

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

STATE OF TEXAS           §

COUNTY OF NUECES       §

This Water Arterial Transmission and Grid Main Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, P.O. Box 9277, Corpus Christi, Texas, 78469-9277, and Kitty Hawk Development, Ltd. ("Developer"), 8230 S. Staples, Corpus Christi, Texas 78413.

**WHEREAS**, the Developer, in compliance with the Unified Development Code ("UDC"), proposes to final plat the Property as shown on the attached final plat known as Water's Edge at Kitty Hawk Unit 1 ("Development"), as shown in **Exhibit 1 (attached and incorporated)**;

**WHEREAS**, under the UDC and as a condition of such plat of Water's Edge at Kitty Hawk Unit 1, Developer is required to construct a public waterline in order to record such plat;

**WHEREAS**, Developer has submitted an application for reimbursement of the costs of extending a 12-inch waterline from the existing 12-inch waterline on South Staples Street (FM 2444) for a distance of 1,205 linear feet in order to extend water grid main along South Staples Street (FM 2444) and consistent with the Unified Development Code (**Exhibit 2**);

**WHEREAS**, it is in the best interests of the City to have the 12-inch waterline on South Staples Street (FM 2444) for a distance of 1,205 linear feet installed by Developer in conjunction with the final plat;

**WHEREAS**, Resolution No. 026869 authorized the acceptance of applications to be eligible for reimbursement in the future when funds are fully available in, and are appropriated by City Council, the Arterial Transmission and Grid Main Line Trust Fund as per the UDC, Section 8.5.1.C(1), and

**WHEREAS**, Chapter 212 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;

**NOW, THEREFORE**, in consideration set forth hereinafter and in order to provide a coordinated waterline construction project, the City and Developer agree as follows:

Subject to the terms of this Agreement and the plat of Water's Edge at Kitty Hawk Unit 1 Developer will construct the 12-inch waterline for and on behalf of the City in accordance with the plans and specifications as are approved by the City Engineer on behalf of the City.

1. REQUIRED CONSTRUCTION

The Developer shall construct the 12-inch waterline improvements, in compliance with the City's UDC and under the plans and specifications approved by the Development Services Engineer.

2. PLANS AND SPECIFICATIONS

a. The Developer shall contract with a professional engineer, acceptable to the City's Development Services Engineer, to prepare plans and specifications for the construction of the 12-inch waterline, as shown in **Exhibit 3**, with the following basic design:

- (1) Install 1,205 linear feet of 12-inch PVC waterline (including horizontal and vertical bends).
- (2) Install 1,205 linear feet trench safety.
- (3) Connect to existing 12-inch waterline
- (4) Install one (1) 12"x12"x8" tee.
- (5) Install one (1) 12"x2" service saddle.
- (6) Install three (3) 12" gate valves and boxes.
- (3) Install twenty (20) linear feet of 18" steel encasement pipe.
- (4) Install one (1) 12" waterline riser assembly.

b. The plans and specifications must comply with City Water Distribution Standards and Standard Specifications.

c. Before the Developer starts construction the plans and specification must be approved by the City's Development Services Engineer.

3. SITE IMPROVEMENTS

Prior to the start of construction of the 12-inch waterline improvements, Developer shall acquire and dedicate to the City the required additional utility easements "Easements", if necessary for the completion of the 12-inch waterline. If any of the property needed for the Easements is owned by a third party and Developer is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.

4. PLATTING FEES

Developer shall pay to the City of Corpus Christi the required acreage fees and pro-rata fees as required by the UDC for the area of the improvements for the construction of the 12-inch waterline. The required acreage fees Developer is to pay to the City under the UDC for the 12-inch waterline improvements will be credited to Developer provided that an application for credit, including cost-

supporting documentation, has been submitted to the Assistant City Manager of Development Services prior to the installation of the 12-inch waterline and is approved.

5. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS

Developer shall award a contract and complete the improvements to 12-inch waterline, under the approved plans and specifications, by **July 8, 2015**.

6. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

7. PROMPT AND GOOD FAITH ACTIONS

The parties shall act promptly and in good faith in performing their duties or 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.

8. DEFAULT

The following events shall constitute default:

- a. Developer fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval by City Council.
- b. Developer's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services by the 40th calendar day after the date of approval by City Council.
- c. Developer fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.
- d. Developer's contractor does not reasonably pursue construction of the project under the approved plans and specifications.
- e. Developer's contractor fails to complete construction of the project, under the approved plans and specifications, on or before **July 8, 2015**.
- f. Either the City or Developer otherwise fails to comply with its duties and obligations under this Agreement.

9. 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 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 Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer, at the address stated above, of the need to perform the obligation or duty, and should 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 Developer by reducing the reimbursement amount due Developer.
- e. 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:
  - 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.
  - 3. Perform any obligation or duty of the Developer under this agreement and charge the cost of such performance to Developer. Developer shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer receives notice of the cost of performance. In the event that 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.
- f. 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 equity for such default.

10. 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; epidemic; 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 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.

