

**Resolution authorizing 6-month extensions for Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement up to \$147,999.99, Distribution Main Line Extension Construction and Reimbursement Agreement up to \$43,010.00, and Wastewater Collection Line Extension Construction and Reimbursement Agreement up to \$139,341.76 with Dorsal Development, LLC for a planned residential development, Azali Estates Unit 1, located at the intersection of Yorktown Boulevard and Starry Road East of Rodd Field Road.**

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

**SECTION 1.** The City Manager or designee is authorized to execute a 6-month performance date extension to the Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, Distribution Main Line Construction and Reimbursement Agreement, and the Wastewater Collection Line Extension Construction and Reimbursement Agreement ("Amendments") attached hereto, with Dorsal Development, LLC for a planned residential development, Azali Estates Unit 1, located at the intersection of Yorktown Boulevard and Starry Road East of Rodd Field Road.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2021:

Paulette M. Guajardo \_\_\_\_\_

Roland Barrera \_\_\_\_\_

Gil Hernandez \_\_\_\_\_

Michael Hunter \_\_\_\_\_

Billy Lerma \_\_\_\_\_

John Martinez \_\_\_\_\_

Ben Molina \_\_\_\_\_

Mike Pusley \_\_\_\_\_

Greg Smith \_\_\_\_\_

ATTEST:

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Paulette M. Guajardo  
Mayor

**AMENDMENT OF WASTEWATER COLLECTION LINE EXTENSION  
CONSTRUCTION AND REIMBURSEMENT AGREEMENT**

This is an amendment to the Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, Document number 2019043814, originally dated October 15, 2019, by and between: Dorsal Development, LLC and the City of Corpus Christi.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree to amend Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, Section 6 and 9.e. as follows:

6. **DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS**

Developer shall award a contract and complete the improvements to Grid Main Extension, under the approved plans and specifications, by April 30, 2021.

9. e. Developer/Owner's contractor fails to complete construction of the project, under the approved plans and specifications, on or before April 30, 2021.

All other terms and conditions of the original agreement remain effective and in full force.

EXECUTED IN ONE ORIGINAL and made effective this 9 day of November, 2020.

**CITY OF CORPUS CHRISTI**

**Dorsal Development, LLC.**

\_\_\_\_\_  
Al Raymond III, CBO, AIA  
Director of Development Services

\_\_\_\_\_  
  
Alex Azali  
President

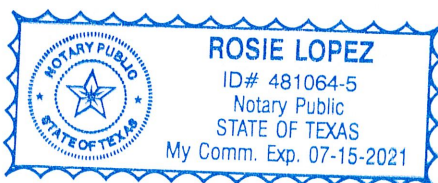
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Buck Brice (date)  
Assistant City Attorney  
for the City Attorney

**STATE OF TEXAS §**

**COUNTY OF Nueces §**

This instrument was acknowledged before me on 9th day of November, 2020, by Alex Azali, President, on behalf of Dorsal Development, LLC.



\_\_\_\_\_  
  
Notary Public's Signature

# AMENDMENT OF DISTRIBUTION MAIN EXTENSION CONSTRUCTION AND REIMBURSEMENT AGREEMENT

This is an amendment to the Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, Document number 2019043815, originally dated October 15, 2019, by and between: Dorsal Development, LLC and the City of Corpus Christi.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree to amend Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, Section 6 and 9.e. as follows:

6. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS  
Developer shall award a contract and complete the improvements to Grid Main Extension, under the approved plans and specifications, by April 30, 2021.
9. e. Developer/Owner's contractor fails to complete construction of the project, under the approved plans and specifications, on or before April 30, 2021.

All other terms and conditions of the original agreement remain effective and in full force.

EXECUTED IN ONE ORIGINAL and made effective this 9 day of November, 2020.

CITY OF CORPUS CHRISTI

Dorsal Development, LLC.

\_\_\_\_\_  
Al Raymond III, CBO, AIA  
Director of Development Services

\_\_\_\_\_  
  
Alex Azali  
President

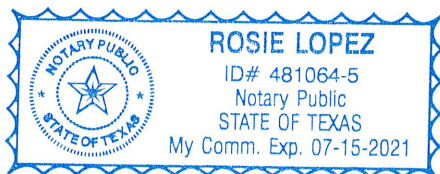
APPROVED AS TO FORM:


\_\_\_\_\_  
Buck Brice (date)  
Assistant City Attorney  
for the City Attorney

STATE OF TEXAS §

COUNTY OF Nueces §

This instrument was acknowledged before me on 9<sup>th</sup> day of November, 2020, by Alex Azali, President, on behalf of Dorsal Development, LLC.



\_\_\_\_\_  
  
Notary Public's Signature

**AMENDMENT OF WATER ARTERIAL TRANSMISSION AND GRID MAIN  
CONSTRUCTION AND REIMBURSEMENT AGREEMENT**

This is an amendment to the Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, Document number 2019043816, originally dated October 15, 2019, by and between: Dorsal Development, LLC and the City of Corpus Christi.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree to amend Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, Section 6 and 9.e. as follows:

6. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS  
Developer shall award a contract and complete the improvements to Grid Main Extension, under the approved plans and specifications, by April 30, 2021.
9. e. Developer/Owner's contractor fails to complete construction of the project, under the approved plans and specifications, on or before April 30, 2021.


All other terms and conditions of the original agreement remain effective and in full force.

EXECUTED IN ONE ORIGINAL and made effective this 9 day of November, 2020.

**CITY OF CORPUS CHRISTI**

**Dorsal Development, LLC.**

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Al Raymond III, CBO, AIA  
Director of Development Services

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Alex Azali  
President

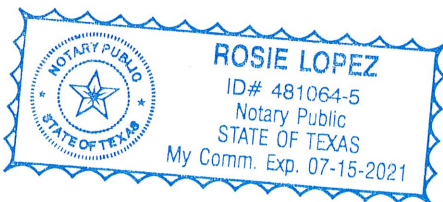
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Buck Brice (date)  
Assistant City Attorney  
for the City Attorney

**STATE OF TEXAS §**

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This instrument was acknowledged before me on 9<sup>th</sup> day of November, 2020, by Alex Azali, President, on behalf of Dorsal Development, LLC.



\_\_\_\_\_  
  
Notary Public's Signature