Ordinance authorizing the City Manager to execute a License for Street Right of Way Use with Butler & Diaz, Inc., d/b/a Yorktown Mini Storage, a Texas small business corporation, ("Licensee") for an Advertisement Sign installation, at 6652 Yorktown Boulevard, subject to the Licensee' compliance with specified conditions.

WHEREAS, Butler & Diaz, Inc., d/b/a Yorktown Mini Storage, a TEXAS small business corporation ("Licensee"), desires an Advertisement Sign.

WHEREAS, the Licensee has requested, and the City of Corpus Christi ("City") desires to extend, a one-time payment for this License for Street Right of Way Use ("License"), in order to accomplish the purpose and use intended by the Licensee within the public right-of-way.

WHEREAS, in accordance with Article IX, Section 1 of the City Charter, the City Council authorizes the City Manager to enter into the License for the benefit of the City and the Licensee, subject to the Licensee' compliance with the specified provisions of the License for Street Right of Way Use.

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

SECTION 1. The City Manager, or his designee ("City Manager"), is authorized to execute a one-time payment for this License for Street Right of Way Use ("License") with Butler & Diaz, Inc., d/b/a Yorktown Mini Storage, a Texas small business corporation, ("Licensee") for an Advertisement Sign installation, at 6652 Yorktown Boulevard, in full compliance with the City of Corpus Christi ordinances and regulations, and at all times subject to the Licensee' compliance with the conditions specified in the License. A copy of this License for Street Right of Way Use is attached to this ordinance, the terms and content of such License being incorporated by reference into this ordinance as if fully set out herein in their entirety.

SECTION 2. The License authorized in Section 1 of this ordinance is subject to the Licensees' compliance with the conditions of the License including, but not limited to, the provisions specified below:

- a. In exchange for the City's authorization for use of the public right-of-way by the Licensee for the stated purpose, the Licensee agrees to provide the City with a one-time payment of \$148.00.
- b. All costs incurred to install, operate, maintain, repair, and remove the Advertisement Sign is the sole responsibility of the Licensee.

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Nelda Martinez		Brian Rosas	
Rudy Garza		Lucy Rubio	
Chad Magill		Mark Scott	
Colleen McIntyre		Carolyn Vaughn	
Lillian Riojas			
	nance was read for the seco		
Nelda Martinez		Brian Rosas	
Rudy Garza		Lucy Rubio	
Chad Magill		Mark Scott	
Colleen McIntyre		Carolyn Vaughn	
Lillian Riojas			
PASSED AND APP	PROVED this the	_day of	, 20
ATTEST:			
Rebecca Huerta City Secretary		Nelda Martinez Mayor	

License for Street Right Of Way Use

STATE OF TEXAS §

COUNTY OF NUECES §

This right of way license ("License") is entered into by and between the City of Corpus Christi ("City"), a Texas home-rule municipal corporation, and Butler & Diaz, Inc., d/b/a Yorktown Mini Storage, a Texas small business corporation ("Licensee"), property owner of 6652 Yorktown Boulevard., Corpus Christi, Texas, 78414, whose business address is 6652 Yorktown Boulevard., Corpus Christi, Texas, 78414.

In accordance with Article IX, Section 1, of the City's City Charter and in consideration of a one-time fee of One Hundred Forty Eight Dollars (\$148.00) paid by Licensee, the receipt of which is acknowledged, the City has granted and conveyed, and by these presents does grant and convey to Licensee, for the term and upon the conditions stated in this License, a License for Street Right of Way Use to allow the Licensee to install an Advertisement Sign in full compliance with the City of Corpus Christi ordinances and regulations at all times subject to the Licensee' compliance with the conditions specified in this License, and as shown with further specifications in Exhibit "A" (Location Map) and Exhibit "B" (Plat View) attached to this License and incorporated herein by reference as if fully set out herein in their entirety. The area in which the License is granted for the location of the Licensee's Advertisement Sign is referred to in this License as the "License Area."

