

**Ordinance authorizing a Water Distribution Main Line Extension Construction and Reimbursement Agreement with Esther Ybarra to extend a line to a planned residential property located at 7541 Weber Road for a term not to exceed 12 months; appropriating \$101,950.24 from the Water Distribution Main Trust Fund to reimburse developer.**

**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 Water Distribution Main Line Extension Construction and Reimbursement Agreement (“Agreement”) attached hereto, with Mrs. Esther Ybarra, for the construction and installation of 200 linear feet of an 8-inch water distribution main line, for the development of the platted property know as Ybarra Terrace, Lot 1, Corpus Christi, Texas.

**SECTION 2.** Funding in the amount of \$101,950.24 is appropriated from the No. 4030-330937 Water Distribution Main Trust Fund to reimburse the Developer for the construction of 200 linear feet of an 8-inch water distribution main line, and construction improvements in accordance with the agreement.

That the foregoing ordinance was read for the first time and passed to its second reading on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

Joe McComb	_____	Michael Hunter	_____
Roland Barrera	_____	Ben Molina	_____
Rudy Garza	_____	Everett Roy	_____
Paulette M. Guajardo	_____	Greg Smith	_____
Gil Hernandez	_____		

That the foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by the following vote:

Joe McComb	_____	Michael Hunter	_____
Roland Barrera	_____	Ben Molina	_____
Rudy Garza	_____	Everett Roy	_____
Paulette M. Guajardo	_____	Greg Smith	_____
Gil Hernandez	_____		

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

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

\_\_\_\_\_  
Joe McComb  
Mayor

**DISTRIBUTION MAIN EXTENSION CONSTRUCTION  
AND REIMBURSEMENT AGREEMENT**

**STATE OF TEXAS           §**  
  **§**  
**COUNTY OF NUECES       §**

This Water Distribution Main Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Mrs. Esther Ybarra.

**WHEREAS**, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on May 15, 2019 to develop a tract of land, to wit: approximately 9.04 acres known as Ybarra Terrace Lot 1, 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 distribution main extension ("Distribution Main Extension");

**WHEREAS**, it is to the best interest of the City that the Distribution Main Extension be constructed to its ultimate capacity under the City's applicable Master Plan;

**WHEREAS**, Section 8.5.1.C.2. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when certain funds become fully available in the Distributions Main Trust Fund and are appropriated by the City Council; and

**WHEREAS**, the Developer/Owner has submitted an application for reimbursement of the costs for installing the Distribution Main Extension, 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 Water 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 Distribution Main Extension 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 registered and licensed in the State of Texas, acceptable to the City's Development Services Engineer, to prepare and seal plans and specifications for the Distribution Main Extension, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

1. 16-inch HDD, 200 liner feet
2. 16-inch diameter steel casing, 200 liner feet
3. 8-inch Fusible PVC water distribution line, 200 liner feet
4. 8-inch diameter Cross, one (1) each
5. 8-inch stub-outs/plugs, three (3) total
6. Fire hydrant, one (1) each
7. Labor for 10 days
8. Hot Tap (LS)
9. Vacuum Trailer (LS)
10. Mobilize (LS)

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

c. The plans and specifications must comply with the City's Water Distribution 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. SITE IMPROVEMENTS. Prior to the start of construction of the Distribution Main Extension, the Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Distribution Main Extension. If any of the property needed for the Easements is owned by a third party and 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. PLATTING FEES. Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC.

6. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Distribution Main Extension, under the approved plans and specifications, by August 30, 2020.

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 40th 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 Distribution Main Extension, according to the approved plans and specifications, by the 70th 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 Distribution Main Extension under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Distribution Main Extension, under the approved plans and specifications, on or before August 30, 2020.
- 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 11, 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:

Mrs. Ester Ybarra  
5873 Hall Avenue  
Corpus Christi  
Texas, 78408

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

14. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond 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. 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. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Distribution Main Extension and the construction thereof 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. The maximum reimbursable amount pursuant to UDC §8.5.1. C.2. is **\$108,450.00**. The maximum reimbursable amount for the Distribution Main Extension less **\$6,499.76** lot/acreage fee credit is **\$101,950.24** Subject to the

conditions for reimbursement from the City Developer Participation Funds and the appropriation of funds, the City will reimburse the Developer/Owner the reasonable actual cost of the Distribution Main Extension up to an amount not to exceed **\$101,950.24** 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 within 30 days from the date of the City's administrative approval of the invoice in accordance with state law.
- 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
  - 3. 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.
- d. To be eligible for reimbursement, the work must be constructed in a good and workmanlike manner, in accordance with the approved plans and specifications, and in compliance with the City's Infrastructure Design Manual, and all other local, state and federal laws, codes and regulations, and must have been inspected and accepted by the City.

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. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT. 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 Water Distribution Main Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and this Agreement has priority per UDC §8.5.1. C.

**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 water 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 attorneys 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 any hazardous substance. The fees for which the developer/owner shall be responsible under this subparagraph shall include but shall not be limited to the fees charged by (i) attorneys, (ii) environmental 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. ASSIGNMENT OF AGREEMENT. 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. DISCLOSURE OF INTEREST. 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 Interests form attached hereto as Exhibit 5.

21. EFFECTIVE DATE. 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.

22. DEDICATION OF DISTRIBUTION MAINS. Upon completion of the construction, dedication of Distribution Main Extension will be subject to City inspection and approval.

