Ordinance authorizing Wastewater Collection Line Extension а Construction and Reimbursement Agreement with IHS Consultants, LP to construct off-site sanitary sewer improvements for a planned commercial development, Park Springs IHS, Blk 1, Lots 1-3, located on River Hill Dr and south of Northwest Boulevard (FM 624), with a completion date of 24 months; transferring \$30,400.30 from the Wastewater Trunk System Trust Trust Fund to the Wastewater Collection Line Fund: and appropriating \$87,463.77 from the No.4220-21801 Wastewater Collection Line Trust Fund to reimburse the Developer per the agreement.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

**SECTION 1.** The City Manager or designee is authorized to execute a Wastewater Collection Line Extension Construction and Reimbursement Agreement (Agreement) attached hereto, with IHS Consultants, LP for the construction and installation of 997 linear feet of 8-inch wastewater collection line which will tie into an existing manhole, to provide wastewater service for the planned commercial subdivision named Park Springs IHS, Block 1, Lots 1-3, Corpus Christi, Texas.

**SECTION 2.** In the event of project delay, the City Manager or designee is authorized to execute an extension of the Agreement for a period not to exceed a period of 24 months.

**SECTION 3.** Funding in the amount of \$30,400.30 is transferred from the No. 4220-21800 Wastewater Trunk System Trust to the No.4220-21801 Wastewater Collection Line Trust Fund.

**SECTION 4.** Funding in the amount of \$87,463.77 is appropriated from the No.4220-2180 Wastewater Collection Line Trust Fund to reimburse the Developer for the off-site sanitary sewer improvements in accordance with the Agreement.

**SECTION 5.** This ordinance takes effect upon passage.

That the foregoing ordinance was read for the first time and passed to its second reading on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

Paulette M. Guajardo	John Martinez
Roland Barrera	Ben Molina
Gil Hernandez	Mike Pusley
Michael Hunter	Greg Smith
Billy Lerma	

That the foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by the following vote:

Paulette M. Guajardo		John Martinez	
Roland Barrera		Ben Molina	
Gil Hernandez		Mike Pusley	
Michael Hunter		Greg Smith	
Billy Lerma			

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

Rebecca Huerta City Secretary Paulette M. Guajardo Mayor

# WASTEWATER COLLECTION LINE EXTENSION CONSTRUCTION AND REIMBURSEMENT AGREEMENT

### STATE OF TEXAS § § 8

# **COUNTY OF NUECES**

This Wastewater Collection Line Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and IHS Consultants, LP, ("Developer/Owner"), a Texas Limited Partnership.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on September 5, 2018. Plat has been extended until March 15, 2022 at September 15, 2021 Planning Commissioning meeting to develop a tract of land, to wit approximately 3.87 acres known as Park Springs IHS Blk 1, Lots 1-3, in Corpus Christi Texas as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, under the UDC, the Developer/Owner is responsible for construction of the wastewater collection line extension ("Collection Line");

WHEREAS, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner's costs for the construction of Collection Line:

WHEREAS, it is to the best interest of the City that the Collection Line be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.2.E. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Collection Line Trust Fund and are appropriated by the City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs from the Wastewater Collection Line Trust Fund for installing the Collection Line, as shown in Exhibit 2, the content of such exhibit being incorporated by reference into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties do covenant and agree as follows:

1. TRUSTEE LIABILITY. The City is executing this agreement as trustee of the Wastewater Trust Fund pursuant to UDC §8.5. The City is acting as trustee to further its governmental functions of providing water and sewer service. Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit. As such, the City's participation as Trustee does not create a loan of its credit. Execution of this agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and it is expressly agreed that any judgment will only be satisfied out of the assets of the trust and not out of the City's assets. The City is excluded from personal liability.

2. REQUIRED CONSTRUCTION. Developer/Owner shall construct the Collection Line in compliance with the City's UDC, the City's Infrastructure Design Manual, and all local, state and federal laws, codes and regulations, in accordance with the plans and specifications submitted to the City's Development Services Department and reviewed and approved by the City's Development Services Engineer.

### 3. PLANS AND SPECIFICATIONS.

a. Developer/Owner shall contract with a professional engineer licensed in the State of Texas and acceptable to the City's Development Services Engineer, to prepare plans and specifications for the Collection Line, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

8" PVC SDR 26 (6'-10' Cut)	400	LF
Embedment	236	LF
OSHA Trench Protection	236	LF
4' Diameter Manhole (6'-8' Deep)	1	EA
Tie to Existing Manhole	1	EA
Al-Grade Bore 20" Casing	169	LF
SWPPP	0.5	LS
General Conditions, Bonds and Insurance	0.5	LS
Remove and Replace Sidewalk	960	SF

b. The plan must be in compliance with the City's master plans.

c. The plans and specifications must comply with the City's Wastewater Standards Detail Sheets and Standard Specifications.

d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

4. <u>SITE IMPROVEMENTS.</u> Prior to the start of construction of the Collection Line, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Collection Line. If any of the property needed for the Easements is owned by a third party and the Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City may use its powers of eminent domain to acquire the Easements. Developer will be responsible for cost of acquisition, payable from the reimbursement agreed to in this agreement.

5. <u>PLATTING FEES</u>. Developer/Owner shall pay to the City the required acreage fees and prorata fees as required by the UDC.