## 11. 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:

John Bratton, General Partner  
Kitty Hawk Development LTD.  
8230 S. Staples Street  
Corpus Christi, Texas 78413

2. If to the City:

City of Corpus Christi  
1201 Leopard Street (78401)  
P.O. Box 9277  
Corpus Christi, Texas 78469  
ATTN: Assistant City Manager  
Development Services

b. Notice required by the paragraph may be 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 of address for notices by giving notice of the change under the provisions of this section.

## 12. THIRD-PARTY BENEFICIARY

Developer's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the project, contracts for testing services, and with the contractor for the construction of the project must provide that the City is a third party beneficiary of each contract.

## 13. PERFORMANCE AND PAYMENT BONDS

Developer shall require its contractor for the construction of the project, before beginning the work, to execute with Developer and the City a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$25,000. The performance and payment bond must comply with Texas Government Code, Chapter 2253 and must be in the form and substance as attached to this Agreement.

## 14. WARRANTY

Developer shall fully warranty the workmanship of and function of the 12-inch waterline improvements and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City Engineer.

15. REIMBURSEMENT

- a. Subject to the appropriation of funds, the City will reimburse the Developer 100% of the reasonable cost of the 12-inch waterline improvements, not to exceed **\$73,153.29**. See attached cost estimate (**Exhibit 4**).
- b. Subject to the appropriation of funds, the City agrees to reimburse the Developer on a monthly basis upon invoicing for work performed. The reimbursement will be made no later than 30-days from the date of the invoice. Developer shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. To be eligible for reimbursement, the work completed in a good and workmanlike manner, and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.
- d. In the event that this Agreement is terminated by the City at a time when there has been a partial completion and partial payment for the improvements, then the City shall only reimburse Developer 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 there is an uncured default by the Developer.

16. 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 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'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 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.**

**17. ASSIGNMENT OF AGREEMENT**

This Agreement may be assigned by Developer to another with the written consent of the City's City Manager.

**18. COVENANT RUNNING WITH THE LAND**

This Agreement is a covenant running with the land, Water's Edge at Kitty Hawk Unit 1, a subdivision in Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the Agreement are binding on and inure to the benefit of the Developer's successors or assigns.





**CITY OF CORPUS CHRISTI:**

ATTEST:

By: \_\_\_\_\_  
Rebecca Huerta  
City Secretary

By: \_\_\_\_\_  
Ronald L. Olson  
City Manager

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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State Of Texas

THE STATE OF TEXAS §  
  §  
COUNTY OF NUECES §

This instrument was signed by Ronald Olson, City Manager, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State Of Texas

APPROVED AS TO FORM: This 2nd day of June, 2014.

Janet Z Kellogg for Julian Grant  
Julian Grant, Senior Assistant City Attorney  
For the City Attorney

STATE OF TEXAS  
COUNTY OF NUECES

We, Kitty Hawk Development Ltd., do hereby certify that we are the owner of the property referred to as WATER'S EDGE at KITTY HAWK Unit 1, that all easements and right-of-ways as shown are dedicated to the public for the installation, operation, and maintenance of of public streets and utilities, and we adopt this plat for the purposes of description and dedication this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Kitty Hawk Development, Ltd.  
John Bratton, Owner

STATE OF TEXAS  
COUNTY OF NUECES

Before me, the undersigned authority, on this day personally appeared John Bratton, proven to me to be the person whose signature he made on the foregoing instrument of writing, and he acknowledged to me that he executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Notary Public

STATE OF TEXAS  
COUNTY OF NUECES

This plat approved by the Planning Commission of the City of Corpus Christi, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Govind B. Nadkarni, P.E., C.E.  
Chairman

Mark E. Van Vleck, P.E.  
Secretary

STATE OF TEXAS  
COUNTY OF NUECES

This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Renee T. Couture, P.E.  
Development Services Engineer

STATE OF TEXAS  
COUNTY OF NUECES

Approved by the Corpus Christi-Nueces County Health Department. This the \_\_\_\_\_ day of \_\_\_\_\_, 2013. Any private water supply and/or sewage system shall be approved by the Corpus Christi-Nueces County Health Department prior to installation,