23. CERTIFICATE OF INTERESTED PARTIES. 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;
  - b. 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 [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

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 <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

25. AUTHORITY. 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 \_\_\_\_\_, 2019.

ATTEST:

CITY OF CORPUS CHRISTI

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

\_\_\_\_\_  
Nina Nixon-Mendez, FAICP  
Director of Development Services  
For City Manager

APPROVED AS TO LEGAL FORM:

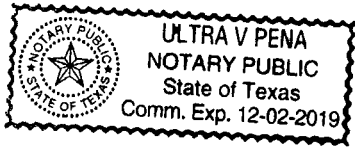
\_\_\_\_\_  
Buck Brice (Date)  
Assistant City Attorney  
For City Attorney

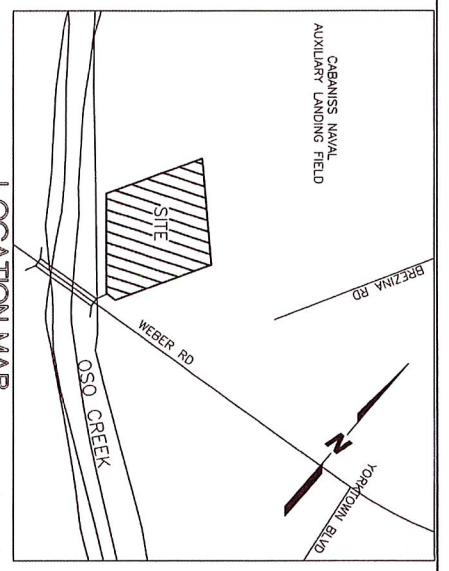
By: Esther Ybarra  
Ester Ybarra  
Owner

STATE OF TEXAS §  
  §  
COUNTY OF NUECES §

This instrument was acknowledged before me on July 8th, 2019, by Mrs. Esther Ybarra, owner.

Michael V. Perea  
Notary Public's Signature

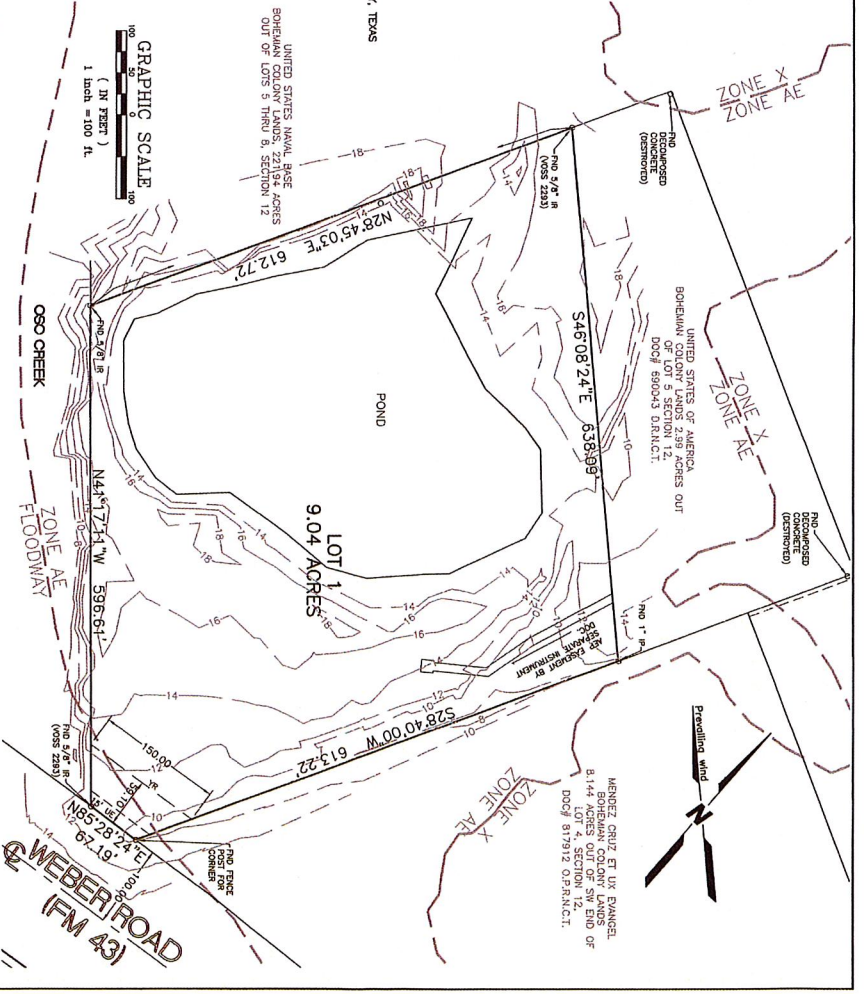




**YBARRA TERRACE  
LOT 1**

BEING A TRACT OF LAND BEING OUT OF LOT 5, SECTION 12, AND LOT 1, SECTION 18 OF THE BOHEMIAN COLONY LANDS RECORDED IN VOLUME 'A', PAGE 48, MAP RECORDS, IN NUECES COUNTY, TEXAS AND MORE PARTICULARLY BEING A TRACT OF 9.04 ACRES, DEED RECORDS OF NUECES COUNTY, TEXAS, CONTAINING 9.04 ACRES.

