

**Ordinance authorizing the City Manager or designee, to execute a Revocable Surface Easement Abandonment Agreement (“Agreement”) with Avinash C. Ahuja and Peggy B. Ahuja (“Owners”), to construct and maintain a masonry brick wall, extending approximately 50-square feet into the public right-of-way while occupying an additional 138-square feet of public right-of-way (approximately 188 total square feet) of the present Ocean Way public street right-of-way, subject to Owners’ compliance with specified conditions.**

**WHEREAS**, Avinash C. Ahuja and Peggy B. Ahuja (“Owners,”), desire to construct and maintain a brick wall, within the present Ocean Way public street right-of-way;

**WHEREAS**, the Owners have requested, and the City of Corpus Christi (“City”) desires to grant a Revocable Surface Easement Abandonment Agreement (“Agreement”), with a one-time payment fee, in order to accomplish the purpose and use intended of 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 Agreement for the benefit of the City and the Owners, subject to the Owners’ compliance with the specified provisions of the Agreement.

**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 Revocable Surface Easement Abandonment Agreement (“Agreement”), one-time payment fee, with Avinash C. Ahuja and Peggy B. Ahuja (“Owners”) to construct and maintain a brick wall, within the Ocean Way public street right-of-way, such Agreement at all times subject to the Owners’ compliance with the conditions specified in the attached Agreement, the terms and content of which are incorporated by reference into this ordinance as if fully set out herein in their entirety.

**SECTION 2.** The Agreement authorized in Section 1 of this ordinance is subject to the Owners’ compliance with the conditions of the Agreement including, but not limited to, the provisions specified below:

- a. In exchange for the City’s authorization to use the public right-of-way to place and maintain the brick wall, the Owners agrees to provide the City with a one-time payment fee of \$3,215.00.
- b. All costs incurred to maintain, repair, or remove the brick wall is the responsibility of the Owners.

The foregoing ordinance was read for the first time and passed to its second reading on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Chad Magill	_____	Mark Scott	_____
Colleen McIntyre	_____	Carolyn Vaughn	_____
Lillian Riojas	_____		

The foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Chad Magill	_____	Mark Scott	_____
Colleen McIntyre	_____	Carolyn Vaughn	_____
Lillian Riojas	_____		

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
Nelda Martinez  
Mayor

## REVOCABLE SURFACE EASEMENT ABANDONMENT AGREEMENT

THE STATE OF TEXAS §  
COUNTY OF NUECES §

The City of Corpus Christi, a Texas home rule municipal corporation, acting through its duly authorized City Manager, Ron L. Olson, in accordance with Article IX, Section 1, Corpus Christi City Charter, in consideration of Three Thousand Two Hundred and Fifteen Dollars (\$3,215.00) by Avinash C. Ahuja and Peggy B. Ahuja ("Owners"), the owners of the property located at 101 Ocean Way, Corpus Christi, Nueces County, Texas, 78411, more particularly described on **Exhibit A** attached (the "Property"), the receipt of which is acknowledged, has granted and conveyed and by these presents does grant and convey, upon the conditions hereinafter stated, unto said Owners, a revocable surface easement abandonment solely to the extent necessary to construct and maintain a masonry brick wall, extending from the Property approximately 50-feet into the adjacent Ocean Way public right-of-way occupying an additional 138-square feet of public right-of-way (188 total square feet) (the "Improvements") as shown on the attached **Exhibit B**.

TO HAVE AND TO HOLD the same unto Owners, their heirs and assigns as owners of the Property, together with the right under these conditions at any time to enter upon the above described right-of-way to maintain the Improvements, and it is further understood that this surface easement abandonment is granted subject to the retention of underground public utility easement rights and Owner's compliance with the following conditions:

A. This Revocable Surface Easement Abandonment Agreement ("Agreement") may be revoked at any time upon the giving of 180 days' notice in writing by the City of Corpus Christi's City Manager, or designee ("City Manager") in the event that the public right of way occupied by the Improvements is needed for public purposes. Owners agree to remove all of the Improvements during such notice period.

**B. OWNERS COVENANT 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 AND ACTIONS OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, 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 USE OF THE RIGHT-OF-WAY OR CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE IMPROVEMENTS PURSUANT TO THIS AGREEMENT, INCLUDING ANY INJURY, LOSS OR DAMAGE CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM. OWNERS SHALL HAVE THE RIGHT AND DUTY, AT THEIR OWN EXPENSE, TO INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED ON ANY CLAIMS OR DEMANDS, WITH COUNSEL SATISFACTORY TO INDEMNITEES, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, OR ACTIONS.**

C. Prior to the commencement of construction of any of the Improvements, Owners must acquire and maintain liability insurance pertaining to the Improvements and the activities related to the Improvements authorized by this Agreement, in the minimum amounts set forth in the attached and incorporated **Exhibit C** and maintain such policies in effect during the period of the initial construction of the Improvements and during any subsequent periods of construction activity. The liability policy must name the City as an additional insured. Upon City Manager's written request, Owners shall provide copies of all insurance policies to the City Attorney. Such policies may not be canceled, renewed, or materially changed without 10 days advance written notice to the City's Asst. City Manager of Development Services, or designee ("Director of Development Services").