6. <u>DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS</u>. Developer/Owner shall award a contract and complete the Collection Line, under the approved plans and specifications, within 24 months of the approval of this Agreement by City Council.

7. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this contract.

8. PROMPT AND GOOD FAITH ACTIONS. The parties shall act promptly and in good faith in performing their duties and obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.

# 9. DEFAULT. The following events shall constitute default:

a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.

b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.

c. Developer/Owner fails to award a contract for the construction of the Collection Line, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.

d. Developer/Owner's contractor does not reasonably pursue construction of the Collection Line under the approved plans and specifications.

e. Developer/Owner's contractor fails to complete construction of the Collection Line, under the approved plans and specifications, on or before within 24 months of the approval of this Agreement by City Council.

f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

# 10. NOTICE AND CURE.

a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.

b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.

c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.

d. Should the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 12, of the need to perform the obligation or duty and, should the Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer/Owner by reducing the reimbursement amount due to the Developer/Owner.

e. In the event of an uncured default by the Developer/Owner, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:

1. Terminate this Agreement after the required notice and opportunity to cure the default;

2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or

3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

f. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer/Owner has all its remedies at law or in equity for such default.

### 11. FORCE MAJEURE.

a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### 12. NOTICES.

a. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following address:

1. If to the Developer/Owner:

IHS Consulting, LP P.O.Box 781354 San Antonio, TX 78278

2. If to the City:

City of Corpus Christi Attn: Director, Development Services Department 2406 Leopard Street 78401 P. O. Box 9277 Corpus Christi, Texas 78469-9277 with a copy to:

City of Corpus Christi Attn: Assistant City Manager, Business Support Services 1201 Leopard Street 78401 P. O. Box 9277 Corpus Christi, Texas 78469-9277

b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

13. <u>THIRD PARTY BENEFICIARY</u>. Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Collection Line, contracts for testing services, and contracts with the contractor for the construction of the Collection Line must provide that the City is a third-party beneficiary of each contract.

14. <u>PERFORMANCE AND PAYMENT BONDS</u>. Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond payable to the City of Corpus Christi if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas Government Code 2253, and all other applicable laws and regulations. The performance or payment bond must name the City as an obligee. If the Developer/Owner is not an obligor, the Developer/Owner shall be named as a joint obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

15. <u>WARRANTY</u>. Developer/Owner shall fully warranty the workmanship of and function of the Collection Line and the construction of the Collection Line for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services.

# 16. REIMBURSEMENT.

a. 50% of the cost for the Collection Line less \$6,079.77 lot/acreage fee credit is \$87,463.77. Subject to the conditions for reimbursement from the Wastewater Collection Line Trust Fund and the appropriation of funds, the City will reimburse the developer the reasonable actual cost of the Wastewater Collection Line up to an amount not to exceed \$87,463.77 as shown in the attached Exhibit 4, the contents of such exhibit being incorporated by reference into this Agreement.

- b. The City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made no later than 30 days from the date of the City's administrative approval of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. Cost-supporting documentation to be submitted shall include:
  - 1. Summary of Costs and Work Performed Form provided by the Development Services Department
  - 2. Contractor and professional services invoices detailing work performed
- d. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid. To be eligible for reimbursement, the work must be constructed in a good and workmanlike manner and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.

The final 5% of the total contract reimbursement amount will be held as retainage until such time the City issues acceptance of public infrastructure in accordance with Unified Development Code.

e. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that the uncured default occurred.

17. <u>PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT</u>. All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with UDC §8.5. Developer/Owner understands and agrees that if funds are not available in the Wastewater Collection Line Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and this Agreement has priority per UDC §8.5.2. E.

18. INDEMNIFICATION. Developer/Owner covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") against any and all liability, damage, loss, claims, demands suits and causes of action of any nature whatsoever asserted against or recovered from city on

account of injury or damage to person including, without limitation on the foregoing, workers compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury. damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the Developer/Owner's failure to comply with its obligations under this agreement or to provide city wastewater service to the development, including injury, loss, or damage which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with the construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the public improvements associated with the development described above, including the injury, loss or damage caused by the sole or contributory negligence of the indemnitees or any of them, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of indemnitees, or any of them, but not if caused by the sole negligence of indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorney's fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

This indemnity specifically includes all claims, damages, and liabilities of whatever nature, foreseen or unforeseen, under any hazardous substance laws, including but not limited to the following:

(a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling, creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of anv hazardous substance. The fees for which the developer/owner shall be responsible under this subparagraph shall include but shall not be limited to the charged by (i) attornevs. (ii) environmental fees consultants, (iii) engineers, (iv) surveyors, and (v) expert witnesses.

(b) any costs incurred attributable to (i) the breach of any warranty or representation made by Developer/Owner in this agreement, or (ii) any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether or not that action was mandated by the federal, state or local government.

# This indemnity shall survive the expiration or earlier termination of the agreement.

19. <u>ASSIGNMENT OF AGREEMENT</u>. This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

20. <u>DISCLOSURE OF INTEREST</u>. Developer/Owner agrees, in compliance with the Corpus Christi Code of Ordinance Sec. 2-349, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 5**.

21. <u>EFFECTIVE DATE</u>. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

<u>22. DEDICATION OF COLLECTION LINE</u>. Upon completion of the construction, dedication of Collection Line will be subject to City inspection and approval.