- LEGEND**
- U/E UTILITY EASEMENT
  - Y.R. YARD REQUIREMENT
  - I.P. IRON PIPE
  - M.R.N.C.T. MAP RECORDS NUECES COUNTY, TEXAS
  - D.R.N.C.T. DEED RECORDS NUECES COUNTY, TEXAS
  - O.P.R.N.C.T. OFFICIAL PUBLIC RECORDS NUECES COUNTY, TEXAS



STATE OF TEXAS §  
COUNTY OF NUECES §  
ESTHER CASTILLO YBARRA

STATE OF TEXAS §  
COUNTY OF NUECES §  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY  
THIS THE \_\_\_\_ DAY OF \_\_\_\_ 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF NUECES §  
I, MURRAY BASS JR., REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND IS SUBJECT TO THE BEST OF MY KNOWLEDGE & BELIEF.  
THIS THE 12th DAY OF APRIL, 2019.



MURRAY BASS JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR

- NOTES**
1. THE PROPERTY IS ZONED TR-1 RURAL.
  2. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
  3. BASIS OF BEARING IS STATE OF TEXAS LAURENT GRID, SOUTH ZONE, AND 1983, ESTABLISHED BY STATION OBSERVATION AND OPUS SOLUTION BY NGS. ELEVATIONS REFER TO NAVD 1988.
  4. THE SUBJECT PROPERTY LIES IN ZONE AE, FLOOD PLAIN BOUNDARIES HAVE BEEN SCALED FROM FEMA PANEL 48355 C 0510 G DATED OCTOBER 23, 2016 (DRAFT REVISED PRELIMINARY).
  5. 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 "CONTRACT RECREATION USE."
  6. IF THE PROPERTY WERE TO BE SUBDIVIDED, COMPLIANCE WITH THE PUBLIC OPEN SPACE REGULATIONS WILL BE REQUIRED AS APPLICABLE.



**BASS & WELSH ENGINEERING**  
CONSULTING ENGINEERS AND SURVEYORS  
3054 SOUTH ALAMEDA STREET 78404  
P.O. BOX 6397 78466-6397  
TELEPHONE: (361) 882-5521  
FACSIMILE: (361) 882-1265

PREPARED BY  
ERIC WILLIAMS, P.E.  
CHAIRMAN

WILLIAM J. GREEN, P.E.  
DEVELOPMENT SERVICES ENGINEER

NINA NIXON-MENDEZ, FAICP  
SECRETARY

FRM REGISTRATION NO. F-452 (ENGINEERING)  
FRM REGISTRATION NO. 00027 (SURVEYING)  
CORPUS CHRISTI, TEXAS

STATE OF TEXAS §  
COUNTY OF NUECES §  
THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY THE  
THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.  
THIS THE \_\_\_\_ DAY OF \_\_\_\_ 2019.

STATE OF TEXAS §  
COUNTY OF NUECES §  
APPROVED BY THE CORPUS CHRISTI-NUECES COUNTY HEALTH DEPARTMENT.  
THIS INSTRUMENT AND/OR SEWER SYSTEM SHALL BE APPROVED BY THE  
WATER SUPPLY AND/OR SEWER SYSTEM DEPARTMENT PRIOR TO INSTALLATION.  
PUBLIC HEALTH ENGINEER

STATE OF TEXAS §  
COUNTY OF NUECES §  
I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED  
THIS \_\_\_\_ DAY OF \_\_\_\_ 2019 WITH ITS CERTIFICATE OF  
AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE  
DAY OF \_\_\_\_ 2019 AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE  
MAP RECORDS OF SAID COUNTY IN VOLUME \_\_\_\_ PAGE \_\_\_\_  
INSTRUMENT NUMBER \_\_\_\_

WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID  
COUNTY AT OFFICE IN CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE  
DAY AND YEAR LAST WRITTEN.

BY: \_\_\_\_\_ DEPUTY  
KARA SANDS  
COUNTY CLERK  
NUECES COUNTY, TEXAS

YBARRA TERRACE, LOT 1 SHEET 1 OF 1

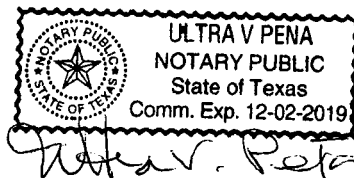
**APPLICATION FOR WATER DISTRIBUTION MAIN EXTENSION CONSTRUCTION  
REIMBURSEMENT**

I, Mrs. Ester Ybarra, 5873 Hall Avenue, Corpus Christi Texas 78408, owner and developer of proposed Ybarra Terrace Lot 1. Corpus Christi Texas(see attached land plan), hereby request reimbursement of \$101,950.24 for the installation of the Water Distribution Main Line Extension in conjunction with said lot, as provided for by UDC Section 8.5.1.C.2.a. \$108,450.76 is the construction cost, including Engineering and Surveying, as shown by the cost supporting documents attached herewith.

Esther Ybarra  
Esther Ybarra, Owner

7-8-19  
Date

STATE OF TEXAS                    §  
COUNTY OF Nueces           §



This instrument was acknowledged before me on July 8th, 2019 by Esther Castillo Ybarra Owner.

**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 Water Distribution Main Trust Fund, and
- (b) Appropriation and approval by the City Council.

\_\_\_\_\_  
Development Service Engineer

\_\_\_\_\_  
(Date)

**APPLICATION FOR WATER LINE CREDIT**

I, Mrs. Esther Ybarra, 5873 Hall Avenue, Corpus Christi Texas, 78408, owner and developer of proposed Ybarra Terrace Lot 1, Corpus Christi, hereby apply for \$6,499.76 credit towards the water system lot fee for the installation of the water distribution mains as provided for by UDC Section 8.5.1.C.2.a. \$108,450.00 is the estimated construction cost as shown by the cost supporting documents attached herewith.

