

**Resolution authorizing developer participation agreement with Walker Holdings and Development, LLC to reimburse developer up to \$698,177.56 for construction of Silverado Drive, Emory Drive and stormwater drainage channel improvements as part of a City initiated effort to incentivize single-family housing in Calallen near Steel Dynamics Plant in nearby Sinton, Texas.**

**WHEREAS**, the City is participating in the Developer's construction of Silverado Drive and Emory Drive;

**WHEREAS**, the City is participating in the Developer's oversizing and improvement of drainage channels "A", "B", and "C" as outline in the plans; and

**WHEREAS**, the City has determined the agreement will carry out the purpose of the Unified Development Code;

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

**SECTION 1.** The City Manager or designee is authorized to execute a developer participation agreement ("Agreement") with Walker Holdings and Development, LLC ("Developer") to reimburse developer up to \$698,177.56 for the City's participation in the construction of Silverado Drive, Emory Drive, and stormwater drainage channel improvements for the development of Calallen South Unit 1, Corpus Christi, Nueces County, Texas.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2020:

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

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

Rudy Garza \_\_\_\_\_

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

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

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

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

Everett Roy \_\_\_\_\_

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

ATTEST:

CITY OF CORPUS CHRISTI

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

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

**PARTICIPATION AGREEMENT**  
**For Oversizing Streets and Drainage Channel Improvements**  
**Per Texas Local Government Code 212.071 and UDC §8.4**

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

This PARTICIPATION AGREEMENT (“Agreement”) is entered into between the City of Corpus Christi (“City”), a Texas home-rule municipal corporation, acting by and through its City Manager, or designee, and Walker Holdings and Development, LLC, (“Developer”), a Texas Limited Partnership.

**WHEREAS**, the Developer/Owner, in compliance with the City’s Unified Development Code (“UDC”), has a plat, approved by the Planning Commission on October 2, 2019 to develop a tract of land, to wit approximately 23.15 acres known as Calallen South Unit 1, Corpus Christi Texas as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement (“Plat”);

**WHEREAS**, as a condition of the Plat, the Developer/Owner is required to expand, extend, and construct Emory Drive, Silverado Drive, and improve Stormwater Drainage Channels and associated appendas depicted on and in accordance with the improvement requirements (the “Roadway Extension” and “Drainage Improvements”) set forth in **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement by reference;

**WHEREAS**, it is in the best interests of the City to have the public street infrastructure installed by the Developer in conjunction with the Owner's final Plat;

**WHEREAS**, Section 212.071 of the Texas Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the subdivision or land; and

**WHEREAS**, this Agreement is made pursuant to Section 212.071 of the Texas Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi

**NOW, THEREFORE**, in order to provide a coordinated public street construction, stormwater drainage and improvement project, the City and the Developer agree as follows:

Section 1. RECITALS. The parties agree that the language contained in the preamble of this Agreement is substantive in nature, is incorporated into this Agreement by reference, and has been relied on by both parties in entering into and executing this Agreement.

Section 2. DEVELOPER PARTICIPATION. Subject to the terms of this Agreement, the Developer will construct Emory Drive, Silverado Drive, and improve Stormwater Drainage Channels per Exhibit 1 and Exhibit 2 for and on behalf of the City in accordance with the plans and specifications approved in advance of construction by the City Engineer on behalf

of the City. The parties acknowledge and confirm the total cost estimate for construction of the Roadway Extension, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Developer shall pay a portion of the costs of construction of the Roadway Extension. Further, subject to the limitations set forth below, the City shall pay the remaining portion of the costs of construction of the Roadway Extension and drainage improvements, designated as the total amount reimbursable by the City on the Cost Estimate. The Developer will also construct all streets and drainage improvements in Exhibit 1 in accordance with City Standards.

Section 3. CITY PARTICIPATION. Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Roadway Extension and drainage improvements shall not exceed **\$698,177.56**.

Section 4. REIMBURSEMENT. The City shall reimburse the Developer a pro rata portion of the City's agreed costs of the Roadway Extension monthly, based on the percentage of construction completed less the Developer's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The invoices must be paid by the City no later than thirty (30) days following receipt of each monthly invoice. Such reimbursement will be made payable to the Developer at the address shown in section N of this Agreement.

Section 5. PERFORMANCE BOND. In accordance with the Texas Local Government Code, the Developer shall execute a performance bond for the construction of the Roadway Extension to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code. The Developer shall submit proof of the required performance bonds to the City.

Section 6. INSURANCE. Insurance requirements are as stated in **Exhibit 4**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and Development Services Department. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request.

Section 7. CONSTRUCTION CONTRACT DOCUMENTS. Developer shall submit standard construction contract documents to the Executive Director of Public Works for review and approval in advance of beginning any construction of the Roadway Extension and drainage improvements.

Section 8. INSPECTIONS. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension and drainage improvements or promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Roadway Extension and drainage improvements.



Section 9. WARRANTY. The Developer shall fully warranty the workmanship and construction of the Roadway Extension for a period of two years from and after the date of acceptance of the improvements by the Executive Director of Public Works.

**Section 10. INDEMNIFICATION.**

**DEVELOPER 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 INDEMNITEES 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 CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY AND DRAINAGE IMPROVEMENTS ASSOCIATED WITH THIS AGREEMENT, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE 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 SURVIVES TERMINATION OF THIS AGREEMENT.**

Section 11. DEFAULT. The following events shall constitute default:

1. Developer fails to submit plans and specifications for the Roadway Extension and drainage improvements to the Executive Director of Public Works in advance of construction.