TO HAVE AND TO HOLD the same granted unto Licensee, its successors, and assigns, together with the right under the conditions specified in this License, to at any time enter upon the above described License Area to install, operate, maintain, repair, and remove the Licensee's Advertisement Sign, and being further understood that the License granted by this License is subject to the Licensee's compliance at all times with the following conditions, the City and Licensee agree as follows:

- A. This License, and the rights granted under the License, may be revoked at any time by the City upon providing the Licensee not less than 30 calendar days' notice in writing by the City's City Manager, or his designee ("City Manager"). In the event of a revocation by the City Manager or earlier termination of this License by either party, no portion of any payment made under this License is refundable to the Licensee.
- B. This License is perpetual unless the Licensee or the City provides written notice of intent to amend or terminate this License.

- C. This License may not be assigned by Licensee without the City Manager's prior written consent.
- D. The Licensee shall acquire and maintain at all times for the term of this License insurance coverage pertaining to the License Area granted under this License and the activities authorized by this License. The types of required insurance coverage's must be in the minimum amounts set forth in the attached Exhibit "C," the substantive content of Exhibit "C" being incorporated by reference into this License as if fully set out here in its entirety. The insurance policies must name the City as an additional insured and may not be canceled, renewed, or materially changed by Licensee unless at least ten (10) days advance written notice has been provided to the City. Upon the City Manager's or his designee written request, Licensee shall provide copies of all requested insurance policies to the City's City Attorney.
- E. Should construction be deemed necessary by Licensee in the License Area, construction plans and specifications for all proposed work shall be submitted in advance by the Licensee to the City's City Engineer for approval prior to beginning the construction process. The plans must show the depth, and location of the proposed construction and distance from existing water, storm water, wastewater, and gas lines. The Licensee shall also comply with any other laws, rules, regulations, and ordinances applicable to construction in the City and in the public right-of-way, including obtaining all required permits.
- F. Prior to the start of any approved construction, Licensee shall require every contractor and subcontractor to provide a Certificate of Insurance reflecting insurance in coverage amounts as set forth in Exhibit "C." Additionally, Licensee shall require their contractors and subcontractors to indemnify the City, its officers, officials, employees, representatives, agents, and invitees in the same manner that Licensee has provided indemnification to the City pursuant to this License.
- G. Licensee shall provide all necessary and proper safety devices so as to prevent injuries or accidents in the License Area, in as much as possible.
- H. At least 48 hours prior to beginning any approved construction, Licensee shall contact 1-800-DIG-TESS and the Lone Star Notification Center (1-800-669-8344), and any other required agency or authority. Additionally, at least 48 hours prior to beginning any approved construction, Licensee shall give notice and verify depth and location of communication lines or communication fiber optic cables, whichever is applicable, to the following:
 - City Utility Departments, including Water, Storm water, Wastewater and Gas:
 - American Electric Power (AEP);
 - American Telephone and Telegraph (AT&T);

- CenturyTel;
- Time Warner:
- Grande Communications: and
- Any and all other certified telecommunications providers.

A City inspector may request a utility line be uncovered to verify its depth or location.

- I. Any construction process and use of the License Area by Licensee shall not interfere with the construction, installation, operation, maintenance, repair, removal or replacement by the City or any of its agents, contractors, or franchisees of any existing or future proposed sidewalks, utility lines, or other uses. If the City or any franchisee with utilities currently located in said public right-of-way needs access to the right-of-way, Licensee shall pay for removing the Advertisement Sign in the License Area to allow access to utility lines for maintenance, repair, removal, or replacement of the utility lines. The Licensee shall repair the License Area to its original condition or cease to use the License Area, at which time this LICENSE terminates immediately.
- J. Traffic Engineer requirements pertaining to this License, if applicable in context:
 - At least 48 hours prior to commencing any approved construction, the Licensee shall file and obtain approval for a traffic control plan with the City's Traffic Engineer. No closure or barricading of a public right-of-way or any portion of a public right-of-way may occur before approval of the traffic control plan and, if applicable, approval of a detour or barricade plan has been obtained from the City's Traffic Engineer.
 - 2. Should Licensee require a trench, pit, or similar excavation be dug during approved construction, the Licensee shall file and obtain approval for barricading said trench, pit, or excavation in accordance with the Texas Manual on Uniform Traffic Control Devices from the City's Traffic Engineer. [See paragraph "P" of this License for additional requirements regarding trenches, pits and similar excavations.]
- K. If, as determined by the City Manager, damage occurs to any gas, water, storm water, or wastewater line, Licensee shall allow the City immediate access to the License Area to perform an assessment, make repairs, or take any other action deemed necessary by the City. Determination of the extent of damage and repairs necessary to restore the utility line(s) shall be made by the City Manager. All costs of the City associated with said damage and repair, including labor and materials, shall be paid by Licensee within 30 days of the City's invoice.