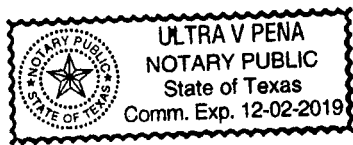
By: Esther Ybarra  
Esther Ybarra

Title: Owner

Date: 7-8-19

STATE OF TEXAS §  
COUNTY OF Nueces §

This instrument was acknowledged before me on July 8<sup>th</sup> 2019 by Esther Castillo Ybarra,  
Owner of said entity.



Alfonso Pena  
Notary Public in and for the State of Texas



# PUBLIC WATER IMPROVEMENTS

## YBARRA TERRACE

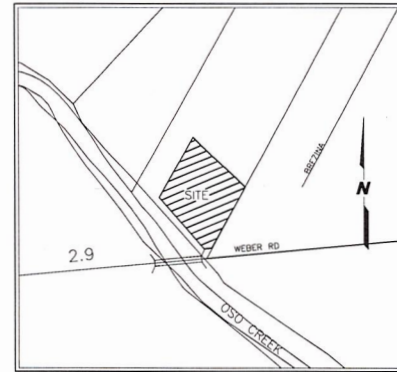
### LOT 1

#### CITY STANDARD SPECIFICATIONS

THE FOLLOWING CITY OF CORPUS CHRISTI STANDARD SPECIFICATIONS OF WHICH CAN BE OBTAINED FROM THE CITY OF CORPUS CHRISTI WEBSITE: [HTTP://WWW.CTCTEXAS.COM/SERVICES/CONSTRUCTION-AND-PROPERTY-SERVICES/BUILDING-COMPLIANCE-INFORMATION/DESIGN-STANDARDS](http://www.ctctexas.com/services/construction-and-property-services/building-compliance-information/design-standards) SHALL BE UTILIZED FOR THIS PROJECT. CONTRACTOR SHALL PRINT/OBTAIN COPIES OF THESE SPECIFICATIONS AND ALL OTHER DESIGN STANDARDS THAT MAY APPLY TO THIS PROJECT PRIOR TO BEGINNING THE WORK AND PRIOR TO CONSTRUCTION OF THE WORK. THE WORD "ENGINEER" AS USED IN SAID CITY STANDARD SPECIFICATIONS SHALL REFER TO BASS & WELSH ENGINEERING.

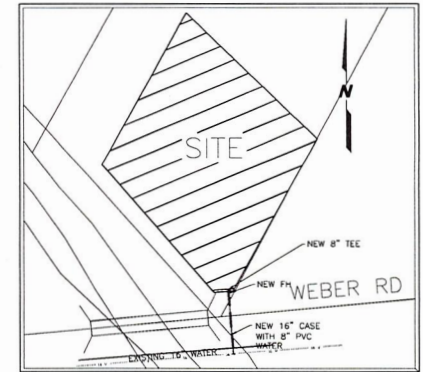
- 022020 EXCAVATION AND BACKFILL FOR UTILITIES
- 022022 TRENCH SAFETY FOR EXCAVATIONS
- 023020 JACKING, BORING, TUNNELING
- 026201 WATER LINE RISER ASSEMBLY
- 026202 HYDROSTATIC TESTING OF PRESSURE SYSTEMS
- 026206 DUCTILE IRON PIPE AND FITTINGS
- 026210 PVC PIPE - ANWMA C 900 AND C 905
- 026402 INSTALLATION OF WATER LINES
- 026409 TAPPING SLEEVES & VALVES
- 026411 GATE VALVES FOR WATER LINES
- 026416 FIRE HYDRANTS
- 026820 SEEDING
- 030020 PORTLAND CEMENT CONCRETE
- 032020 REINFORCING STEEL

Digitally signed by William J. Green, P.E.  
 DN: cn=William J. Green, P.E., o=Development Services, ou=City of Corpus Christi, Texas, email=billg@ctctexas.com, c=US  
 Date: 2019.05.22 15:40:33 -05'00'



LOCATION MAP

SCALE: 1"=300'