2. Developer does not reasonably pursue construction of the Roadway Extension and drainage improvements under the approved plans and specifications.
3. Developer fails to complete construction of the Roadway Extension and drainage improvements, under the approved plans and specifications, on or before the expiration of **12** calendar months measured from the date this document is executed by the City.
4. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

#### Section 12 NOTICE AND CURE.

1. 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.
2. After delivery of the default notice, the defaulting party has 15 days from the delivery of the default notice ("Cure Period") to cure the default.
3. 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.
4. Should the Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section N, of the need to perform the obligation or duty and, should the Developer 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.
5. In the event of an uncured default by the Developer, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:
  - a. Terminate this Agreement after the required notice and opportunity to cure the default;
  - b. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
  - c. Perform any obligation or duty of the Developer under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the Developer 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.
6. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer has all its remedies at law or in equity for such default.

Section 13. FORCE MAJEURE.

1. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; 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.
2. 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 10 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.

Section 14. NOTICES.

1. 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:

If to the City:

City of Corpus Christi  
Attn: Director, Development Services  
2406 Leopard Street / 78401  
P.O. Box 9277/78469-9277  
Corpus Christi, Texas

If to the Developer:

Walker Holdings and Development, LLC  
3540 Agnes Street  
Corpus Christi, Texas 78405

with a copy to:

City of Corpus Christi  
Attn: Asst. City Manager, Business Support Services  
1201 Leopard Street / 78401  
P. O. Box 9277 / 78469-9277  
Corpus Christi, Texas

2. 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.
3. Either party may change the address for notices by giving notice of the change, in accordance with the provisions of this section, within five business days of the change.

Section 15. PROJECT CONTRACTS. Developer's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Roadway Extension, contracts for testing services, and contracts with the contractor for the



construction of the Roadway Extension must provide that the City is a third party beneficiary of each contract.

Section 16. DISCLOSURE OF INTEREST. In compliance with City of Corpus Christi Ordinance No. 17112, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

Section 17. CERTIFICATE OF INTERESTED PARTIES. Developer 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>.

Section 18. CONFLICT OF INTEREST. Developer 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>

Section 19. SEVERABILITY. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.



Section 20. COOPERATION. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Section 21. ENTIRE AGREEMENT. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 22. AMENDMENTS. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 23. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 24. AUTHORITY. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

Section 25. INDEPENDENT CONTRACTOR. Developer covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of City; that Developer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Developer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

Section 26. NON-APPROPRIATION. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

Section 27. TERM. This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer from and after the date of the last signatory to this Agreement. This Agreement expires **12** calendar months from the date this document is executed by the City, unless terminated earlier in accordance with the provisions of this Agreement. Such expiration date of this Agreement is presently anticipated, but not currently known, to be June 16, 2021.

EXECUTED in one original this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

CITY OF CORPUS CHRISTI

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

\_\_\_\_\_  
Al Raymond III  
Director of Development Services

THE STATE OF TEXAS §  
  §  
COUNTY OF NUECES §

This instrument was signed by Rebecca Huerta, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

THE STATE OF TEXAS §  
  §  
COUNTY OF NUECES §

This instrument was signed by Al Raymond III, Director of Development Services, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

APPROVED AS TO FORM: This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Assistant City Attorney  
Buck Brice

DEVELOPER: Walker Holdings and Development, LLC

*Lance Walker*  
Lance Walker  
Member / Vice President

*6/3/2020*  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on *June 3*, 2020, by Lance Walker, Member / Vice President, Walker Holdings and Development, LLC, a Texas limited Liability Company, a Texas Corporation, on behalf of said corporation

*Margarita G. Bayardo*  
Notary Public's Signature



STATE OF TEXAS §  
 COUNTY OF NUECES §  
 WE, WALKER HOLDINGS & DEVELOPMENT, L.L.C. HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR OF \_\_\_\_\_, AND SUBDIVIDED AS SHOWN ON THE ATTACHED SURVEY MAP THAT WE HAVE HAD SAID LAND SURVEYED AND SUBMITTED AS A PUBLIC RECORD TO THE COUNTY CLERK OF SAID COUNTY, TEXAS, FOR PUBLIC USE FOREVER AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND DEDICATION.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: JANCE WALKER, MEMBER

STATE OF TEXAS §  
 COUNTY OF NUECES §  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JANCE WALKER, MEMBER OF WALKER HOLDINGS & DEVELOPMENT, L.L.C.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §  
 COUNTY OF NUECES §  
 WE, \_\_\_\_\_ (NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON THE LAND DESCRIBED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BY: \_\_\_\_\_

STATE OF TEXAS §  
 COUNTY OF NUECES §  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_ (NAME).

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ (TITLE), OF \_\_\_\_\_

BY: \_\_\_\_\_ (TITLE), OF \_\_\_\_\_

STATE OF TEXAS §  
 COUNTY OF NUECES §  
 I, \_\_\_\_\_, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION.

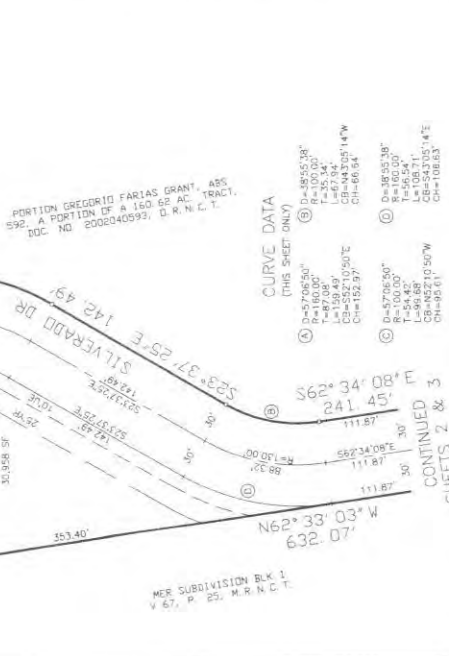
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

STATE OF TEXAS §  
 COUNTY OF NUECES §  
 THE FINAL COPY OF THIS INSTRUMENT, DESCRIBED PROPERTY, WAS APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS.