<u>23. CERTIFICATE OF INTERESTED PARTIES.</u> Developer/Owner agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
  - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
  - membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at <a href="https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm</a>. The form must then be printed,

signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <a href="https://www.ethics.state.tx.us/legal/ch46.html">https://www.ethics.state.tx.us/legal/ch46.html</a>.

24. CONFLICT OF INTEREST Developer/Owner agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <a href="http://www.cctexas.com/government/city-secretary/conflict-disclosure/index">http://www.cctexas.com/government/city-secretary</a> secretary/conflict-disclosure/index

25. <u>AUTHORITY</u>. All signatories signing this Agreement warrant and guarantee that they have the authority to act on behalf of the entity represented and make this Agreement binding and enforceable by their signature.

Remainder of page intentionally left blank; signature page to follow.

EXECUTED IN ONE ORIGINAL this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

Rebecca Huerta **City Secretary** 

**CITY OF CORPUS CHRISTI** 

Al Raymond **Director of Development Services** For City Manager

# APPROVED AS TO LEGAL FORM:

Buck Brice (Date)

**Buck Brice** Assistant City Attorney For City Attorney

### DEVELOPER/OWNER:

IHS Consultants, LP. P.O.Box 781354 San Antonio, Texas 78278

By:

(Developer) IHS Consultants. LP Ismael H. Salazar

STATE OF TEXAS 5000 COUNTY OF BEVAR

This instrument was acknowledged before me on <u>December 9</u>, \_\_\_\_, 2021, by Ismael H. Salazar, (Developer) IHS Consultants, LP, a Texas Limited Partnership, on behalf of said corporation.

ADRIANA NAVA Notary ID #130972492 My Commission Expires January 20, 2025

15

Notary Public's Signature

# Notes:

- 1. Total platted area contains 3.87 Acres of Land. (Includes Street Dedication)
- 2. The receiving water for the storm water runoff from this property is the Oso Creek. The TCEQ has not classified the aquatic life use for the Oso Creek, but it is recognized as an environmentally sensitive area. The Oso Creek flows directly into the Oso Bay. The TCEQ has classified the aquatic life use for the Oso Bay as "exceptional" and "oyster waters" and categorized the receiving water as "contact recreation" use.
- Grid Bearings and Distances shown hereon are referenced to the Texas 3. Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.
- By graphic plotting only, this property is in Zone "C" on Flood Insurance Rate Map, Community Panel No. 485494 0257 C, Nueces County, Texas, which bears an effective date of March 18, 1985 and Flood Insurance Rate Map, Community Panel No. 485464 0107 C, Corpus Christi, Texas, which bears an effective date of July 18, 1985, and it is not located in a Special Flood Hazard Area.
- 5. The yard requirement, as depicted, is a requirement of the Unified Development Code and is subject to change as the zoning may change.
- 6. Access across lot lines shall not be obstructed.
- 7. 30'x40' Shared Access Easement along Northwest Boulevard applies to existing Lot 3B, Block 2, Nueces River Irrigation Park and Lot 1. Block 1 of this plat.
- 8. Driveway access onto Northwest Boulevard access with Lot 3B, Block 2.
  9. If any lot is developed with residential uses, compliance with the open Utility Easement and Covenant of Access (Vol. 2347, Pg. 797, D.R.N.C.T.) (Vol. 2347, Pg. 801, D.R.N.C.T.)

State of Texas County of Nueces

This final plat approved by the Corpus Christi - Nueces County Health Department. This the \_\_\_\_\_ day of 2018. Any private sewage system shall be approved by the Corpus Christi – Nueces County health Department prior to installation.

Lauren Rabe, MPA Nueces County, Health Department

State of Texas County of Nueces

IHS Consultants, LP, hereby certifies that it is the owner of the lands embraced within the boundaries of the foregoing plat; that it has had said lands surveyed and subdivided as shown; that streets shown are dedicated to the public use forever; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By: IHS Management Team, LLC, its general partner

Ismael H. Salazar, member

By: Esther R. Salazar, limited partner

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10' Wide GTE Southwest Incorporated Easement and R.O.W. (Dac. 851597, 42'Y.R. D.R.N.C.T.)

Drainage Ditch

Park Map Tex

in the

599.

109"3'09"E

Nueces River irrigation Pc Vol. 67, Pgs. 357–358, M ecords of Nueces County, 1

Se

State of Texas County of Nueces

By:

This instrument was acknowledged before me by Ismael H. Salazar, as member of IHS Management Team, LLC, general partner of IHS Consultants, LP, on behalf of said entity in said capacity.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

Notary Public in and for the State of Texas

State of Texas County of Nueces

This instrument was acknowledged before me by Esther R. Salazar, as limited partner of IHS Consultants, LP, on behalf of said entity in said capacity.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

Notary Public in and for the State of Texas

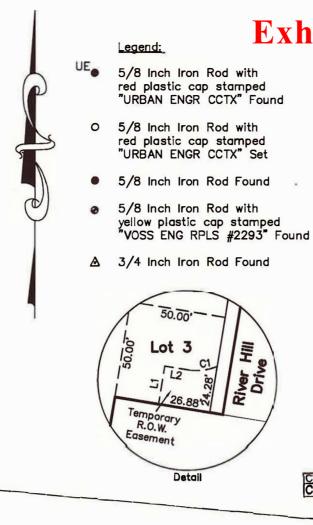
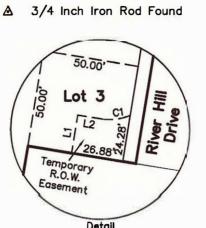