Designated Representative  
TCEQ License No.: \_\_\_\_\_

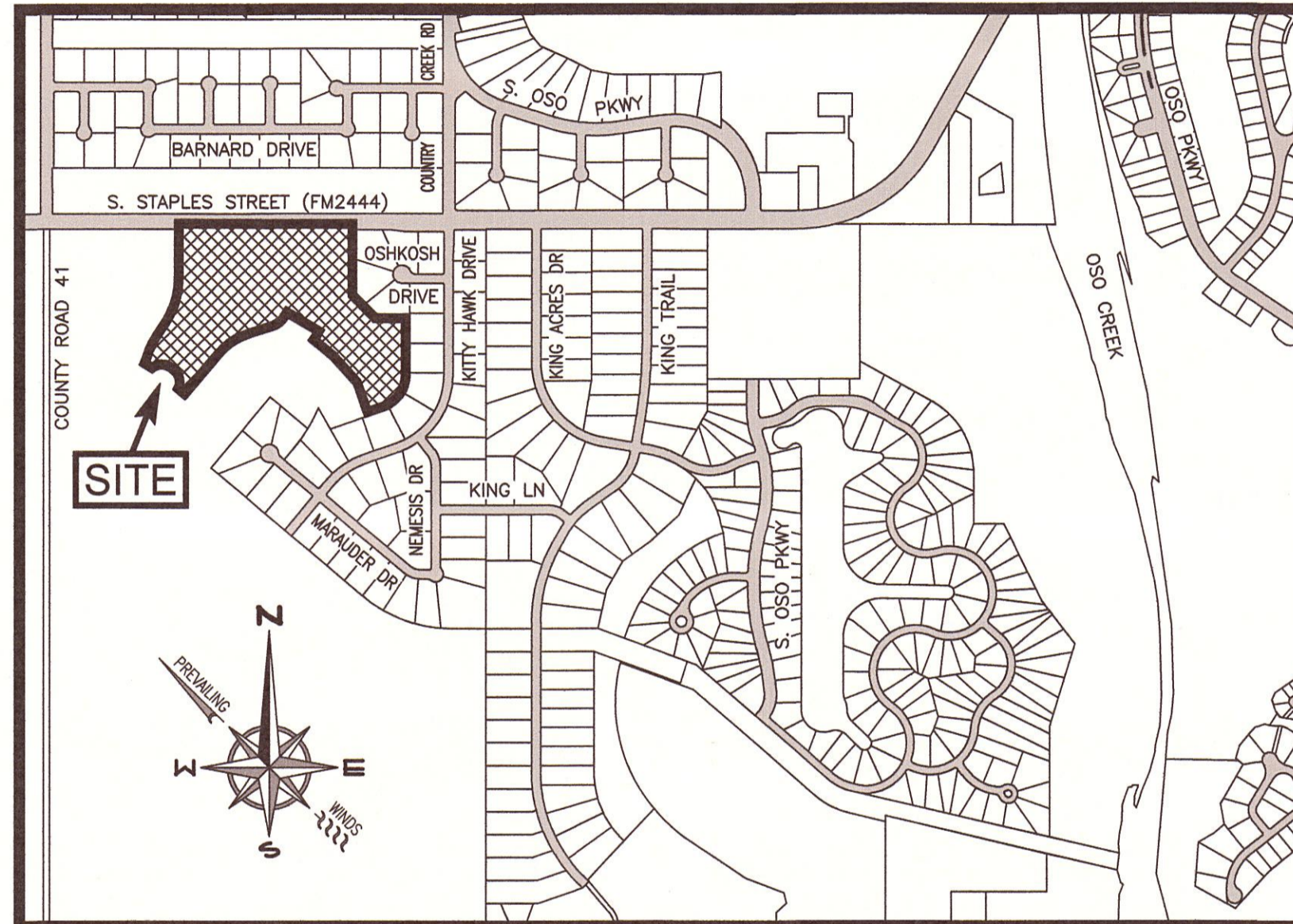


# Plat of Water's Edge at KITTY HAWK

Unit 1  
Page 1 of 2



BEING 30.293 ACRES OUT OF A 289.061 ACRE TRACT OF LAND, DEED RECORD DOC. NO. 2011026100, OUT OF THE SOUTH HALF OF SECTION 31 AND THE NORTH HALF OF SECTION 32, LAURELES FARM TRACTS, A MAP OF WHICH IS RECORDED IN VOLUME 3, PAGE 15, MAP RECORDS OF NUECES COUNTY, TEXAS.