BY: \_\_\_\_\_

WILLIAM J. GREEN, P.L.C. ENGINEER  
 DEVELOPMENT SERVICES

DATE \_\_\_\_\_



**NOTES**

- THE SUBDIVISION WATER FOR THE STORM WATER DRAINAGE FROM THIS PROPERTY IS THE NUECES RIVER DOWNSTREAM OF THE CALLEEN SAWTOOTH WATER TREATMENT PLANT LOCATED 1.1 MILES FROM NUECES BAY. THE TOWN OF CALLEEN HAS CLASSIFIED THE ADJACENT RIVER AS A "SUSCEPTIBLE TO CONTACT RECREATION USE."
- THE BASIS OF BEARINGS IS THE STATE OF TEXAS (AMBERT GRID, SOUTH ZONE, NAD 1983).
- THE SUBJECT SITE IS DEPICTED IN TEMA MAP 4835002626 (10/23/15), ZONE 4.
- LEGAL DESCRIPTION: 23.145 ACRES TRACT OF LAND, NEER DE LIES, A PART OF A 117.891 ACRE TRACT OF LAND, AND A PORTION OF A 117.891 ACRE TRACT OF LAND DESCRIBED BY DEED, DOC. NO. 2016027211, OFFICIAL RECORDS, NUECES COUNTY, TEXAS.
- THE TOTAL PLATTED AREA CONTAINS 23.145 ACRES OF LAND INCLUDING STREET DEDICATIONS.
- THE YARD REQUIREMENT, AS DEFECTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
- SET 5/8" IRON RODS AT ALL LOT AND SUBDIVISION CORNERS EXCEPT AS INDICATED OTHERWISE. ALL SET 5/8" IRON RODS CONTAIN PLASTIC CAPS LABELED BASS AND WELSH ENGINEERING.
- BLOCK 21, LOTS 2 & 3, BLOCK 1, LOTS 4B & 7E; BLOCK 3, LOT 4A; AND BLOCK 4, LOTS 1 & 2, BLOCK 1, LOTS 3 & 4, ARE MAINTAINED BY THE HOMEOWNERS ASSOCIATION TO THE SAME STANDARDS AS CONNECTING PUBLIC STREETS FOR THE SAFE USE OF PERSONS USING THE STREETS. THE CITY OF CORPUS CHRISTI, TEXAS, HAS THE RIGHT TO REMOVE OR INTENTION TO REMOVE ANY SUCH STREETS AS PUBLIC RIGHTS-OF-WAY.
- SEE HOMEOWNERS ASSOCIATION DECLARATION, DOC. NUMBER \_\_\_\_\_.

STATE OF TEXAS §  
 COUNTY OF NUECES §  
 THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

ERIC VILLARREAL, P.E.  
 CHAIRMAN

STATE OF TEXAS §  
 COUNTY OF NUECES §  
 I, JANCE SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ WITH ITS CERTIFICATE OF AUTHENTICATION \_\_\_\_\_ WAS FILED FOR RECORD IN MY OFFICE THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND DULY RECORDED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ A) \_\_\_\_\_ 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: \_\_\_\_\_

JANCE SANDS, CLERK  
 COUNTY COURT  
 NUECES COUNTY, TEXAS

**PLAT OF CALLEEN SOUTH UNIT 1**  
 A 23.145 AC. TRACT OF LAND, NEER DE LIES, A PART OF A 117.891 ACRE TRACT OF LAND, AND A PORTION OF A 117.891 ACRE TRACT OF LAND DESCRIBED BY DEED, DOC. NO. 2016027211, OFFICIAL RECORDS, NUECES COUNTY, TEXAS.  
 DATE PLOTTED: 9/10/19  
 DRAWN BY: JANCE SANDS  
 JOB NO: 18024  
 SCALE: 1" = 60'  
 FILE NO: SAME  
 SHEET 1 OF 3

BASS & WELSH ENGINEERING  
 SURVEY REG. NO. 100027-00,  
 TX ENGINEERING REG. NO. 15172  
 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404  
 SHEET 1 OF 3



# PLAT OF CALLEN SOUTH UNIT 1 CORPUS CHRISTI, NUECES COUNTY, TEXAS

**BASS & WELSH ENGINEERING**  
 3094 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404  
 DATE PLOTTED: 08/15/19  
 JOB NO.: 19033  
 PROJECT SCALE: 1"=40'

### CURVE DATA (THIS SHEET ONLY)

- ① R=187.14 0.00°  
P=10.00°  
L=23.30'  
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CH=14.14'
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### PIPELINE EASEMENT NOTES:

1. THIS 60' EASEMENT CONSISTS OF THREE DIVIDING EASEMENTS DETECTED BY DOCUMENT NOS. 2019013937, 2019013938 AND 2019013939, D.R.N.C.T.
2. THIS 36' EASEMENT IS SHOWN IN DOCUMENT NO. XXX, D.R.N.C.T.

PORTION GREGORIO FARIAS GRANT, ABSTRACT 596 AND A PORTION OF A 117.251 AC TRACT, DOC. NO. 2018052721, D.R.N.C.T., WALKER HOLDINGS & DEVELOPMENT, LLC

36' PIPELINE EASEMENT. SEE NOTE # 10 LEFT.

REPLISH UNDISTURBED FARIAS GRANT, ABSTRACT 596 AND A PORTION OF A 117.251 AC TRACT, DOC. NO. 2018052721, D.R.N.C.T., WALKER HOLDINGS & DEVELOPMENT, LLC

7.5' UE, DOC. NO. D.R.N.C.T.