1"=200' WATER MAP

#### GENERAL NOTES:

- SUBSIDIARY WORK: IN THE COURSE OF FURNISHING OR CONSTRUCTING A COMPLETE WORK OR IMPROVEMENT, CERTAIN WORK MAY BE NECESSARY WHICH IS SUBSIDIARY TO THE ITEMS WHICH ARE ESTABLISHED AS PAY ITEMS. SOME SUCH SUBSIDIARY WORK MAY BE SHOWN AND SPECIFIED IN DETAIL IN THE PLANS AND SPECIFICATIONS; OTHER WORK MAY BE LESS COMPLETELY SHOWN, AND OTHER SUCH WORK WHICH IS ENTIRELY NECESSARY FOR THE SATISFACTORY COMPLETION OF THE WORK AS A WHOLE MAY NOT BE NOTED ON THE PLANS OR IN THE SPECIFICATIONS; IT SHALL BE THE DUTY OF THE CONTRACTOR TO CARRY OUT ALL SUCH SUBSIDIARY WORK AS IF FULLY SHOWN, AND THE COST OF SUCH WORK SHALL BE MADE SUBSIDIARY TO THE ESTABLISHED PAY ITEM.
- CONTRACTOR SHALL NOTIFY THE CITY OF CORPUS CHRISTI CONSTRUCTION INSPECTION DEPARTMENT (880-3555) AT LEAST 3 WORKING DAYS PRIOR TO BEGINNING ANY WORK ON PUBLIC IMPROVEMENTS. THE CITY WATER INSPECTOR MUST BE CONTACTED AT LEAST 48 HOURS BEFORE ANY WORK BEGINS ON PUBLIC WATER IMPROVEMENTS. CALL FRED PENA (826-1808) TO GET THE NAME AND NUMBER OF THE INSPECTOR WHO WILL BE ASSIGNED TO THIS PROJECT.
- CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES, INCLUDING TEXAS 811, 48 HOURS PRIOR TO ACTUAL CONSTRUCTION.
- TRAFFIC CONTROL PLAN FOR TXDOT WILL BE REQUIRED FROM TRAFFIC ENGINEERING FOR ALL WORK IN PUBLIC ROW OR EASEMENT. ALL WORK AFFECTING TXDOT RIGHT OF WAY WILL REQUIRE TXDOT APPROVAL AND/OR PERMIT, AS APPLICABLE. ALL PERMITS MUST BE ISSUED BEFORE BEGINNING ANY WORK IN PUBLIC RIGHT OF WAY OR EASEMENT.
- CONTRACTOR SHALL PROVIDE OWNER A ONE YEAR GUARANTEE AND WARRANTY AGAINST ALL DEFECTS IN MATERIALS, WORKMANSHIP AND COMPACTION OF EARTH AND PAVING.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS AND PAYING ANY APPLICABLE FEES. CONTRACTOR SHALL CONTACT CITY DEVELOPMENT SERVICES TO DETERMINE THE REQUIRED PERMITS AND FEES. CONTRACTOR SHALL PAY ALL PERMIT FEES AT HIS OWN EXPENSES (NO SEPARATE PAY).
- CONTRACTOR SHALL PERFORM NO TRENCH EXCAVATIONS IN THE GROUND IN ANY PORTION OF THE PROJECT WITHOUT ALL EXISTING UNDERGROUND UTILITY LINES STAKED ON THE GROUND (TO IDENTIFY LOCATION) IN THE VICINITY OF CONTRACTOR'S TRENCHING OPERATIONS. CONTRACTOR SHALL CAUSE THE OWNERS OF UTILITY LINES TO STAKE THEIR UNDERGROUND LINES PRIOR TO ANY CONSTRUCTION.
- A TXDOT PERMIT IS REQUIRED FOR ANY EXCAVATION IN PUBLIC RIGHT-OF-WAY. EXCAVATION MEANS AS ACTIVITY THAT CUTS, PENETRATES, OR BORES UNDER ANY PORTION OF THE PUBLIC WAY THAT HAS BEEN IMPROVED WITH A PAVED SURFACE FOR STREET, SIDEWALK, SURFACE DRAINAGE, OR RELATED PUBLIC TRANSPORTATION INFRASTRUCTURE. PURPOSSES PERMIT MUST BE OBTAINED FOR EXCAVATION IN ANY PUBLIC WAY THAT HAS BEEN CONSTRUCTED, RECONSTRUCTED, REPAVED, OR RESURFACED IN THE PRECEDING PERIOD OF FIVE YEARS FROM THE DATE OF ACCEPTANCE BY THE PUBLIC WORKS CONSTRUCTION ENTITY.

#### WATER NOTES

- PROVIDE THRUST BLOCKS AT ALL 6" AND 8" WATER FITTINGS PURSUANT TO DETAILS AS SHOWN ON WATER DETAIL SHEETS.
- PROVIDE CAST IRON BOXES AND PVC PIPE EXTENSIONS WITH CONCRETE AT GATE VALVES PURSUANT TO DETAILS AS SHOWN.
- CONSTRUCT WATER RISERS AT END CAPS ON PIPES AND 2" BLOW-OFF VALVES FOR FILLING AND TESTING PURPOSES PURSUANT TO DETAILS AS SHOWN.
- ALL WATER MANS SHALL BE C900 DR18 PVC WITH DUCTILE IRON MECHANICAL JOINT FITTINGS OR FUSIBLE C900 DR18 PVC AND SHALL BE BEDDED IN (ENCASED IN) SAND TO 6" ALL AROUND PIPE.
- ALL PUBLIC WATER LINE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH REQUIREMENTS SET FORTH BY THE CITY OF CORPUS CHRISTI WATER DISTRIBUTION STANDARDS, DETAILS, AND PRACTICES. PVC PIPE AND FITTINGS FOR WATER LINES SHALL BE ANWMA C-900, CLASS 150, WITH A DR OF 18. FIRE HYDRANTS WILL BE LOCKED ONTO VALVE BY USE OF RETAINER CLANCS ON DP.
- PIPE SHALL BE LAD A MINIMUM OF 3" BELOW FINISHED GRADE.
- STEEL CASING SHALL HAVE 0.375" WALL.

**CALL BEFORE YOU DIG!**

**TEXAS 811** PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BRIST - STOP AND CALL 811

THE LONE STAR NOTIFICATION COMPANY AT 1-800-669-8344

#### NOTES:

CONTRACTOR SHALL NOTIFY THE FOLLOWING SERVICES PRIOR TO ANY EXCAVATION.