- L. Should construction become necessary near existing water or wastewater lines, Licensee shall take every precaution not to disturb the soil surrounding any such lines, including all thrust blocks.
- M. If any approved work is conducted near any existing water main, it shall be done under the inspection of a City inspector at a daily rate of three-hundred ten dollars and thirty-five cents (\$310.35) for each day spent inspecting construction, installation, maintenance, repair, removal, or replacement in the License Area. A half-day, being four hours or more of work time by the City inspector, constitutes a whole working day for purposes of calculation. Any time in excess of eight hours a day, or on Saturday, Sunday or holidays, shall be calculated at a daily rate of fifty-eight dollars and eighteen cents (\$58.18) per hour. Any assessed inspection fees shall be paid by the Licensee to the appropriate City department within 30 days of the City's invoice. These amounts will be adjusted annually each year on August 1 to reflect any pay increases that may be attributable to the rates charged.
- N. The parties acknowledge that the Advertisement Sign is not owned by the City. At any and all times Licensee shall be solely responsible for the repair and maintenance of the Advertisement Sign and License Area, including any costs associated with damage occurring due to natural weather elements/occurrences or man-made forces. Should damage occur to the Advertisement Sign or License Area, regardless of the type of damage, Licensee shall immediately repair the damage upon notice by the City. Failure to so repair terminates this License immediately without any further action needed on the part of the City.
- O. Licensee shall repair, or cause to be repaired, any damage to driveways, culverts, head walls, landscaping, sidewalks, curbs, gutters, and any other structure, public or private, resulting from or caused by reason of construction, installation, maintenance, repair, removal, replacement or operation of the Advertisement Sign and License Area.
- P. If a trench, pit, or other excavation is required during approved construction, no trenches, pits, or other excavation, other than bore pits, shall be left open overnight, except as specifically authorized by the City's Director of Development Services and City's Engineer. Bore pits are not allowed open for a period of longer than 14 calendar days, regardless of location. All trenches, pits, or other excavations, other than bore pits, shall be backfilled by the Licensee promptly and in accordance with current City standards and specifications and as per the City inspector's request. All trenches, pits, and other excavations, *including* bore pits, shall be barricaded by the Licensee in accordance with the Texas Manual on Uniform Traffic Control Devices and as approved by the City's Traffic Engineer. [See paragraph "J.2." for additional requirements pertaining to trenches, pits, and other excavations.]

- Q. If backfilling becomes necessary, all backfill, specifically including that in and around existing utilities, shall be made by Licensee according to current City standards and specifications and as required by a City inspector.
- R. Use of the Advertisement Sign authorized by this License is strictly limited to providing service to Butler & Diaz, Inc., d/b/a Yorktown Mini Storage, a Texas small business corporation, located at 6652 Yorktown Boulevard., in the License Area.
- S. INDEMNIFICATION. By its acceptance of this license, the Licensee covenants and agrees fully to indemnify and hold harmless the City and the elected officials and officers and employees of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature. including but not limited to, personal injury or death and property damage, made upon the City, directly or indirectly arising out of, resulting from or related to Licensee's activities under this license. including any acts or omissions of Licensee, and any respective agent, officer, director, representative, employee, consultant, or sub-licensee of Licensee, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this license, all without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defense of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties to this license and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Licensee shall promptly advise the City in writing of any claim or demand against the City or Licensee known to the Licensee related to or arising out of Licensee's activities under this license and shall see to the investigation and defense of the claim or demand at Licensee's cost. The City shall have the right, at its option and at its own expense, to participate in the defense without relieving Licensee of any of its obligations under this paragraph. The City shall cooperate with Licensee in the defense of all claims, proceedings, actions, and suits subject to this indemnification. This indemnification shall not extend to any costs, claims, liens. damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, or suit to the extent they directly or indirectly arise out of, result from or relate to the negligent or wrongful acts or omissions of City or its officers, agents, employees, representatives, consultants, or contractors. This indemnification survives the termination or expiration of this license.