7.5' UE, DOC. NO. D.R.N.C.T.

CONTINUED SHEET 3

CONTINUED SHEET 3

CONTINUED SHEET 3

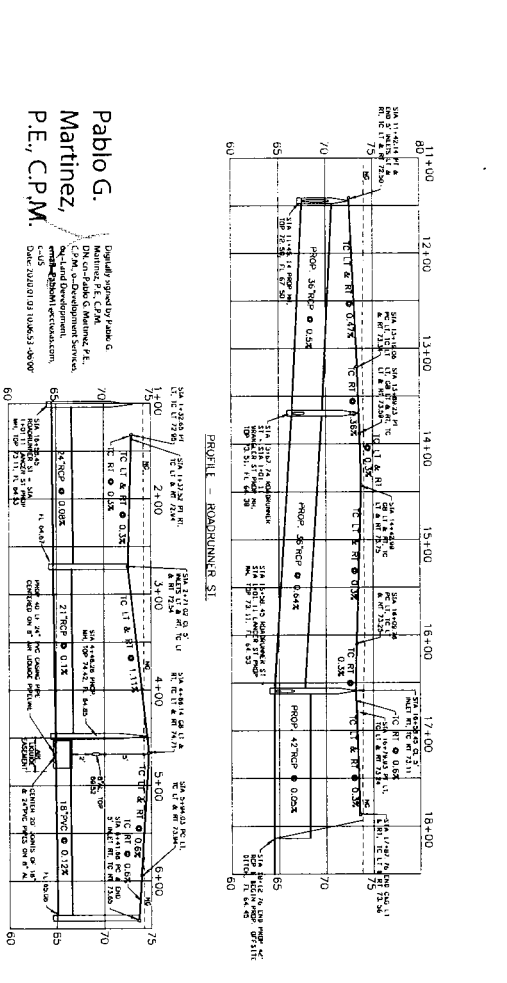
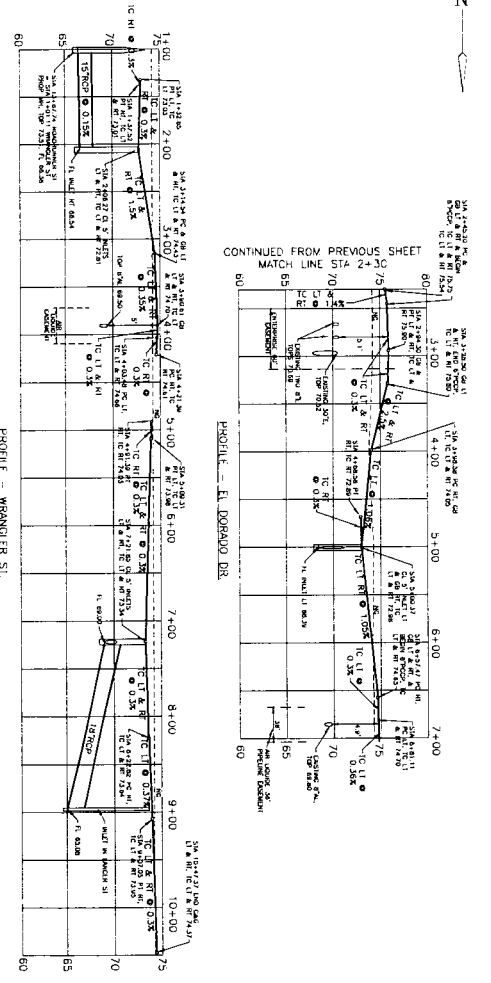
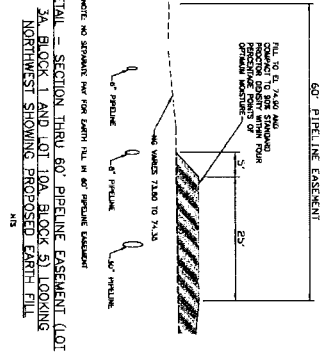
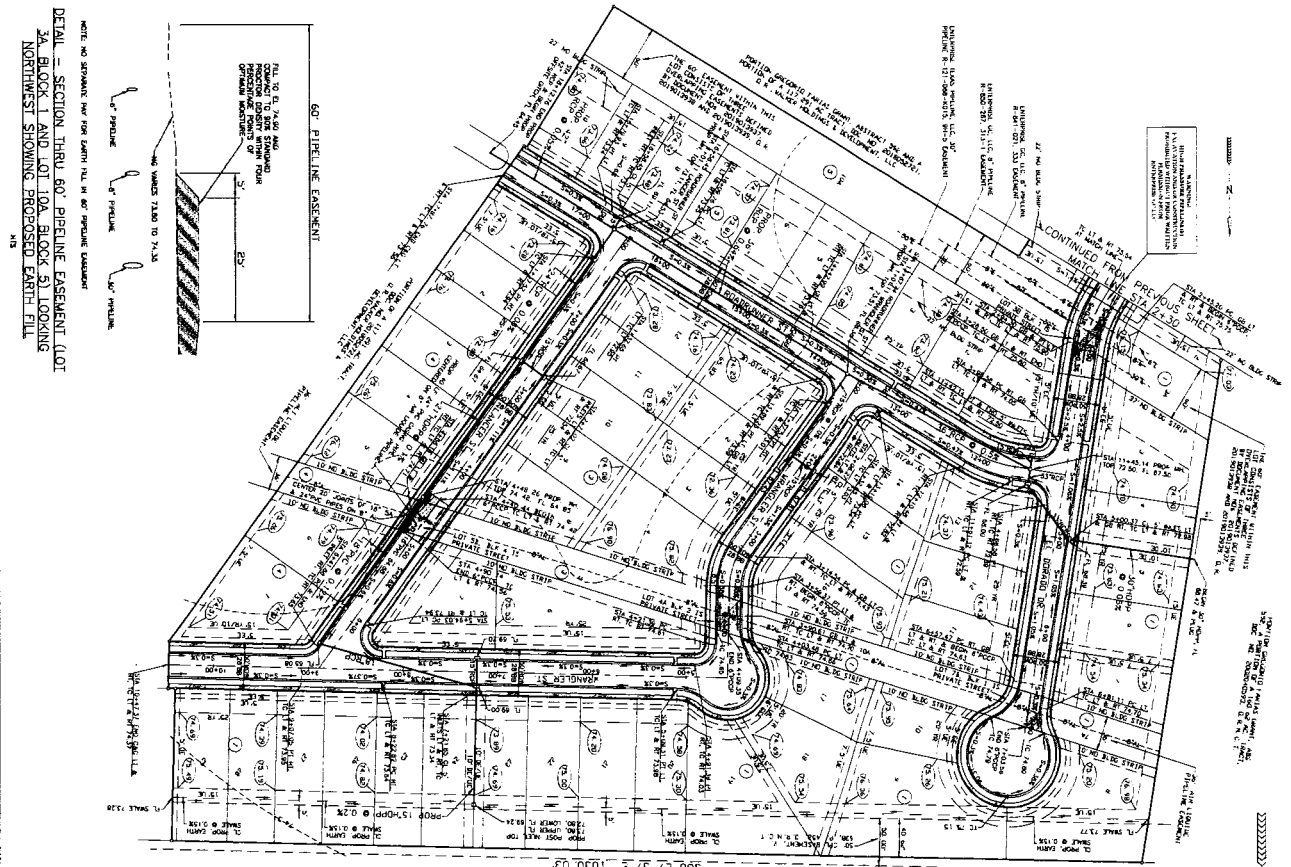












