

Resolution

Resolution authorizing the City Manager or designee to enter into outside city limits water contracts, which is attached to this resolution and incorporated herein for all purposes, with property owners of up to 40 lots in Kensington Gardens subdivision to provide public water to their respective properties located outside the city limits pursuant to Section 55-113 of the City Code of Ordinances.

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

The City Council authorizes the City Manager or designee to enter into outside city limits water contracts, an example of which is attached to this resolution, and incorporated herein for all purposes, with property owners of up to 40 lots in Kensington Gardens subdivision to provide public water to their respective properties located outside the city limits pursuant to Chapter 55, Article VIII of the City Code of Ordinances.

ATTEST:

THE CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Joe McComb
Mayor

Corpus Christi, Texas

_____ of _____, _____

The above resolution was passed by the following vote:

Joe McComb	_____
Rudy Garza	_____
Paulette Guajardo	_____
Michael Hunter	_____
Debbie Lindsey-Opel	_____
Ben Molina	_____
Lucy Rubio	_____
Greg Smith	_____
Carolyn Vaughn	_____

**STANDARD FORM CONTRACT FOR PROVIDING WATER WHERE PROPERTY IS
SITUATED PARTLY OR WHOLLY BEYOND CITY LIMITS**

STATE OF TEXAS §

COUNTY OF NUECES §

Whereas, contracts for water service outside the city limits which include a new water connection must receive approval by the city council before the contract for such service can become effective pursuant to Corpus Christi Code 55-113; and

Whereas, the city manager or designated representative is authorized to execute water service contracts meeting all of the requirements contained in Chapter 55, Article VIII of the Corpus Christi Code when no additional service connection is involved or the contract is for temporary water service for a period of not more than one (1) year or for consumption of less than ten-acre feet of water during the entire contract term.

THIS CONTRACT AND AGREEMENT made and entered into an original by and between, Azali Homes, LLC a Texas Limited Liability Company (Owner), whose address is P.O. Box 8155, Corpus Christi, TX 78468, First Community Bank (Lienholder) whose address is 416 N. Water Street, Corpus Christi, Texas, 78410 and the City of Corpus Christi, Texas ("City"), a home rule city of more than 250,000 population, a municipal corporation and body politic under the laws of the State of Texas, of 1201 Leopard Street, Corpus Christi, Texas 78401, County of Nueces, State of Texas, for good and valuable consideration in hand received by the parties respectively and upon the covenants and conditions hereafter stated:

W I T N E S S E T H:

I. Owner is owner in fee simple and of all existing rights, titles and interests therein of all the following described property located in Nueces County, Texas, which is situated partly or wholly beyond the corporate limits of the City of Corpus Christi, and further, the property is not principally used for port-related industry, as defined by Section 55-111, as amended, Code of Ordinances, City of Corpus Christi, and is generally delineated on the map attached to this contract and marked "**Exhibit A**" and being more particularly described as follows, to-wit:

Kensington Gardens Block __, Lot __, also commonly known by its street
address as _____, Corpus Christi, TX 78415

II. City agrees to deliver City water to such property or to waterlines on the property, under rules and regulations promulgated and authorized by Section 55-111 as amended, of the Code of Ordinances, City of Corpus Christi.

III. Owner and Lien Holder agree to construct all improvements on such property under all City codes and regulations and to obtain all City technical construction permits as though the property were inside the City. Owner and Lien Holder consent to inspections of all of such construction of duly authorized inspectors or representatives of City departments charged with enforcement of the codes and regulations. Owner and Lien Holder agree that, as to any improvements, the applicable codes and regulations are those codes and regulations that are in effect at the time of commencement of the improvements.

IV. All connections to the City water system are subject to the same rules and regulations regarding standards of delivery of water service, including installation and disconnections for failure to pay charges, as consumers within the City limits.

V. IT IS AGREED by and between the parties hereto that all of the above conditions shall be binding upon the successors and assigns of the said Owner and each of them, if multiples, and constitutes a covenant running with the land.

WITNESS OUR HAND this ____ day of _____, 2017.

OWNER: Azali Homes, LLC, a Texas Limited Liability Company

Ata O. Azali, Manager

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Ata O. Azali, Manager of Dorsal Development, LLC, a Texas Limited Liability Company.

Notary Public, State of Texas

LIEN HOLDER: First Community Bank

Nicholas Black, Vice President

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Nicholas Black, Vice President, First Community Bank.