- T. All signatories signing this License warrant and guarantee that they have the authority to act on behalf of the entity represented and make this License binding and enforceable by their signatures.
- U. Unless otherwise stated in this License, any notice required or permitted to be given under this License must be in writing and sent by certified mail, return receipt requested to the following addresses:

If to Licensee:

Butler & Diaz, Inc., d/b/a Yorktown Mini Storage, a

Texas small business corporation

6652 Yorktown Boulevard Corpus Christi, TX 78414

If to the City:

City of Corpus Christi

Attn: Director, Development Services Department

P. O. Box 9277

Corpus Christi, TX 78469-9277

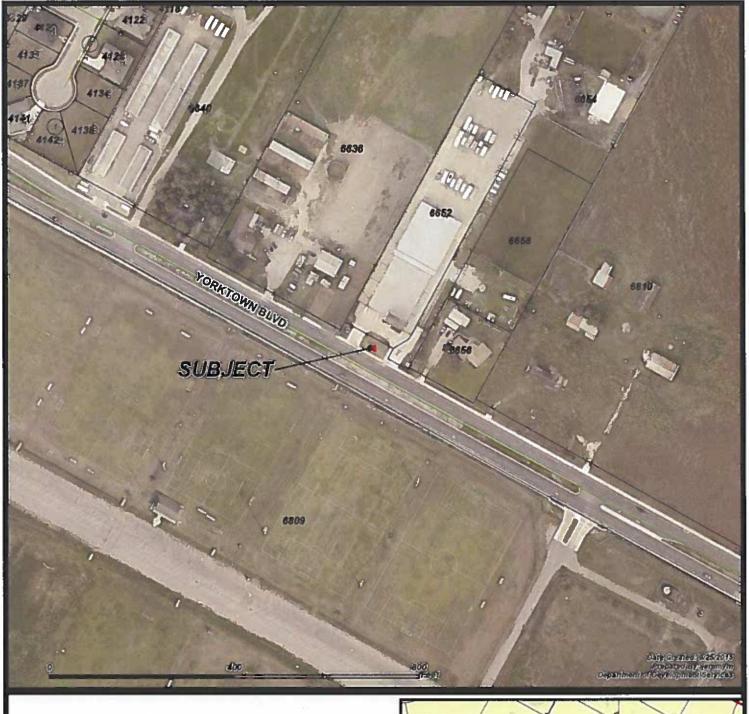
Any party shall, by notice to the others in accordance with the provisions of this paragraph, specify a different address or addressee for notice purposes within 10 days of any address change.

- V. This License shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created pursuant to this License are performable in Nueces County, Texas. Venue for all actions arising from, out of, or related to this License must be brought in Nueces County, Texas.
- W. The Licensee further agrees, in compliance with the City of Corpus Christi Ordinance No. 17112, to complete, as part of this License, the completed "Disclosure of Interests" form is attached and incorporated by reference into this License as Exhibit "D" as if set out here in their entireties.
- X. This instrument, including exhibits, constitutes the entire License between the City and the Licensee, and no prior written, oral, or contemporaneous promises, warranties, or representations shall be binding upon any parties. This License may only be amended by written instrument signed by authorized representatives of the City and Licensee, and approved as required by City law.