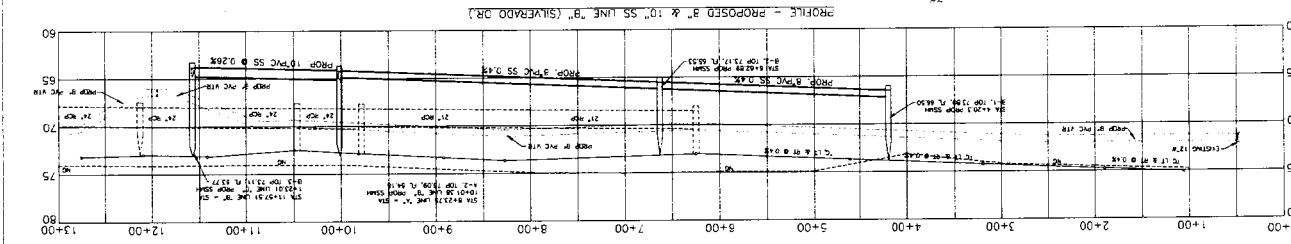
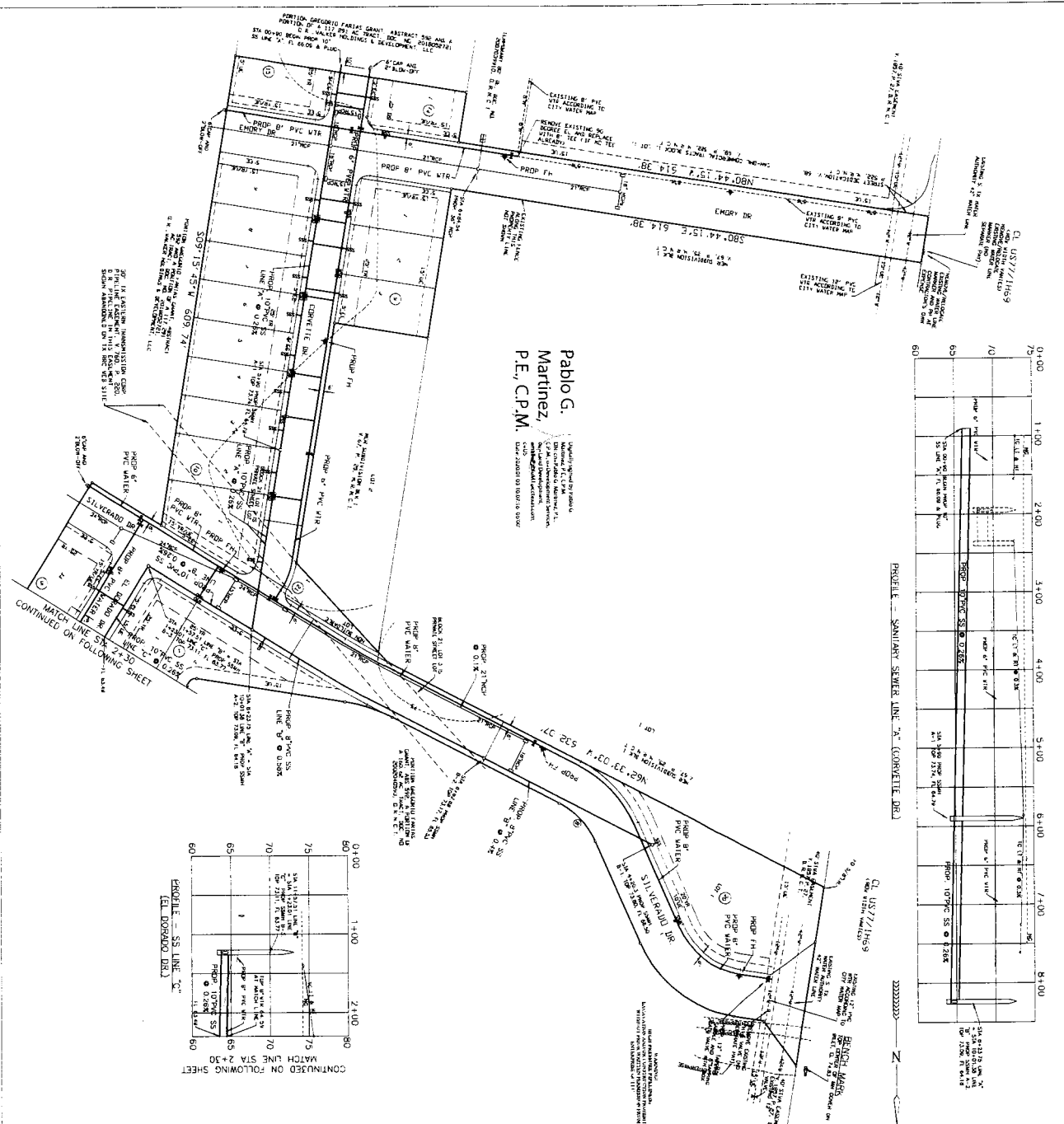
**Pablo G. Martinez, P.E., C.P.M.**