Texas One Call: 1-800-245-4545  
 Southwestern Bell Locate Group 1-800-828-5127  
 The Lone Star Notification Company 1-800-669-8344  
 Texas Excavation Safety System 1-800-344-8377

#### QUANTITY ESTIMATE SUMMARY

DESCRIPTION	QUANTITY	UNIT
<b>WATER ITEMS</b>		
8" C900 PVC OR FUSIBLE C900 PVC	300	LF
16" TO 24" STEEL CASING	200	LF
16" TB TAPPING SLEEVE & TAPPING GATE VALVE	1	EA
8" TB TEE	1	EA
FIRE HYDRANT ASSEMBLY	1	EA
8" TEE	1	EA
8" STUB & PLUG	2	EA

QUANTITIES ARE PROVIDED AS AN AD TO THE CONTRACTOR AND SHOULD BE VERIFIED BY INDEPENDENT CALCULATIONS. A SEPARATE

EA EACH  
 LS LUMP SUM  
 SF SQUARE FEET  
 SY SQUARE YARDS

#### DRAWING INDEX

- PI 1. COVER
- PI 2. UTILITY PLAN
- PI 3. PLAN & PROFILE

PREPARED BY:  
**BASS & WELSH ENGINEERING**  
 3054 SOUTH ALAMEDA ST.  
 CORPUS CHRISTI, TEXAS 78404  
 TEL 361-882-5521  
 FAX 361-882-1265  
 ENGINEERING FIRM REGISTRATION NO. F-52  
 SURVEYING FIRM REGISTRATION NO. 10002700

PREPARED BY: *[Signature]*  
 MURRAY BASS JR. P.E.

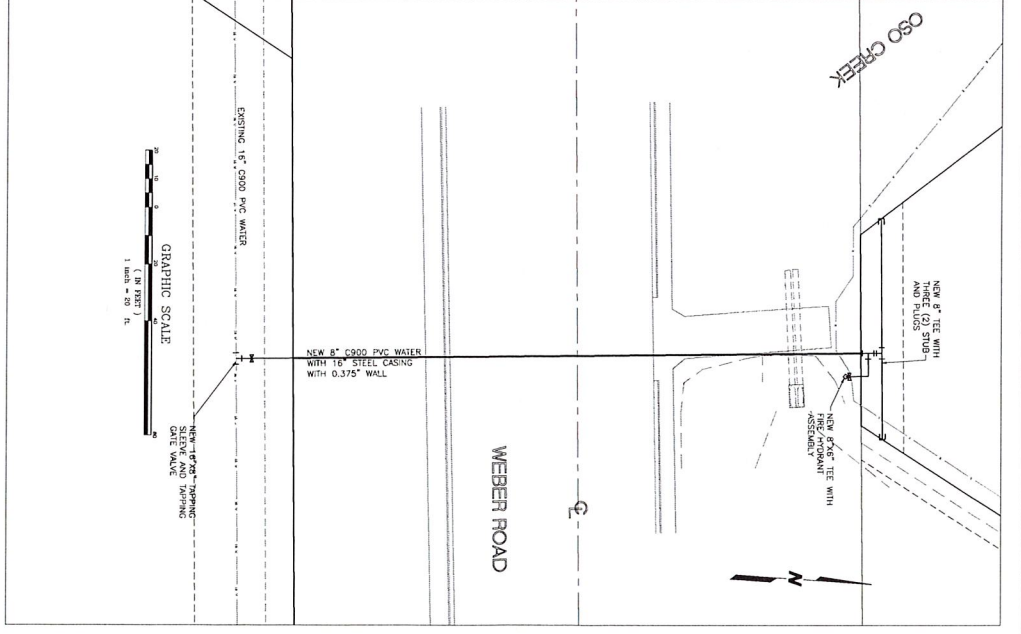
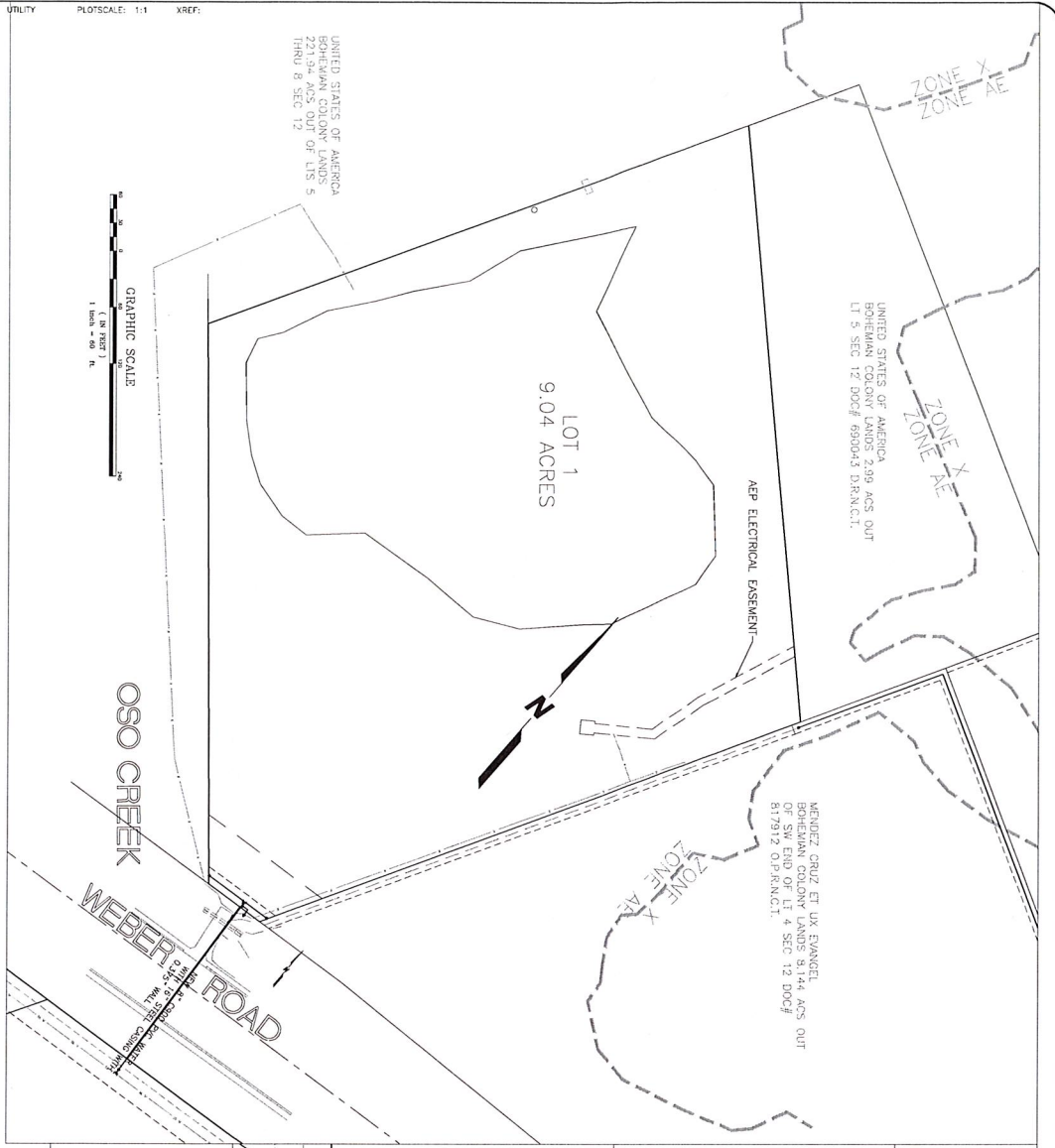