Exhibit 1

- red plastic cap stamped "URBAN ENGR CCTX" Found
- red plastic cap stamped "URBAN ENGR CCTX" Set
- 5/8 Inch Iron Rod with



3.87 Acres out of a called 10.1947 Acre Tract, being the East 1/2 of the East 1/2 of Lot 3, Block 2, Nueces River Irrigation Park, a map of which is recorded in Volume A, Page 54, Map Records of Nueces County, Texas; said 10.1947 Acre Tract being the same property described in Warranty Deed with Vendor's Lien from 624 Market Square Limtied Partnership to IHS Consultants, LP, recorded in Document No. 2009023698, Official Public Records of Nueces County, Texas.

Northwest Boulevard (FM 624)

S84'55'51"E 281.72'

Street Dedication

0.47 Acres (20,534sf)

∆=94°09'00" R=20.00'

ChB=N37'51'21

6.88' R.O.W.

<sup>306.65</sup>

S091

River

ىنى

UE

-N80'46'51 W

L=32.86'

ChL=29.29'

43,560sf

184

30'

S09-13'09" 46.36

35'

UE

UE

30'

25'Y.R

Private Drainage Easement (Doc. No. 2009051201, O.R.N.C.T.)

200

PROV

SEP

5 2018

PLANNING COMMILSION

111

SB4'55'51"E 253.32"\_\_\_\_\_

N80'46'51 274.10'

Shared

See Detail

Acces Eosement

30'X40'

Shared

Access

139.03'

N80°46'51"W 224.10'

6.32 Acres out of the East 1/2 of the East 1/2 of

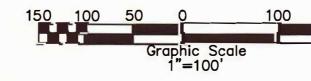
Nueces River Irrigation Park Vol. A, Pg. 54, Map

(Owner: IHS Consultants, LP)

(Doc No. 2009023698, O.P.R.N.C.T.)

Lot 3 1.40 Acres

60,984sf 50'x50'



# Plat of Park Springs IHS Block 1, Lots 1 through 3

	1	BALL C		11
-	Site	River	Northwes	t Boulevard (FM 624)
FM 1889	Siesta Loop		Road	River Run
				(RO
Coun City of	ty of Nueces Corpus Christi			

# State of Texas County of Nueces This final plat of the herein described property was approved by the Department of Development CURVE DELTA ANGLE RADIUS ARC LENGTH CHORD BEARING CHOR C2 32'05'31" 28.00' 15.68' N83'10'23"E 15.48 Services of the City of Corpus Christi, Texas. This the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, William J. Green, P.E. Development Services Engineer State of Texas County of Nueces This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission. 20'U.E. \_\_\_\_\_ This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 50'Y.R. 10' Wide GTE Southwest Incorporated Easement and R.O.W (Vol. 32, Pg. 202, D.R.N.C.T.) Ning Nixon-Mendez, FAICP Eric Villarreal, P.E. Secretary Chairman 3 Easer M.R.N.C. State of Texas No. 55, County of Nueces ot 29, Block 2 River Irrigation Park 68, Pg. 50, Map Nueces County, Texc I, Kara Sands, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with its certificate of authentication was filed for record in my office the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, At \_\_\_\_ O'clock \_\_\_\_M., and duly recorded the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ O'clock \_\_\_\_M., in said County in Volume \_\_\_\_\_, Page \_\_\_\_\_, Map Records. Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, the day and year last written. Filed for Record Kara Sands, County Clerk Nueces County, Texas \_\_\_\_\_ 0'clock \_\_\_\_\_ \_\_\_\_\_, 20\_\_\_\_\_ Temporary Access Easement By: Deputy (Vol. 67, Pg. 355, M.R.N.C.T.) State of Texas County of Nueces I, James D. Carr, a Registered Professional Land Surveyor for Urban Engineering, have prepared the 12.164 Acres out of foregoing map from a survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Nueces River Irrigation Park Vol. A, Pg. 54, Map Block corners as shown herein and to complete such operations with due and reasonable diligence Records of Nueces County, Texas consistent with sound professional practice. (Owner: Grace United Methodist Church) (Doc. No. 2007063454, O.P.R.N.C.T.) This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

James D. Carr, R.P.L.S. Texas License No. 6458



Submitted: 06/26/18 SCALE: 1"=100' JOB NO.: 43223.00.01 SHEET: 1 of 1 DRAWN BY: XG ©2018 by Urban Engineering urbansurvey1@urbanena.com

# APPLICATION FOR SEWER LINE REIMBURSEMENT

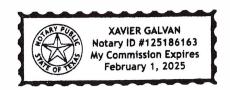
I, IHS Consultants, owner and developer of proposed Park Springs IHS, Block 1, Lots\_1 through 3, hereby request reimbursement of \$87,463.77 for the installation of the sewer collection line in conjunction with Park Springs IHS, Block 1, Lots 1 through 3, as provided for by City Ordinance No. 032357. Said \$87,463.77 is the construction cost, including 12% Engineering, in excess of the lot/acreage fee, as shown by the cost supporting documents attached herewith.