Designated signed by Pablo G. Martinez, P.E., C.P.M. - Development Services, City of San Jose, California. Date: 02/27/2019 10:06:07 AM

12/04/19

**BASS & WELSH ENGINEERING**  
PUBLIC IMPROVEMENTS TO  
CORPUS CHRISTI, NUCCES CO., TX  
PAVING, GRADING AND DRAINAGE PLAN,  
STREET AND STORM SEWER PROFILES

PROJECT NO: 11-15-19-0030-02  
SHEET NO: 21 OF 31



BRASS & WELSH ENGINEERING  
 1100 W. 15th Street, Suite 100  
 Corpus Christi, Texas 78401  
 TEL: 361-835-3300  
 FAX: 361-835-3301  
 WWW: www.brassandwelshe.com



PABLO G. MARTINEZ  
 P.E., C.P.M.  
 12/04/19

DATE	12/04/19	BY	P.G.M.
REVISION		DATE	
1	12/04/19	BY	P.G.M.
2	12/04/19	BY	P.G.M.
3	12/04/19	BY	P.G.M.







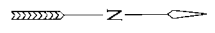




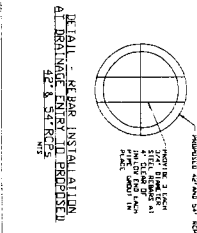
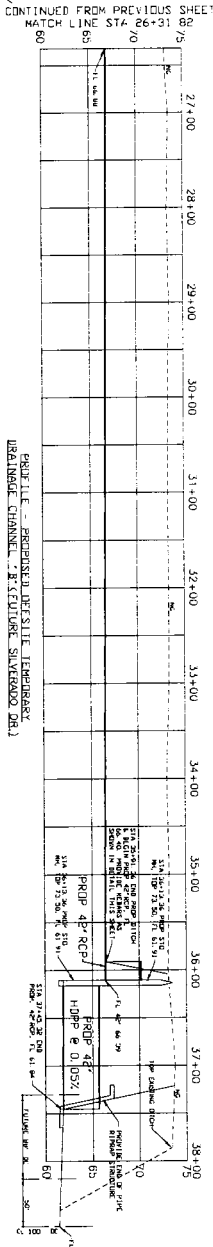
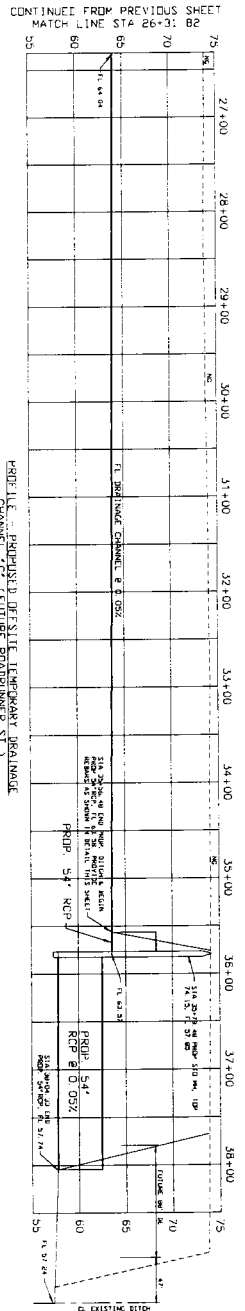
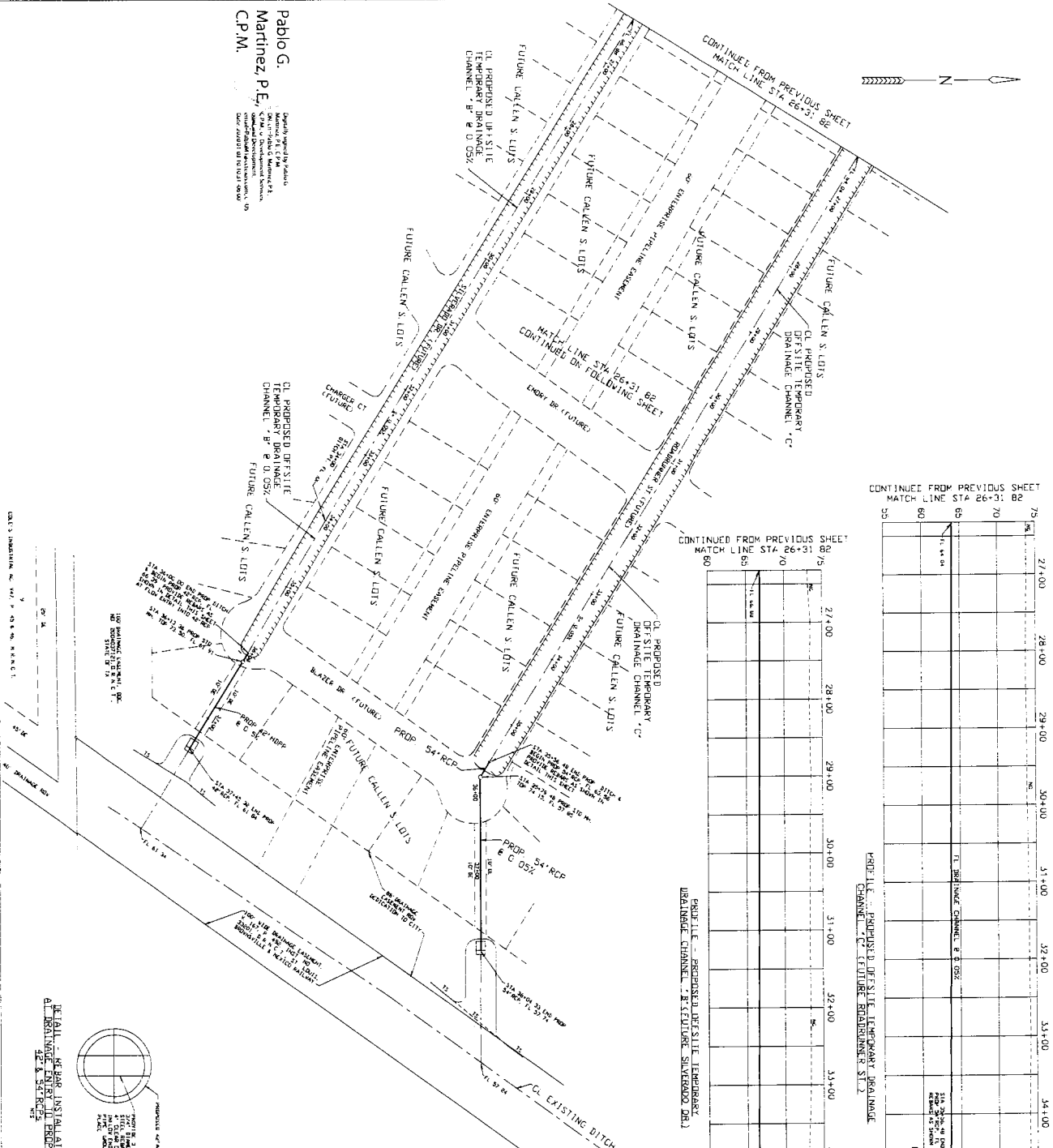