5-7-19  
 DATE

SHEET PI 1 OF 3

PLOT SCALE: 1"=1'





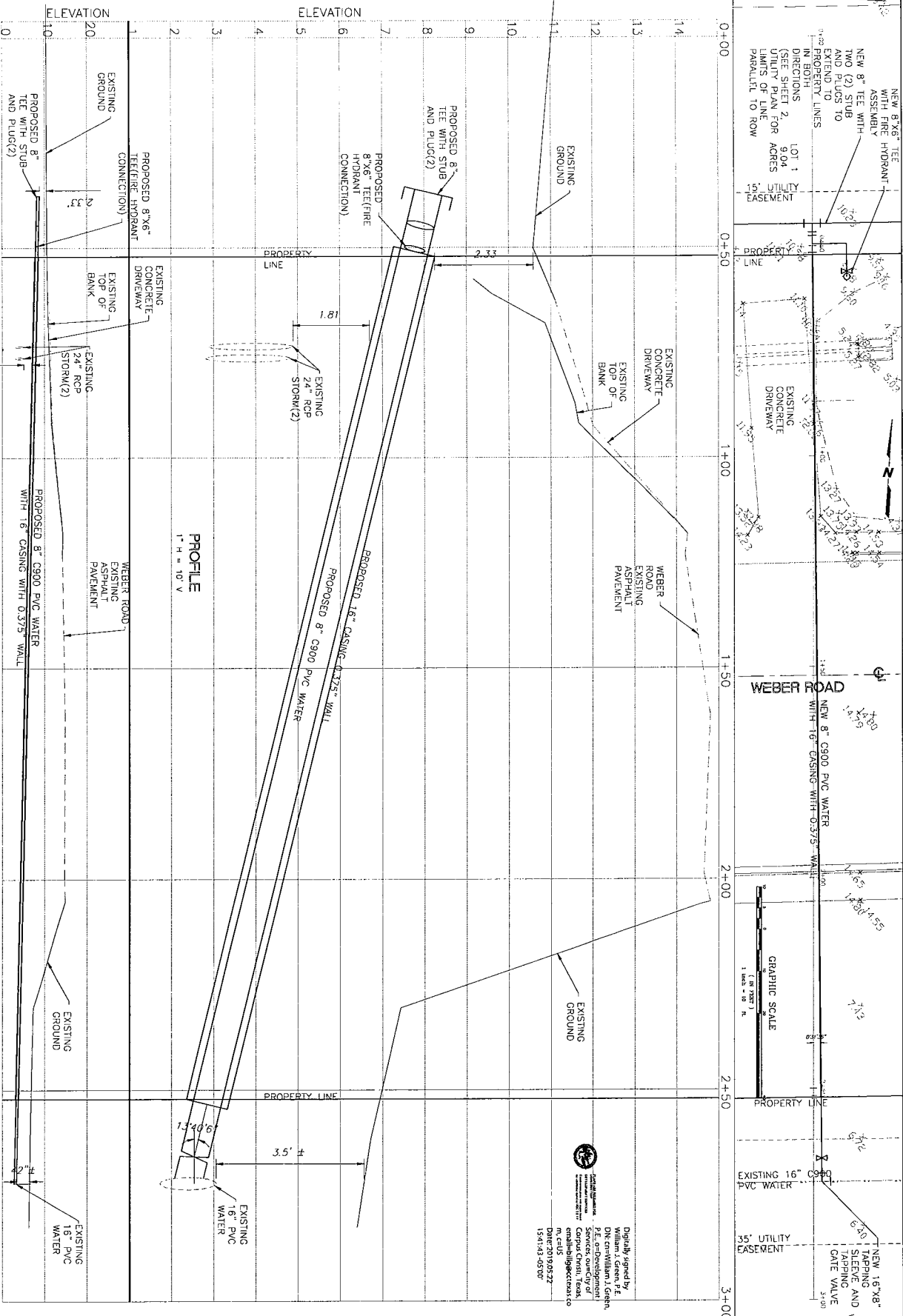
Digitally signed by William J. Green, P.E.  
DN: cn=William J. Green, P.E., o=Development Services, ou=City of Corpus Christi, Texas, email=dljg@ctexas.com, c=US  
Date: 2019.05.22 15:41:11 -0500