CURVE DATA													
NO.	Δ	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING	NO.	Δ	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	70°50'08"	246.00'	304.13'	174.94'	285.13'	S35°25'04"W	C22	85°23'06"	10.00'	14.90'	9.23'	13.56'	S62°55'24"W
C2	09°22'53"	375.00'	61.40'	30.77'	61.33'	N35°24'10"E	C23	29°23'03"	250.00'	128.21'	65.55'	126.81'	S59°41'32"E
C3	41°59'56"	180.00'	131.94'	69.09'	129.01'	S51°42'41"W	C24	29°23'03"	225.00'	115.39'	58.99'	114.13'	S59°41'32"E
C4	32°42'39"	420.00'	239.78'	123.26'	236.54'	S56°21'20"W	C25	29°23'03"	275.00'	141.03'	72.10'	139.49'	S59°41'32"E
C5	90°00'00"	75.00'	117.81'	75.00'	106.07'	N05°00'00"W	C26	45°00'00"	175.00'	137.44'	72.49'	133.94'	S22°30'00"E
C6	92°25'18"	75.00'	120.98'	78.24'	108.28'	S83°47'21"W	C27	45°00'00"	150.00'	117.81'	62.13'	114.81'	S22°30'00"E
C7	07°00'53"	807.50'	98.86'	49.49'	98.80'	N58°35'06"W	C28	45°00'00"	200.00'	157.08'	82.84'	153.07'	S22°30'00"E
C8	12°22'03"	300.00'	64.76'	32.50'	64.63'	N21°43'26"E	C29	26°31'31"	35.00'	16.20'	8.25'	16.06'	S13°15'46"E
C9	17°58'35"	500.00'	156.87'	79.09'	156.23'	N24°31'42"E	C30	123°53'10"	60.00'	129.73'	112.57'	105.90'	S35°25'04"W
C10	33°30'59"	516.26'	302.00'	155.46'	297.71'	N16°45'30"E	C31	26°31'31"	35.00'	16.20'	8.25'	16.06'	S84°05'54"W
C11	90°00'00"	10.00'	15.71'	10.00'	14.14'	S45°00'00"W	C32	70°50'08"	10.00'	12.36'	7.11'	11.59'	S35°25'04"W
C12	90°00'00"	10.00'	15.71'	10.00'	14.14'	S45°00'00"W	C33	90°00'00"	75.00'	117.81'	75.00'	106.07'	N45°00'00"W
C13	26°31'31"	35.00'	16.20'	8.25'	16.06'	N76°44'14"E	C34	90°00'00"	75.00'	117.81'	75.00'	106.07'	S45°00'00"W
C14	143°03'03"	60.00'	149.80'	179.59'	113.82'	S45°00'00"E	C35	30°42'43"	180.00'	96.48'	49.43'	95.33'	S15°21'22"W
C15	26°31'31"	35.00'	16.20'	8.25'	16.06'	S13°15'46"W	C36	89°58'05"	15.00'	23.55'	14.99'	21.21'	S44°59'02"E
C16	90°00'00"	10.00'	15.71'	10.00'	14.14'	S45°00'00"E	C37	90°01'55"	15.00'	23.57'	15.01'	21.22'	N45°00'58"E
C17	40°05'36"	400.00'	279.90'	145.96'	274.23'	S20°02'48"W	C38	14°38'15"	20.00'	5.11'	2.57'	5.10'	S07°19'08"E
C18	30°42'43"	375.00'	201.01'	102.98'	198.61'	S15°21'22"W	C39	90°00'00"	10.00'	15.71'	10.00'	14.14'	S45°00'00"W
C19	11°00'03"	425.00'	81.60'	40.93'	81.47'	S05°30'01"W	C40	90°00'00"	10.00'	15.71'	10.00'	14.14'	N45°00'00"W
C20	19°51'46"	425.00'	147.33'	74.41'	146.60'	S30°09'43"W	C41	14°38'15"	20.00'	5.11'	2.57'	5.10'	N07°19'08"E
C21	85°23'06"	10.00'	14.90'	9.23'	13.56'	S31°41'30"E							



engineering-surveying  
TBPE FIRM REGISTRATION NO. F-2037  
820 Buffalo Street, Corpus Christi, Texas 78401  
P.O. Box 2927, Corpus Christi, Texas 78403  
phone.361.887.8851 fax.361.887.8855  
www.rve-inc.com rve@rve-inc.com

STATE OF TEXAS  
COUNTY OF NUECES

I, \_\_\_\_\_, Clerk of the County Court in and for Nueces County, Texas, hereby certify that the foregoing map of WATER'S EDGE at KITTY HAWK, Unit 1, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, with its certificate of authentication was filed for record in my office this \_\_\_\_\_ day of \_\_\_\_\_, 2013 at \_\_\_\_\_ o'clock \_\_\_\_m. and duly recorded in Volume \_\_\_\_\_, Page(s) \_\_\_\_\_, Map Records of Nueces County, Texas. Witness my hand and seal of said court at office in Corpus Christi, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Document No. \_\_\_\_\_

Diana T. Barrera, County Clerk  
Nueces County, Texas

By: \_\_\_\_\_  
Deputy

STATE OF TEXAS  
COUNTY OF NUECES

I, Dale A. Wunderlich, a Registered Professional Land Surveyor, have prepared the foregoing map from survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown hereon and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Dale A. Wunderlich, R.P.L.S. #6181

### NOTES

- TOTAL PLATTED AREA IS 30.293 ACRES (INCLUDES STREET DEDICATION).
- THE ENTIRE PROPERTY IS LOCATED WITHIN FEMA ZONE 'C'. THE FLOOD BOUNDARY AS SHOWN ON THIS PLAT WAS INTERPOLATED FROM THE FEDERAL EMERGENCY MANAGEMENT MAP COMMUNITY-PANEL NUMBER 485494 0520 D, DATED JUNE 4, 1987, AND IS SUBJECT TO CHANGE.
- THE RECEIVING WATERS 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 'CONTACT RECREATIONAL' USE.
- EASEMENTS SHOWN ARE DEDICATED TO THE PUBLIC FOR THE INSTALLATION, OPERATION AND USE OF PUBLIC UTILITIES.
- THE ENTIRE PROPERTY LIES WITHIN THE CITY LIMITS OF THE CITY OF CORPUS CHRISTI.
- FLOOD ELEVATION OF RESIDENTIAL STRUCTURES BELOW THE BASE FLOOD ELEVATIONS AS INDICATED ON THE FLOOD HAZARD BOUNDARY MAP IS PROHIBITED AND IS SUBJECT TO REGULATIONS CONTAINED IN THE CORPUS CHRISTI FLOOD HAZARD PREVENTION CODE.
- THE YARD REQUIREMENT, AS DEPICTED ON THE PLAT, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
- ALL PRIVATE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, AND THE CITY OF CORPUS CHRISTI SHALL BE HELD HARMLESS.
- BEARINGS SHOWN ARE BASED ON THE WEST LINE OF KITTY HAWK UNIT 1, AS RECORDED IN VOLUME 67, PAGE 24, M.R.N.C.T.
- THE FINISHED FLOOR ELEVATION MUST BE A MINIMUM OF 18 INCHES ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY FOR OVERFLOW PROTECTION.
- THE OWNER OF EACH LOT IS RESPONSIBLE FOR STORM WATER POLLUTION PREVENTION PLAN PER TCEQ REQUIREMENTS.
- RESIDENTIAL DRIVEWAY ACCESS TO SOUTH STAPLES STREET (FM 2444) SHALL BE PROHIBITED.