Pablo G. Martinez, P.E., C.P.M.  
 Design prepared by: Pablo G. Martinez, P.E., C.P.M.  
 Civil & Mechanical Engineering  
 1000 S. 10th Street, Suite 100  
 Phoenix, AZ 85010  
 Phone: (602) 955-1234  
 Fax: (602) 955-1235  
 Email: pablo@martinezpe.com



DATE	DESCRIPTION	BY	CHECKED
12/04/19	DESIGN	P. MARTINEZ	J. MARTINEZ
	REVISION		



BASS & WELSH ENGINEERING  
 1100 N. 1st Street, Suite 100  
 Phoenix, AZ 85010  
 Phone: (602) 955-1234  
 Fax: (602) 955-1235  
 Email: info@bassandwelsh.com

<b>STREET &amp; SURFACE ITEMS</b>					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" HMAC	16681	SY	17.00	283,577.00
2	8" CRUSHED LIMESTONE BASE TO 2'BC	9147	SY	22.00	201,234.00
3	6" CRUSHED LIMESTONE BASE TO 2'BC	12125	SY	17.00	206,125.00
4	8" LIME STABILIZED SUBGRADE TO 2'BC	23535	SY	5.00	117,675.00
5	6" CURB & GUTTER	10924	LF	13.50	147,474.00
6	5' CONCRETE VALLEY GUTTER	90	SF	30.00	2,700.00
7	CONCRETE WALK	42782	SF	3.50	149,737.00
8	6" PCCP	1983	SY	56.00	111,048.00
9	CLEARING & GRUBBING	23.5	LS	1,000.00	23,500.00
10	EXCAVATION	1	LS	125,000.00	125,000.00
11	END OF ROAD OBJECT MARKERS	5	SETS	300.00	1,500.00
					<b>\$1,369,570.00</b>

<b>STORM SEWER ITEMS</b>					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	15" RCP	418	LF	34.00	14,212.00
1	18" RCP	510	LF	38.00	19,380.00
2	21" RCP	1031	LF	45.00	46,395.00
2	24" RCP	511	LF	48.00	24,528.00
4	30" RCP	134	LF	60.00	8,040.00
4	33" RCP	84	LF	65.00	5,460.00
5	36" RCP	559	LF	74.00	41,366.00
5	42" RCP	293	LF	80.00	23,440.00
5	54" RCP	242	LF	100.00	24,200.00
8	MANHOLE	10	EA	3,200.00	32,000.00
6	INLET	24	EA	2,700.00	64,800.00
9	END OF PIPE RIPRAP STRUCTURE	3	EA	3,400.00	10,200.00
9	OFFSITE CHANNEL EXCAVATION (CHANNELS "A", "B" AND "C")	1	LS	125,000.00	125,000.00
9	END OF PIPE REBAR INSTALLATION	2	SETS	2,000.00	4,000.00
					<b>\$443,021.00</b>