EXECUTED IN DUPLICATE this 21 day of October, 2015.				
Butler & Diaz, Inc., d/b/a Yorktown Mini Storage, a Texas small business corporation 10 21 15 Date Doin T. Butler President				
ACKNOWLEDGMENT				
STATE OF TEXAS § SCOUNTY OF NUECES §				
This instrument was acknowledged before me on				
Notary Public's Signature Notary Public STATE OF TEXAS				

EXECUTED IN DUPLICATE this 21 day of October, 2015.				
Butler & Diaz, Inc., d/b/a Yorktown Mini Storage, a Texas small business corporation D al ab5 Date				
ACKNOWLEDGMENT				
STATE OF TEXAS S COUNTY OF NUECES This instrument was acknowledged before me on Elizabeth F. But lace Owner, Butler & Diaz, Inc., d/b/a Yorktown Mini Storage, a Texas small business corporation, on behalf of said Corporation.				
LETICIA TREVINO Notary Public STATE OF TEXAS My Comm. Exp. 0708/2019				

ATTEST:	CITY OF CORPUS CHRISTI
City Secretary	By: Daniel M. Grimsbo, P.E. Director, Development Services Department
Approved as to legal form:	, 2015
Julian Grant Senior Assistant City Attorney for the City Attorney	
STATE OF TEXAS § COUNTY OF NUECES §	
COUNTY OF NUECES §	
	d before me on, 2015, by stor, Development Services Department, of the City of Corporation, on behalf of said corporation.
20	Notary Public's Signature



LICENSE FOR STREET RIGHT-OF-WAY USE 6652 YORKTOWN BLVD



Subject

Exhibit A



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ATTACHMENT EXHIBIT C

INSURANCE REQUIREMENTS

I. PERMITTEE'S LIABILITY INSURANCE

- A. Permittee shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Permittee must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Permittee shall furnish to the Risk Manager or designee and Director of Development Services. two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be listed as an additional insured for the General Liability policy, and a waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE	
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate	
Commercial General Liability including: 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Permittees 7. Pollution/Environmental Impairment	\$1,000,000 Per Occurrence \$2,000,000 Aggregate	
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned	\$1,000,000 Combined Single Limit	
WORKERS' COMPENSATION	WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT.	
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000	

C. In the event of accidents of any kind related to this project, Permittee shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

A. Permittee must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.

- B. Permittee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Permittee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Permittee shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Permittee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi Attn: Risk Management P.O. Box 9277 Corpus Christi, TX 78469-9277

- D. Permittee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
 - Name the City and its officers, officials, employees, volunteers, and elected representatives as
 additional insured by endorsement, as respects operations, completed operations and activities of, or
 on behalf of, the named insured performed under contract with the City, with the exception of the
 workers' compensation policy
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy:
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Permittee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Permittee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Permittee to stop work hereunder, and/or withhold any payment(s) which become due to Permittee hereunder until Permittee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Permittee may be held responsible for payments of damages to persons or property resulting from Permittee's or its subcontractor's performance of the work covered under this agreement.

- H. It is agreed that Permittee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2014 ins req.
Development Services
11/13/2014 ds Risk Mgmt.



Exhibit D

CITY OF CORPUS CHRISTI DISCLOSURE OF INTERESTS

City prov	of Corpus Christi ordinance 17112, as amended, requires all ride the following information. Every question must be answer	persons or firms seeking to do business with the City to red. If the question is not applicable, answer with "NA"			
FIRS	STNAME: Butler and Diaz In	ic. DBA Gorktown Mini St			
STR	REET: LOLISA MONKHOWN Blund	CITY: Corpus thiutzip: 78414			
FIRM	MIS: N. Corporation 2. Partnership 3. Sole Own	•			
	DISCLOSURE QU	ESTIONS			
If ad-	ditional space is necessary, please use the reverse side of thi	s page or attach separate sheet.			
1,	State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3 or more of the ownership in the above named "firm".				
	Name N T	Job Title and City Department (if known)			
2	State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% of more of the ownership in the above named "firm".				
	Name Name	Title			
3	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	Board, Commission, or Committee			
4.	State the names of each employee or officer of a "consul matter related to the subject of this contract and has a ownership in the above named "firm".	tant" for the City of Corpus Christi who worked on any n "ownership interest" constituting 35 or more of the			
	Name N A	Consultant			
	CERTIFICAT	E			
UISCIUS	y that all information provided is true and correct as of the da sure of any information requested; and that supplemental s Christi, Texas as changes occur.	te of this statement, that I have not knowingly withheld statements will be promptly submitted to the City of			
Certify	ing Person: Elizabeth Butler	Title: Office.			
Signati	ure of Certifying Person:	Date: 9 27/15			