RVE NAME: R\OLEWIS\BRANTON MARK - 403\12048-1 Water's Edge at Kitty Hawk\COU\Draw\2048-1 Rev WDKH1 Pld.dwg dptsterson Wed, Aug 21, 2013 2:24 pm



**APPLICATION FOR WATERLINE REIMBURSEMENT**

I, John Bratton, owner of Kitty Hawk Development, Ltd , owner and developer of proposed Water's Edge at Kitty Hawk Unit 1 Subdivision, hereby request reimbursement of \$ 73,153.29 for the installation of the water Grid Main as provided for by City Ordinance No. 17092. Said \$ 73,153.29 is the construction cost, including 7.5% Engineering, in excess of the lot/acreage fee, as shown by the cost supporting documents attached herewith.

*John Bratton*  
John Bratton, Owner  
Kitty Hawk Development, Ltd.

6-2-14  
(Date)

THE STATE OF TEXAS )(

COUNTY OF NUECES )(

This instrument was acknowledged before me on June 2, ,2014,  
by John Bratton, General Partner  
Kitty Hawk Development, Ltd , a Texas Corporation, on behalf of the said  
corporation



*Diana C. Ramirez*  
Notary Public in and for Nueces County, Texas

**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 Grid and Arterial Main Trust Fund, and
- (b) appropriation and approval by the City Council.

*Gene J. B*  
Development Services Engineer

6/2/14  
(Date)

**APPLICATION FOR WATERLINE CREDIT**

I, John Bratton, owner of Kitty Hawk Development, Ltd, owner and developer of proposed Water's Edge at Kitty Hawk Unit 1 Subdivision, hereby apply for \$ 21,778.51 credit towards the water lot/acreage fee for the Grid Main as provided for by City Ordinance No. 17092. Said \$ 21,778.51 is equal to the required lot/acreage fee and represents a portion of the construction cost, including 7.5% Engineering, as shown by the cost supporting documents attached herewith.

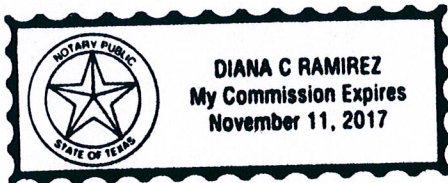
  
\_\_\_\_\_  
John Bratton, Owner  
Kitty Hawk Development, Ltd.

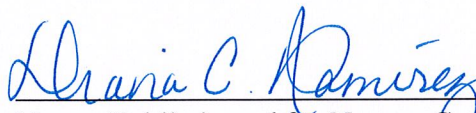
5.19.14  
(Date)