(Developer) IHS Consultants, LP Ismael H. Salazar <u>||- 05-2021</u> (Date)

THE STATE OF TEXAS ¤

COUNTY OF NUECES ¤

This instrument was acknowledged before me on November \$ 2021 by Ismael H. Jaluzy





### **CERTIFICATION**

The information submitted with this application for reimbursement has been reviewed and determined to be correct. Reimbursement is subject to:

- (a) sufficiency of funds in the Collection/Trunk Line Trust Fund
- (b) appropriation and approval by the City Council

Director of Engineering (City Engineer)

Pevelopment Services ENGINER 1 Dec 2021

(Date)

### **APPLICATION FOR SEWER LINE CREDIT**

I, IHS Consultants, owner and developer of proposed Park Springs IHS, Block 1, Lots 1 through 3, hereby apply for \$6,079.77 credit towards the sewer lot/acreage fee for the collection line extension installed in conjunction with Park Springs IHS, Block 1, Lots 1 through 3 as provided for by City Ordinance No. 032357. The off-site construction cost, including 12% Engineering, is \$187,087.82 as shown by the cost supporting documents attached herewith.

(Developer) IHS Consultants, LP Ismael H. Salazar

(Date)

THE STATE OF TEXAS ¤

#### COUNTY OF NUECES α

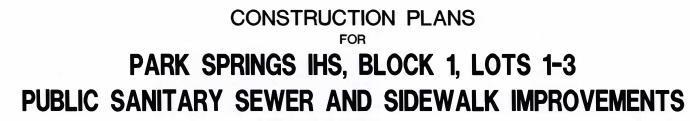
This instrument was acknowledged for	rme on November 5 2021 by Ismael H. Salazar
XAVIER GALVAN Notary ID #125186163 My Commission Expires February 1, 2025	Notary Public in and for Nueces County, Texas

# CERTIFICATION

The information submitted with this application has been reviewed and determined

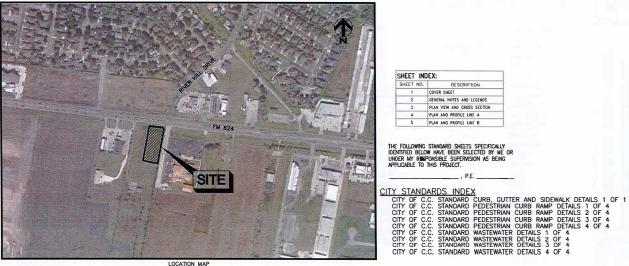
to be correct and a credit for  $\frac{6,079.77}{1000}$  is herewith approved.

1 DEC 2 or of Engineering Date (City Engineer) Development Services Engineer



CORPUS CHRISTI, TEXAS

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY
A. P	AVING IMPROVEMENTS:		
A1	Demolition of Existing Sidewalk	SF	1,838
A2	Demolition of Existing ADA Ramp	EA	1
A3	ADA Ramp w/ Detectable Warning	EA	1
A4	Sidewalk	SF	4,460
B. S	ANITARY SEWER IMPROVEMENTS:		
B1	Tie to Exiting 4' Diameter Manhole	EA	1
<b>B2</b>	8" PVC SDR-26 (4'-6' Cut)	LF	127
<b>B3</b>	8" PVC SDR 26 (6'-8' Cut)	LF	160
<b>B</b> 4	8" PVC SDR 26 (8'-10' Cut)	LF	541
B5	OSHA Trench Protection	LF	996
<b>B6</b>	Embedment	LF	996
B7	4' Diameter Manhole	EA	4
<b>B8</b>	Pilot Tube Guided Bore Installation	LF	163
<b>B</b> 9	SCH 40. 20" Steel Casing	LF	163



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N.T.S.	

CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE CITY OF CORPUS CHRISTI CONSTRUCTION INSPECTION DEPARTMENT (826-3240) AT LEAST THREE WORKING DAYS IN ADVANCE OF BEGINNICS ANY WORK ON PUBLIC MPROVEMENTS. PUBLIC IMPROVEMENTS INCLUDE WATER, SANITARY SEWER, STORM SEWER AND STREET OR DRIVEWAY WORK ON OR TIEING INTO PUBLIC FACILITIES.



DN: cn=Brett F. Flint, P.E., o=City of Corpus Christ, ou=Development PLANS ARE RELEASED FOR CONSTRUCTION Services DEVELOPMENT SERVICES email=BrettF@CCTexas.c Construction Plans will om, c=US expire based on the conditions stated in UDC 3.8.5.F Date: 2021.09.23 13:32:13 -05'00'

SHEET INDEX: SHEET NO.

CITY OF

Digitally signed by Brett F. Flint, P.E.