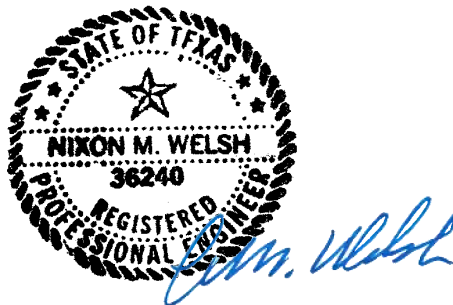
<b>SUBTOTAL CONSTRUCTION</b>	<b>\$1,812,591.00</b>
<b>7.5% ENGINEERING, SURVEYING &amp; TESTING</b>	<b><u>135,944.33</u></b>
<b>TOTAL</b>	<b>\$1,948,535.33</b>

**CITY REIMBURSEMENT OF ENTRANCE STREETS, SILVERADO DRIVE, FRONTAGE ROAD TO STA. 9+81.41 & EMORY DRIVE, FRONTAGE ROAD TO STA. 7+14.38, AND OFFSITE DRAINAGE**

<b>STREET &amp; SURFACE ITEMS</b>					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" CURB & GUTTER	3185	LF	13.50	42,997.50
2	5' CONCRETE VALLEY GUTTER	90	LF	30.00	2,700.00
3	2" HMAC	3933	SY	17.00	66,861.00
4	4" THICK R/C WALK	11702	SF	3.50	40,957.00
5	6" PCCP	1118	SY	56.00	62,608.00
6	8" CRUSHED LIMESTONE BASE TO 2'BC	6072	SY	22.00	133,584.00
7	8" LIME STABILIZED SUBGRADE TO 2'BC	7434	SY	5.00	37,170.00
8	CLEARING & GRUBBING	2.2	AC	1,000.00	2,200.00
9	EXCAVATION	7434	SY	2.50	18,585.00
10	STREET SIGNS	2	EA	350.00	700.00
					<b>\$408,362.50</b>

<b>OFFSITE DRAINAGE ITEMS</b>					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	18" RCP	40	LF	38.00	1,520.00
2	21" RCP	575	LF	45.00	25,875.00
3	24" RCP	20	LF	48.00	960.00
4	36" RCP	55	LF	74.00	4,070.00
5	42" RCP	166	LF	80.00	13,280.00
6	54" RCP	242	LF	100.00	24,200.00
7	5' INLET	5	EA	2,700.00	13,500.00
8	MANHOLE	4	EA	3,200.00	12,800.00
9	CLEARING & GRUBBING	5.7	AC	1,000.00	5,700.00
10	END OF PIPE RIPRAP STRUCTURE	3	EA	3,400.00	10,200.00
11	END OF PIPE REBAR INSTALLATION	2	SETS	2,000.00	4,000.00
12	OFFSITE CHANNEL EXCAVATION (CHANNELS "A", "B" AND "C")	1	LS	125,000.00	125,000.00
					<b>\$241,105.00</b>

SUBTOTAL **\$649,467.50**  
 7.5% ENGINEERING, SURVEYING, & TESTING **48,710.06**  
**TOTAL ENTRANCE STREETS AND OFFSITE DRAINAGE \$698,177.56**



**INSURANCE REQUIREMENTS**

**I. CONTRACTOR’S LIABILITY INSURANCE**

- A. Contractor 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. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Contractor shall furnish to the Risk Manager or designee 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 Business Auto Liability policy, and a waiver of subrogation is required on all applicable policies.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal and Advertising Injury 8. Professional Liability (if applicable) 9. Underground Hazard (if applicable) 10. Environmental (if applicable)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
<b>BUSINESS AUTOMOBILE LIABILITY</b> 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
<b>WORKERS’ COMPENSATION</b> (for paid employees)	Which Complies With The Texas Workers’ Compensation Act And Paragraph II Of This Exhibit.
<b>EMPLOYER’S LIABILITY</b>	\$500,000 / \$500,000 / \$500,000
<b>PROPERTY INSURANCE</b>	Contractor shall be responsible for insuring all owned, rented, or leased personal property for all perils.

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

## II. ADDITIONAL REQUIREMENTS

- A. Contractor 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. An "All States endorsement shall be included for Companies not domiciled in Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor'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. Contractor shall be required to submit replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor 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. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
  - 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. City shall have the option to suspend Contractor'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 Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.



- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
  
- H. It is agreed that Contractor'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 and completed operations and activities under this agreement.
  
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



City of Corpus Christi, Texas  
 Department of Development Services  
 P.O. Box 9277  
 Corpus Christi, Texas 78469-9277  
 (361) 826-3240  
 Located at: 2406 Leopard Street  
 (Corner of Leopard St. and Port Ave.)

**DISCLOSURE OF INTERESTS**

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".

**NAME:** WALKER HOLDINGS & DEVELOPMENT, LLC  
**STREET:** 3540 AGNES ST **CITY:** Corpus Christi **ZIP:** 78405  
**FIRM is:**  Corporation  Partnership  Sole Owner  Association  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)
<u>NONE</u>	<u>N/A</u>
_____	_____
_____	_____

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
<u>NONE</u>	<u>N/A</u>
_____	_____
_____	_____

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".

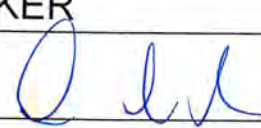
Name	Board, Commission, or Committee
<u>NONE</u>	<u>N/A</u>
_____	_____
_____	_____

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
<u>NONE</u>	<u>N/A</u>
_____	_____
_____	_____

**CERTIFICATE**

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: LANCE WALKER Title: MEMBER  
 (Print)  
 Signature of Certifying Person:  Date: 5-30-19