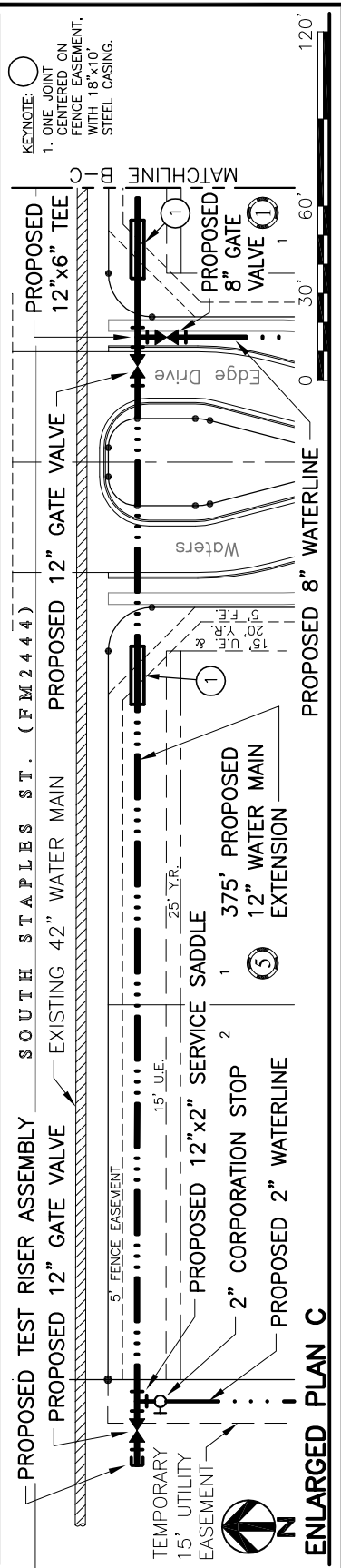
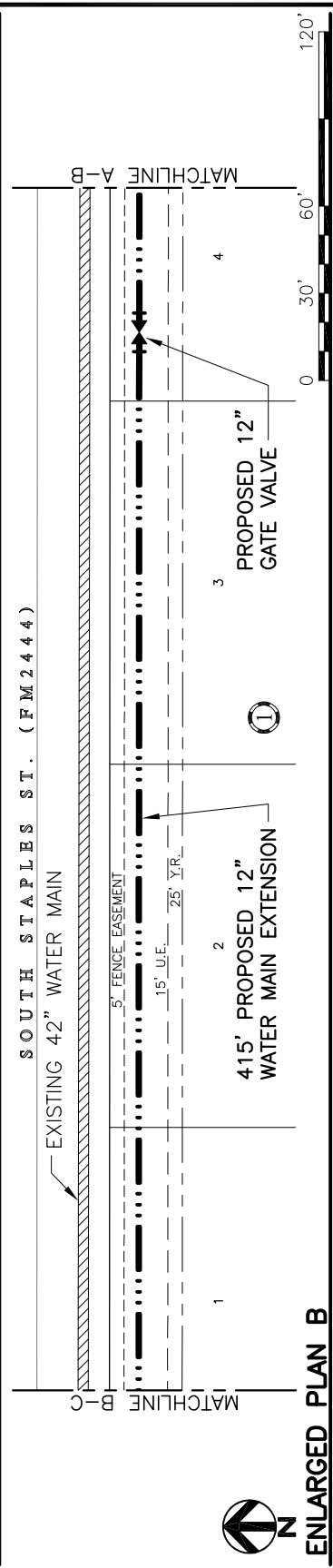
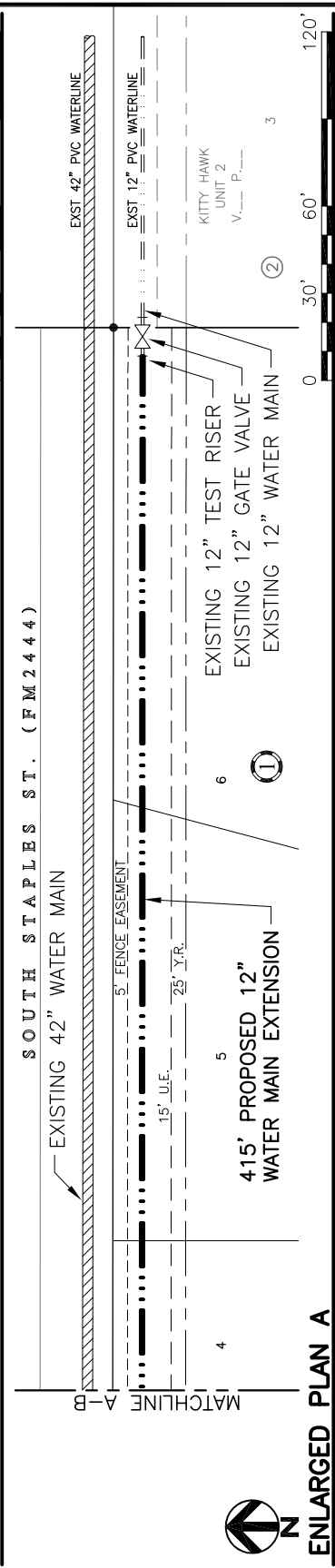
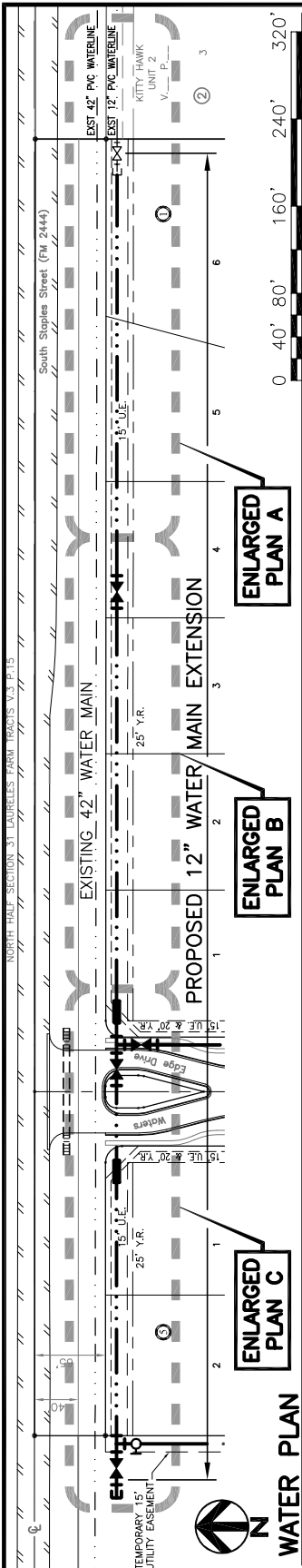
THE STATE OF TEXAS )(

COUNTY OF NUECES )(

This instrument was acknowledged before me on May 19, 2014,  
by John Bratton, General Partner  
Kitty Hawk Development, Ltd, a Texas Corporation, on behalf of the said  
corporation.