ENGINEER:

DESCRIPTIO COVER SHEET GENERAL NOTES AND LEGEND PLAN VIEW AND CROSS SECTION PLAN AND PROFILE LINE A PLAN AND PROFILE LINE B

C.C. STANDARD WASTEWATER DETAILS 4 OF

BL REE. 78198 (08/08/2021) MURRAY F. HUDSON, P.E. URBAN ENGINEERING 18PE FIRM NO. 145, TBPLS FIRM ND. 1003240 2725 SWANTNER DR. CORPUS CHRISTI, TX 7640 PHONE: 361.654.3101 WWW.URBANENC.COM



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	CADEST					PLANS ARE RELEASED
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8.	PERFO	FMED AS	PART OF T	csed" or prov." Is dialled in this set of documents, it shall mean new construction to e This contract."	L	
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				ON REQUIREMENTS		
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1	E THE	CONTRACT	INSPECTION	ks and the lone star notification company at 1−800−869−8344. Give a windiaw of 48 hours notice to the onner. Sn¤heizr and persons in charge of private and		
3	I THE	CONTRACT	OR SHALL	D BY HIS OPERATIONS PRORI TO COMMENCEMENT OF WORK. NOTIFY LOCAL DURINGENT SERVICES (I.E. FRG. E.M.S. AND POLICE) OF ANY CONSTRUCTION ACTIVITIES THAT WE FROM OF TRUTHC		
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				OR'S RESPONSIBILITIES		
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	7. THE FLAC	CUNIRAC	VORCADE,	be required to provided and manytain all necessary warning and safety devices (flashing lick signs, etc.) to protect the public safety and health until the work has been completed a	ND ND	

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- <sup>12</sup> DATE WORKSTEIN FANDELSKE OF SES OF SES STANDARDS AVE R PROVIDED FINAL ITE LES. COMPANIENT PROTECTION OF CLASSING AVER A PROVIDED FINAL ITE LES COMPANIENT PROTECTIONS OF CLASSING AVER A PROVIDED FINAL ITE LES COMPANIENT OF THE PROVIDED FINAL ITE PROVIDER I FINAL ITE PROVIDED FINAL ITE PROVI

- HYDDHE1. 20. WIRDER RECESSARY FOR CONSTRUCTION SHALL BE PROVIDED AND FUR BY THE CONTRACTOR. THE CONTRACTOR SHALL ARRANGE FOR A METERED CONNECTION(S) AND SHALL PROVIDE THE PROVIDE EXTIRATION TO PREVENT CROSS-CONNECTION.

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	то	TOP OF CURB		POINT OF INTERSECTION
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	u.c.	UTILITY EASEMENT	81	BLALDING LINE
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	RCP	REINFORCED CONCRETE PIPE		CUY WRE
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	PROP.	PROPOSED		TRAFFIC SIGNAL BOX
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	Shg	HYDRAULIC GRADE SLOPE		DRECTIONAL FLOW ARROW
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	9/9	FLOW / TOTAL FLOW (cfa)	and the second second second	CONCRETE SIDEWALK
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	-w -C	DOUBLE WATER SERVICE		WATER LINE
1.1	- w	SINGLE WATER SERVICE	d	
-	0	WATER LINE VERTICAL ADJUSTMENT		GAS LINE
	*			FORCEMAIN
		FIRE HYDRANT	siq/	STORM SEWER
	н	WATER VALVE	- E E	ELECTRICAL
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	015025	FLOW ARROW W/ SLOPE		CHAINLINK FENCE
_	(11.0)	PROPOSED CONTOUR	//	WOOD FENCE
-	_	CURB AND GUTTER	//	BUILDING
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		UTILITY EASEMENT (U.E.)	FOR FLOWABUTY OF THE MIXTURE.	
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		PROPOSED DRAINAGE DIVIDE PROPOSED STREET SIGN	1000bs/CY PORTLAND CEMENT 2500bs/CY WATER 3000bs/CY FLY ASH 21000bs/CY SANO 602/CY DARAFEL	
	Ø	HORIZONTAL DEFLECTION	BOZ/CY DARAFEL	
-		REVISION CLOUD		
	♪	REVISION NUMBER		
			CALL BEFO	

811

1-800-344-8377

0 2021 by Urban Ex

NOTE: URBAN ENGINEERING WILL PROVIDE CONSTRUCTION STAKING AND LAYOUT.

MIE 6 2 MFH N.T.S. 8 CHECKED: DRAWN: SCALE: DATE NONCOL PROPERTY NO REAL AND A LEGENDS SPTBNGS HS, BLOCK 1 LOTS 1-3 SANTARY SEWER MEPROVEMENTS CORPUS CHRISTI, TEXAS **P** NOTES GENERAL PARK 950