D. Owners shall require their contractor and each subcontractor to provide a Certificate of Insurance reflecting insurance in coverage amounts as set forth in **Exhibit C** and require its contractor and each subcontractor to indemnify the City, its officers, employees, and agents in the same manner that Owners has provided indemnification to the City, prior to the start of construction.

E. Owner's use of the Improvements must not interfere with City's construction, operation, repair, replacement, or maintenance of any existing or future proposed sidewalks, utility lines, or other uses. If City (or any other franchisee with utilities currently located in said rights-of-way) needs access to the rights-of-way, Owners must pay for removing or relocating the Improvements to allow access to the utility lines for repair, replacement, or maintenance of the utility lines. The Owners must repair the Improvements to their original condition or remove the Improvements at which time this Agreement terminates immediately.

F. Owners must not close or barricade a public street, or any portion of the public street, to install, repair, or maintain the Improvements until the Owners or their contractor has filed an approved traffic control plan with City's Traffic Engineering Office.

G. Owners must maintain the Improvements and keep them in good repair at all times, regardless of the type of damage that may occur, within 30 calendar days of notice of damage to Owners. Failure to do so may result in termination of this Agreement.

H. Owners must comply with all applicable Federal, State, and local laws and regulations, as may be amended.

I. This Agreement shall inure to the benefit of the Property, and the rights hereunder shall run with the land and not be separable from ownership of the Property.

J. Owners must submit a set of construction drawings to the City's Major Project Engineer for any proposed work two weeks prior to onset of construction. The drawings must show depth and location of the proposed construction and distance from the existing water, storm water, waste water and gas lines.

K. Owners or their contractor, at least 48 hours prior to beginning any approved construction, 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, Owners or their contractor 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);
- 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

L. Owners or their contractor must properly tamp backfill around existing utilities in accordance with the City of Corpus Christi Standard Specifications, including City Water Distribution System Standards.

M. If damage occurs to any gas, storm, water or wastewater line, as determined by the City's representative, a City Gas, Water, or Wastewater Division crew will be brought in and allowed immediately to make all repairs. All City's costs (labor and materials) associated with the repairs must be paid by the Owners within 30 days of City Manager's invoice thereof. City's representatives will determine the extent of damage and amount of repairs to the utility line(s).

N. Work around any existing water main must be done under the inspection of a Water Division Inspector at a daily rate of \$310.35 for each day spent inspecting construction, maintenance, repair, replacement or relocation of the Improvements pursuant hereto. A half-day (4 hours) or more of work constitutes a whole working day for purpose of calculation. Any time in excess of 8 hours a day, or on Saturday, Sunday or Holidays, must be calculated at a daily rate of \$58.18 an hour. Owners must pay these funds to the City of Corpus Christi, Water Department. These amounts will be adjusted annually on October 1 to reflect any pay increase.

O. Owners must take every precaution not to disturb the soil surrounding any existing water or wastewater line, including all thrust blocks.

P. Damage to driveways, culverts, head walls and any other structure, public or private, must be repaired by the Owners at their expense within 30 days after being notified of damage to same.

Q. Owners must not store or leave any equipment or material in City right-of-way overnight. The Owners' contractor must provide proper safety and security devices to prevent possible injuries or accidents. No open trenches or pits are to be left overnight.

R. Public right-of-way outside the area of the Improvements shall be maintained clear of any and all obstructions, including posts, support columns, and private light pole fixtures, etc.

S. 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 signatures.

T. Unless otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement must be in writing and sent by certified mail, return receipt requested to the following addresses:

**If to Owners:** Avinash C. Ahuja and Peggy B. Ahuja (“Owners”)  
101 Ocean Way  
Corpus Christi, TX 78411

**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.

U. This Agreement 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 Agreement are performable in Nueces County, Texas. Venue for all actions arising from, out of, or related to this Agreement must be brought in Nueces County, Texas.

V. The Owners further agree, in compliance with the City of Corpus Christi Ordinance No. 17112, to complete, as part of this Agreement, the “Disclosure of Interests” form attached to this Agreement as **Exhibit D**. Completed versions of Exhibit D by the Owners form a part of this Agreement and are incorporated by reference into this Agreement as if set out here in their entireties.