  
\_\_\_\_\_  
Notary Public in and for Nueces County, Texas



NO.	DATE	REVISIONS



WATER'S EDGE AT KITTY HAWK UNIT 1  
 WATERLINE CREDIT AND REIMBURSEMENT  
 DESIGN MEMORANDUM

**WATERLINE CONSTRUCTION SCHEMATIC**

SCALE:	AS NOTED
DRAWN BY:	dp
APPROVED BY:	PDV
DATE:	APRIL 2014
JOB NO.	403-12048-1
SHEET NO.	3B

**WATER'S EDGE at KITTY HAWK UNIT 1  
UNIT PRICE BASIS OF BID**

**PART A - GENERAL**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A1	General, Mobilization & De-Mobilization, complete and in place per Lump Sum. (May not exceed 5% of Total Base Bid)	1	LS	\$ 106,000.00	\$ 106,000.00
A2	Payment & Performance Bonds	1	LS	\$ 38,000.00	\$ 38,000.00
A3	Storm Water Pollution Prevention Plan, complete and in place per Lump Sum.	1	LS	\$ 1,300.00	\$ 1,300.00
A4	Ozone Action Days, complete and in place per Day.	1	DAY	\$ 1,000.00	\$ 1,000.00
A5	Construction Entrance	2	EA	\$ 2,000.00	\$ 4,000.00
A6	Silt Fence, complete and in place per Linear Foot	7,060	LF	\$ 2.80	\$ 19,768.00
<b>TOTAL PART A - GENERAL</b>					<b>\$ 170,068.00</b>

**PART B - EARTHWORK**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B1	Proof-rolling, complete and in place per Acre.	43.6	AC	\$ 240.00	\$ 10,464.00
B2	Concrete Lake Edging, complete and in place per Cubic Yard.	383	CY	\$ 207.00	\$ 79,281.00
B3	Rock Riprap in Lake, complete and in place per Cubic Yard.	1,160	CY	\$ 138.00	\$ 160,080.00
B4	Geotextile Fabric, complete and in place per Square Yard.	3,800	SY	\$ 3.35	\$ 12,730.00
B5	Street Excavation (2' B.O.C.), Place As Embankment on Unit 1 and Future Lots, complete and in place per Cubic Yard.	4,030	CY	\$ 4.95	\$ 19,948.50
B6	Lake Excavation, Place As Embankment on Unit 1 & Future Lots, complete and in place per Cubic Yard.	152,500	CY	\$ 3.40	\$ 518,500.00
B7	Site Grading, complete and in place per Acre.	43.6	AC	\$ 1,395.00	\$ 60,822.00
<b>TOTAL PART B - EARTHWORK</b>					<b>\$ 861,825.50</b>

**PART C - STREET IMPROVEMENTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
C1	Lime Stabilized Subgrade (2' B.O.C.), complete and in place per Square Yard.	10,491	SY	\$ 7.05	\$ 73,961.55
C2	Limestone Base (Lip to Lip), complete and in place per Square Yard.	8,471	SY	\$ 15.35	\$ 130,029.85
C3	Prime Coat (0.2 Gallons/SY), complete and in place per Gallon.	1,694	GAL	\$ 5.40	\$ 9,147.60
C4	2" Type 'D' HMAC, complete and in place per Square Yard.	8,386	SY	\$ 15.60	\$ 130,821.60
C5	6" Curb and Gutter (Incl. Limestone Base Beneath Curb to 2' B.O.C.), complete and in place per Linear Foot.	5,021	LF	\$ 23.70	\$ 118,997.70
C6	4" Concrete Sidewalk, complete and in place per Square Foot.	18,215	SF	\$ 4.75	\$ 86,521.25
C7	6' Concrete Park Sidewalk, Block 3, Lot 2, complete and in place per Square Foot.	4,000	SF	\$ 4.85	\$ 19,400.00
C8	Curb Ramp, complete and in place per Square Foot.	1,985	SF	\$ 10.00	\$ 19,850.00
C9	Stop Sign (36"), complete and in place per Each.	2	EA	\$ 385.00	\$ 770.00
C10	Raised Reflective Pavement Markings (TYII-B-B) Blue, complete and in place per Each.	4	EA	\$ 13.00	\$ 52.00
<b>TOTAL PART C - STREET IMPROVEMENTS</b>					<b>\$ 589,551.55</b>

**LEGAL DESCRIPTION:** Water's Edge at Kitty Hawk Unit 1, being 30.293 acres out of a 289.061 acre tract of land out of the South Half of Section 31 and the North Half of Section 32, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas.