Notary Public, State of Texas

City of Corpus Christi:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

By: _____
William J. Green PE, Interim Assistant Director
Development Services Department

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2017, by Rebecca Huerta, City Secretary, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

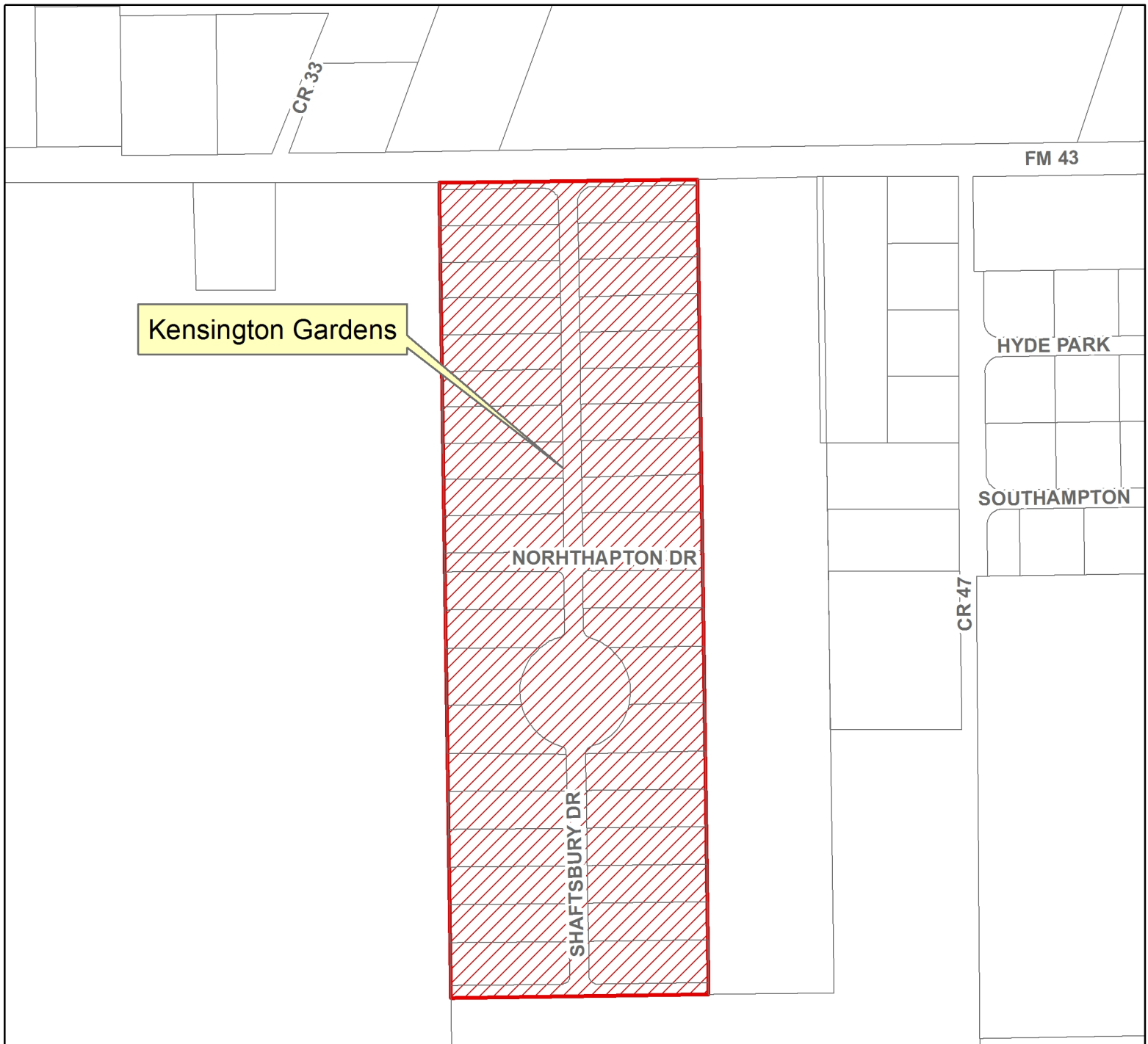
STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2017, by William J. Green PE, Interim Assistant Director of Development Services, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO FORM: ____ day of _____, 2017.

Buck Brice
Assistant City Attorney
for the City Attorney



0 0.03250.065 0.13 0.195 Miles

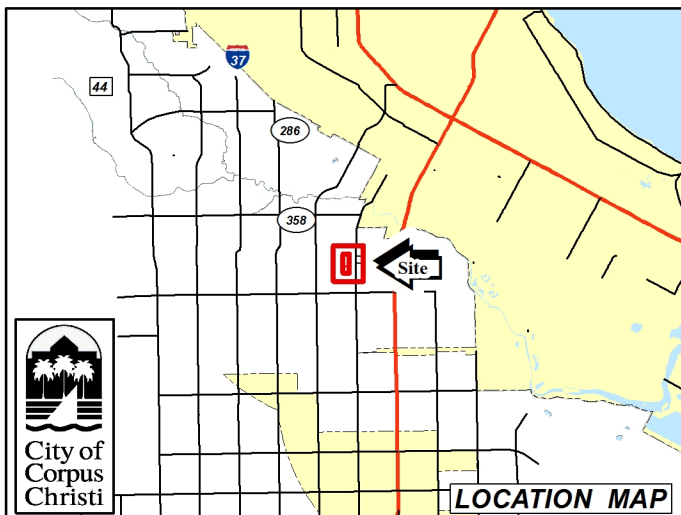
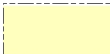


Exhibit "A"

Water Contract Location Map



 PLANNING.CITYLIMITS