W. This instrument, including exhibits, constitutes the entire agreement between the City and the Owners, and no prior written, oral, or contemporaneous promises, warranties, or representations shall be binding upon any parties. This Agreement may only be amended by written instrument signed by authorized representatives of the City and Owners and approved as required by City law.

NOTE: All references herein to Owners include Owners’ contractor(s), agent(s), and employee(s) if applicable.

IN TESTIMONY WHEREOF, the City of Corpus Christi has caused these presents to be executed on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
City Secretary

By: \_\_\_\_\_  
Daniel M. Grimsbo, P.E.  
Director, Development Services Department

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Julian Grant, Assistant City Attorney

THE STATE OF TEXAS §  
COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Daniel M. Grimsbo, P.E., as Director, Development Services Department, of the City of Corpus Christi, a Texas Municipal Corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas



The above Revocable Surface Easement Abandonment is hereby accepted this the day of \_\_\_\_\_, 2015, by Avinash C. Ahuja and Peggy B. Ahuja, Owners of the Property at 101 Ocean Way, said Owners agree to keep and perform the conditions imposed by said Agreement and that they are bound by all of the terms of same.

\_\_\_\_\_  
Avinash C. Ahuja

\_\_\_\_\_  
Peggy B. Ahuja

THE STATE OF TEXAS  
COUNTY OF NUECES

This instrument was acknowledged before me on \_\_\_\_\_,  
2015, by Avinash C. Ahuja and Peggy B. Ahuja.

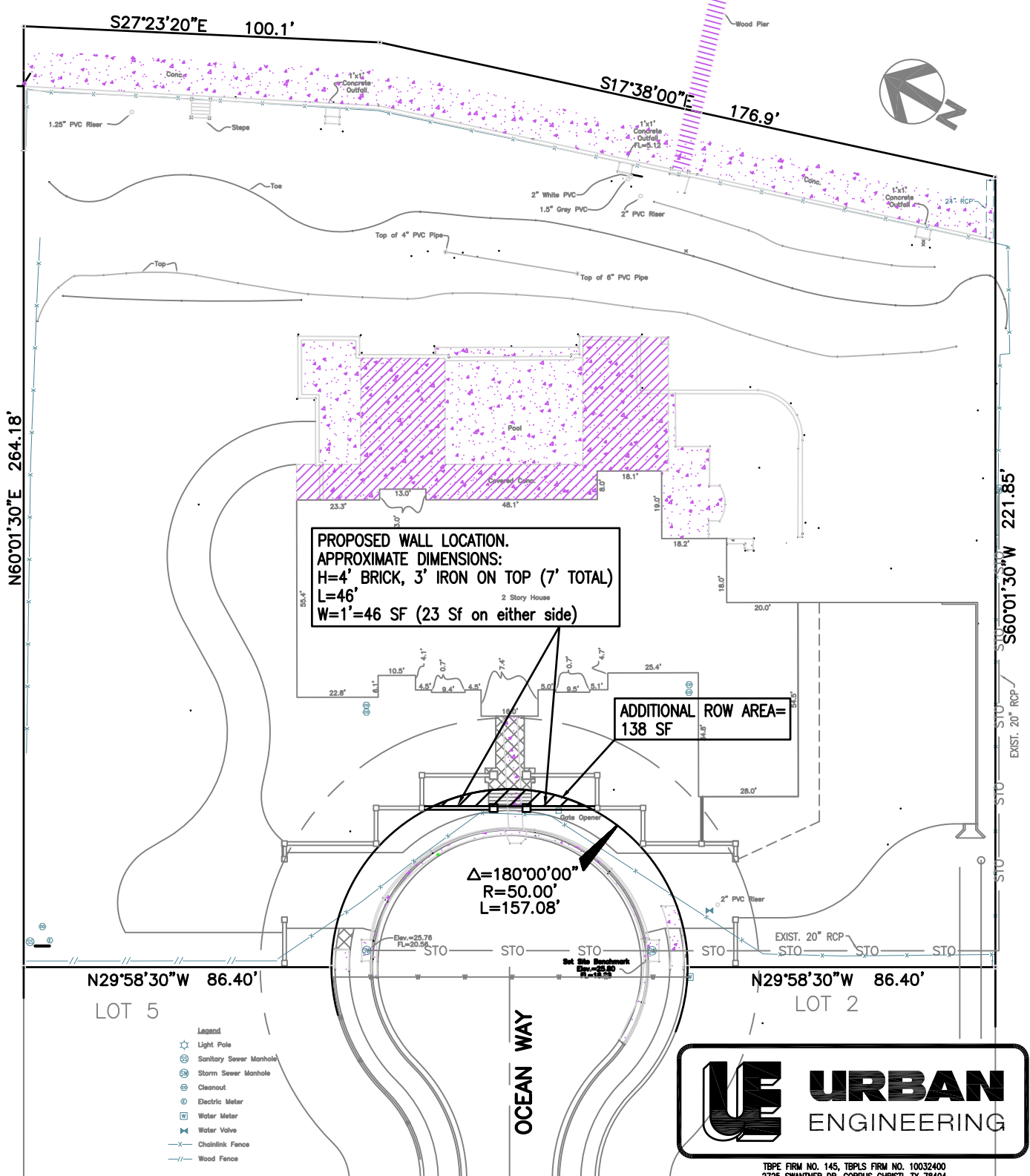
\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