SHEET

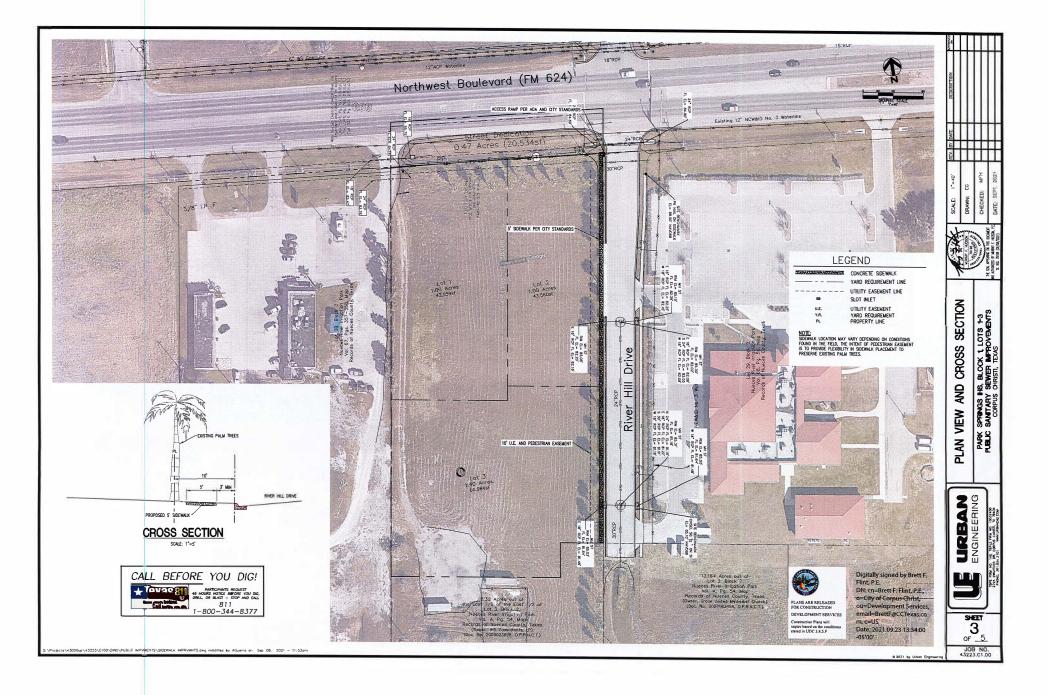
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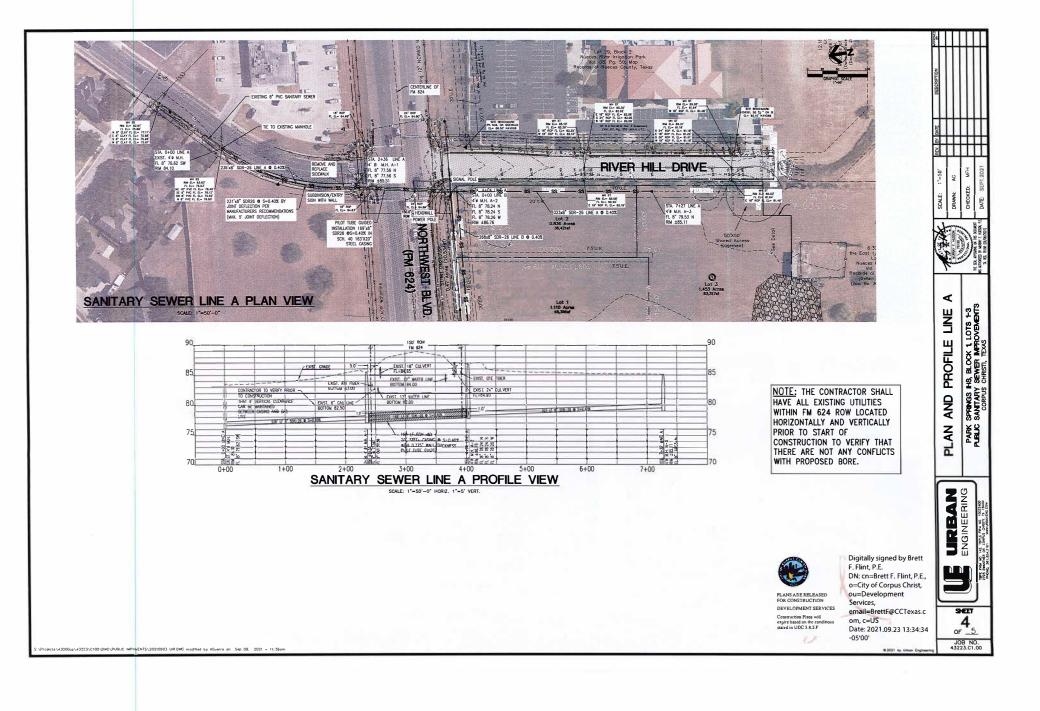
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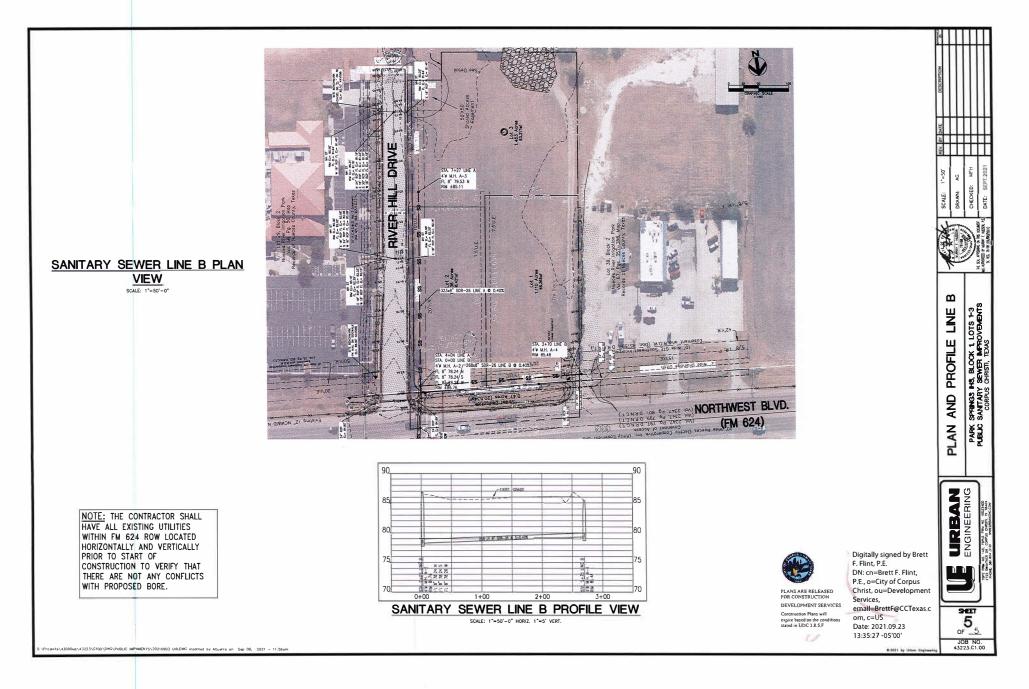
JOB NO