DATE: 1-3-19  
SCALE: AS SHOWN  
JOB NO: 18054  
DESIGN BY: MB Jr  
DRAWN BY: JC  
CHECKED BY: JH  
COMP. FILE:  
FIELD BK. NO:

**UTILITY PLAN**  
**A PORTION OF LOTS 5 & 6 SECTIONS 12 & 18**  
**BOHEMIAN COLONY LANDS**  
**7541 WEBER ROAD CORPUS CHRISTI, TEXAS 78413**

**BASS & WELSH ENGINEERING**  
CONSULTING ENGINEERS AND SURVEYORS  
3054 SOUTH ALAMEDA STREET 78404  
P.O. BOX 6397 78466-6397  
TELEPHONE: (361) 882-5521  
FACSIMILE: (361) 882-1265  
ENGINEERING FIRM REGISTRATION NO. F-52  
SURVEYING FIRM REGISTRATION NO. 10027-00  
CORPUS CHRISTI, TEXAS





**PROFILE**  
1" H = 10' V

**PROFILE**  
1:10 BOTH DIRECTIONS

**PLAN & PROFILE**  
**A PORTION OF LOTS 5 & 6 SECTIONS 12 & 18**  
**BOHEMIAN COLONY LANDS**  
**7541 WEBER ROAD CORPUS CHRISTI, TEXAS 78413**

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 FACSIMILE: (361) 882-1265  
 ENGINEERING FIRM REGISTRATION NO. F-52  
 SURVEYING FIRM REGISTRATION NO. 100027-00  
 CORPUS CHRISTI, TEXAS

DATE: 1-3-19  
 SCALE: AS SHOWN  
 JOB NO.: 1904  
 DESIGN BY: MB, Jr.  
 DRAWN BY: JC  
 SURVEYED BY: JH  
 COMP. FILE:  
 FIELD BK. NO.:

**3**

OF 4 SHEETS



DATE: 05-07-19 10:57 AM JOB NO: UTILITY PLOTSCALE: 1:1 XREF:

# Bridges Specialties Inc.

4233 FM624 Robstown Tx 78380  
361-387-2743 wk 361-387-1769 fax  
[jasong@bridgespecialtiesinc.com](mailto:jasong@bridgespecialtiesinc.com)

## Proposal

## June 5, 2019

Subject: **Bohemian Colony Lands**

Description of Services	Qty	Unit Price	Amount
16" HDD	200'	\$192.00	\$38,400.00
16" Steel Casing	200'	\$75.00	\$15,000.00
8" Fusible PVC	200'	\$55.00	\$11,000.00
Mobilize	LS		\$5,000.00
Labor	10Days	\$1,650	\$16,500.00
Vacuum Trailer	LS		\$4,250.00
Hot Tap (16'x8")	LS		\$5,500.00
Hydrant	1	\$4,500	\$4,500.00
8" Tee	1	\$800.00	\$800.00
8" Stub-Outs/Plugs	2	\$2,250	\$4,500.00
Traffic Control	LS	\$3,000	\$3,000.00

**Total \$108,450.00**

### Exclusion: TX DOT Permits

#### Comments:

This proposal includes labor, material, and equipment to perform the above described services. If additional charges for any work not mentioned in the above proposal are needed, a change order will be written and signed between both parties before the additional work is performed by Bridges Specialties Inc. This proposal does not include permit fees.

We appreciate your business and look forward to working with you on future projects. Should you have any questions, or if I may be of further service, please feel free to call me at 361-537-6698.

*Jason Gordon*  
*Jan*

7/1/2019

Bridges Specialties Inc.  
Jason Gordon

*Murray Bass*  
7/2/19





CITY OF CORPUS CHRISTI  
DISCLOSURE OF INTEREST

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 question must be answered. If the question is not applicable, answer with "N/A". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Esther Ybarra

P. O. BOX: \_\_\_\_\_ STREET ADDRESS: 5673 Hill Ave

CITY: Corpus Christi STATE: TX ZIP: 78408

FIRM IS: 1. Corporation  2. Partnership  3. Sole Owner   
4. Association  Other  part-time sales & services

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this 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."

Job Title and City Department (if known)

Name \_\_\_\_\_

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name \_\_\_\_\_ Title \_\_\_\_\_

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 "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name \_\_\_\_\_ Consultant \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Esther Ybarra Title: Owner of Property  
(Type or Print)

Signature of Certifying Person: Esther Ybarra Date: 18 March 19

DEFINITIONS

a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.

b. "Economic benefit." An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.

c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.

d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.

e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.

f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through trusts, proxies, or special terms of venture or partnership agreements."

g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.