## **EXHIBIT A**

Lot Seven (7), Alta Vista Heights, a subdivision in Corpus Christi, Nueces County, Texas



PROPOSED WALL LOCATION.  
 APPROXIMATE DIMENSIONS:  
 H=4' BRICK, 3' IRON ON TOP (7' TOTAL)  
 L=46'  
 W=1'=46 SF (23 Sf on either side)

ADDITIONAL ROW AREA=  
 138 SF

$\Delta=180^{\circ}00'00''$   
 $R=50.00'$   
 $L=157.08'$

- Legend
- ⊙ Light Pole
  - ⊕ Sanitary Sewer Manhole
  - ⊕ Storm Sewer Manhole
  - ⊕ Cleanout
  - ⊕ Electric Meter
  - ⊕ Water Meter
  - ⊕ Water Valve
  - - - Chainlink Fence
  - - - Wood Fence

**URBAN**  
ENGINEERING

TBPE FIRM NO. 145, TBPLS FIRM NO. 10032400  
 2725 SWANTNER DR, CORPUS CHRISTI, TX 78404  
 PHONE: 361.854.3101 WWW.URBANENG.COM

EXHIBIT B  
 REVOCABLE SURFACE EASEMENT ABANDONMENT  
 101 OCEAN WAY

DATE: JULY 8, 2015  
 SCALE: 1"=40'  
 JOB NO.: 41658.B3.00  
 SHEET: 1 OF 1  
 DRAWN BY: SB  
 © 2015 by Urban Engineering

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

**I. PERMITTEE'S LIABILITY INSURANCE**

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

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
<b>30 day written notice of cancellation, non-renewal, material change or termination and a 10 day written notice of cancellation for non-payment of premium is required on all certificates</b>	<b>Bodily Injury and Property Damage</b> Per occurrence aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises – Operations 3. Underground Hazard 4. Products/ Completed Operations Hazard 5. Contractual Liability 6. Broad Form Property Damage 7. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY—OWNED, NON-OWNED OR RENTED	\$1,000,000 COMBINED SINGLE LIMIT
WORKERS' COMPENSATION	WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT
EMPLOYERS' LIABILITY	\$500,000

- C. In the event of accidents of any kind, Permittee must furnish the Risk Manager with copies of all reports of such accidents within 10 days of any accident.

UPA ins. req.  
8-11-05 ep Risk Mgmt.

## 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. Workers' compensation coverage must be in amounts sufficient to assure that all workers' compensation obligations incurred by Permittee are promptly met.

B. Certificate of Insurance:

The **City of Corpus Christi** must be named as an **additional insured** on the General liability coverage and a blanket waiver of subrogation is required on all applicable policies.

If your insurance company uses the standard ACORD form, the **cancellation clause** (bottom right) **must be amended** by adding the wording "changed or" between "be" and "canceled", and deleting the words, "endeavor to", and deleting the wording after "left". In lieu of modification of the ACORD form, separate policy endorsements addressing the same substantive requirements are mandatory.

The **name of the project** must be listed under "Description of Operations".

At a minimum, a **30-day written notice** of cancellation, material change, non-renewal or termination and a **10-day written notice** of cancellation for non-payment of premium is required.

C. If the Certificate of Insurance on its face does not show the existence of the coverage required by items 1.B (1)-(7), an authorized representative of the insurance company must include a letter specifically stating whether items 1.B. (1)-(7) are included or excluded.

UPA ins. req.  
Risk Mgmt.



SUPPLIER NUMBER \_\_\_\_\_  
 TO BE ASSIGNED BY CITY  
 PURCHASING DIVISION

City of  
 Corpus  
 Christi

## 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 "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: \_\_\_\_\_

P. O. BOX: \_\_\_\_\_ STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ - \_\_\_\_\_

FIRM IS:      1. Corporation                          2. Partnership                          3. Sole Owner      
                   4. Association                          5. Other           

### 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."

Name	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% 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
_____	_____
_____	_____
_____	_____

### 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:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
(Type or Print)

**Signature of Certifying Person:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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 voting 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.