43223 C1 00

COORDINATE WITH TIM JOHNSON AT 361-854-4187 EX. 224









PRELIMINARY ESTIMATE FOR PARK SPRINGS IHS, BLOCK 1, LOTS 1 - 3 Corpus Christi, Texas

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT	TOTAL
				PRICE	COST
	NITARY SEWER IMPROVEMENTS:				
1	8" PVC SDR 26 (6'-10' Cut)	997	LF	\$110.00	\$109,670.00
2	Embedment	997	LF	\$10.00	\$9,970.00
3	OSHA Trench Protection	997	LF	\$2.00	\$1,994.00
4	4' Diameter Manhole (6'-8' Deep)	4	EA	\$8,500.00	\$34,000.00
5	Tie to Existing Manhole	1	EA	\$5,000.00	\$5,000.00
6	At-Grade Bore 16" Casing	169	LF	\$450.00	\$76,050.00
7	SWPPP	1	LS	\$3,250.00	\$3,250.00
8	General Conditions, Bonds and Insurance	1	LS	\$18,000.00	\$18,000.00
9	Remove and Replace Sidewalk	960	SF	\$10.00	\$9,600.00
	TOTAL EST		ROVEN	IENTS COSTS:	\$267,534.00
			Conti	ngency @ 10%:	\$26,753.40
				Sub-Total:	\$294,287.40
	Enginer	ring, Testing	and Su	rveying @ 12%	\$35,314.49
				Grand Total:	\$329,601.89
				Grand Total:	\$329,601.68
	│ F-SITE PORTION ELIGIBLE FOR REIMBURSEMEN				
<u>в. Ог</u> і 1		400	LF	\$110.00	¢44.000.00
-	8" PVC SDR 26 (6'-10' Cut)			\$10.00	\$44,000.00 \$2,360.00
2	Embedment OSHA Trench Protection	236	LF	\$10.00	
3		236			\$472.00
4	4' Diameter Manhole (6'-8' Deep)	1	EA	\$8,500.00	\$8,500.00
5	Tie to Existing Manhole	1	EA	\$5,000.00	\$5,000.00
6	At-Grade Bore 20" Casing SWPPP	169	LF	\$450.00	\$76,050.00
7		0.5	LS	\$3,250.00	\$1,625.00
8	General Conditions, Bonds and Insurance	0.5	LS	\$8,500.00	\$4,250.00
9	Remove and Replace Sidewalk	960	SF	\$10.00	\$9,600.00
	тот	AL ESTIMATE		BURSEMENT:	\$151,857.00
			Conti	ngency @ 10%:	\$15,185.70
				Sub-Total:	\$167,042.70
	Enginer	ring, Testing	and Su	rveying @ 12%	\$20,045.12
			G	RAND TOTAL:	\$187,087.82
<b>/</b> axin	num Allowable Reimbursement				
	50% of off-site extension cost = 0.50 x 187.087.82				•
				eimbursement:	\$93,543.54
				age Fee Credit:	\$6,079.77
		Reimbursem	ent les	s Acreage Fee:	\$87,463.7



# DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. *Every guestion must be answered.* If the question is not applicable, answer with "NA".

**Exhibit 5** 

IHS Consultants, LP

	NAME: HIS COnsultants, LP						
	STREET: P.O. Box 8176 CITY: Corpus Ch						
FIF	FIRM is: Corporation Partnership Sole Owner	Association Other					
	DISCLOSURE QUESTIO	DNS					
lf a	If additional space is necessary, please use the reverse side of this p	age or attach separate sheet.					
1.	<ol> <li>State the names of each "employee" of the City of Corp constituting 3% or more of the ownership in the above name</li> </ol>						
	Name Job	Title and City Department (if known)					
	N/A						
2.	<ol><li>State the names of each "official" of the City of Corpu constituting 3% or more of the ownership in the above name</li></ol>						
	Name Title	3					
	N/A						
3.		State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".					
	Name Boa	rd, Commission, or Committee					
	N/A						
4.	<ul> <li>State the names of each employee or officer of a "consultant on any matter related to the subject of this contract and has</li> </ul>						
	more of the ownership in the above named "firm".						
	Name Con	sultant					
	N/A						
l ( wi	I certify that all information provided is true and correct as of the dat withheld-disclosure-of-any information requested; and that supplement the City of Corpus Christi, Texas as of	ental statements will be promptly submitted to					
Cer	Certifying Person: Ismael H. Salazar	Title: General Partner					
	(Print Name)						
Sigr	signature of Certifying Person:	Date: 11-5-2021					

K\DEVELOPMENTSVCS\SHARED\LAND DEVELOPMENT\APPLICATION FORMS\REZONING\DISCLOSURE OF INTERESTS STATEMENT\_5.12.2015.DOC