Engineering - Surveying  
820 Buffalo St., Corpus Christi, Texas 78401-2216  
phone: 361.887.8851 • fax: 361.887.8855

**RVE, Inc.**

•  
• e-mail: rve@rve-inc.com

TBPE Firm Reg. No. F-2037

• P.O. Box 2927, Corpus Christi, Texas 78403-2927

• website: www.rve-inc.com

**WATER'S EDGE at KITTY HAWK UNIT 1  
UNIT PRICE BASIS OF BID**

**PART D - DRAINAGE IMPROVEMENTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D1	18" Class III RCP, complete and in place per Linear Foot.	430	LF	\$ 48.60	\$ 20,898.00
D2	24" Class III RCP, complete and in place per Linear Foot.	586	LF	\$ 75.80	\$ 44,418.80
D3	30" Class III RCP, complete and in place per Linear Foot.	225	LF	\$ 81.85	\$ 18,416.25
D4	5' x 2' Lake Outfall Concrete Box Culvert, complete and in place per Linear Foot.	560	LF	\$ 230.30	\$ 128,968.00
D5	Trench Safety For Excavations, complete and in place per Linear Foot.	1,200	LF	\$ 2.55	\$ 3,060.00
D6	4' Manhole with 24" R&C, complete and in place per Each.	4	EA	\$ 2,780.00	\$ 11,120.00
D7	Manhole Trench Safety, complete and in place per Each.	4	EA	\$ 200.00	\$ 800.00
D8	Curb Inlet, complete and in place per Each.	12	EA	\$ 2,760.00	\$ 33,120.00
D9	RCP Outfall Structures, complete and in place per Each.	4	EA	\$ 2,820.00	\$ 11,280.00
D10	Concrete Overflow Channel (Including Trench Grates), complete and in place per Linear Foot.	280	LF	\$ 77.70	\$ 21,756.00
D11	Intake Structure (Including Grate Inlet), complete and in place per Each.	1	EA	\$ 26,400.00	\$ 26,400.00
D12	Curb Inlet/Junction Box E-1 and E-2, complete and in place per Each.	2	EA	\$ 7,950.00	\$ 15,900.00
D13	Channel Outfall Structure, complete and in place per Each.	1	EA	\$ 20,600.00	\$ 20,600.00
D14	Flap Gates, complete and in place per Each.	5	EA	\$ 2,310.00	\$ 11,550.00
D15	18" Class III Water's Edge Drive RCP, complete and in place per Linear Foot.	86	LF	\$ 65.40	\$ 5,624.40
D16	Type II Precast Safety End Treatment, complete and in place per Each.	2	EA	\$ 1,550.00	\$ 3,100.00
D17	Concrete Valley Gutter/Street, complete and in place per Square Foot.	624	SF	\$ 15.35	\$ 9,578.40
D18	Limestone Base for Valley Gutter/Street, complete and in place per Cubic Yard.	21	CY	\$ 165.00	\$ 3,465.00
D19	Cement-Stabilized Sand Backfill (System E), complete and in place per Cubic Yard.	116	CY	\$ 54.50	\$ 6,322.00
D20	Rock Riprap at Inlets E-1 & E-2, complete and in place per Cubic Yard.	36	CY	\$ 128.00	\$ 4,608.00
D21	Rock Riprap in Channel, complete and in place per Cubic Yard.	165	CY	\$ 95.00	\$ 15,675.00
<b>TOTAL PART D - DRAINAGE IMPROVEMENTS</b>					<b>\$ 416,659.85</b>

**LEGAL DESCRIPTION:** Water's Edge at Kitty Hawk Unit 1, being 30.293 acres out of a 289.061 acre tract of land out of the South Half of Section 31 and the North Half of Section 32, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas.

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**WATER'S EDGE at KITTY HAWK UNIT 1  
UNIT PRICE BASIS OF BID**

**PART E - WATER IMPROVEMENTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
E1	8" C900 PVC Waterline, complete and in place per Linear Foot.	1,600	LF	\$ 42.20	\$ 67,520.00
E2	8" Ductile Iron Pipe (Incl. Hor. And Vert. Bends), complete and in place per Linear Foot.	160	LF	\$ 159.75	\$ 25,560.00
E3	8"x8"x8" Tee, complete and in place per Each.	1	EA	\$ 830.75	\$ 830.75
E4	8"x8"x6" Tee, complete and in place per Each.	1	EA	\$ 766.85	\$ 766.85
E5	8" Gate Valve & Box, complete and in place per Each.	5	EA	\$ 2,044.90	\$ 10,224.50
E6	8" 90° Bend, complete and in place per Each.	1	EA	\$ 639.05	\$ 639.05
E7	8" MJ Cap, complete and in place per Each.	2	EA	\$ 319.50	\$ 639.00
E8	6" C900 PVC Waterline, complete and in place per Linear Foot.	820	LF	\$ 35.80	\$ 29,356.00
E9	6" Ductile Iron Pipe (Incl. Hor. And Vert. Bends), complete and in place per Linear Foot.	40	LF	\$ 127.80	\$ 5,112.00
E10	6" Gate Valve & Box, complete and in place per Each.	2	EA	\$ 1,661.50	\$ 3,323.00
E11	6" 22.5° Bend, complete and in place per Each.	1	EA	\$ 511.25	\$ 511.25
E12	6" 45° Bend, complete and in place per Each.	1	EA	\$ 511.25	\$ 511.25
E13	2" HDPE Waterline, complete and in place per Linear Foot.	675	EA	\$ 20.45	\$ 13,803.75
E14	8" x 2" Service Saddle, complete and in place per Each.	2	EA	\$ 287.55	\$ 575.10
E15	6" x 2" Service Saddle, complete and in place per Each.	1	EA	\$ 255.60	\$ 255.60
E16	2" Corporation Stop, complete and in place per Each.	4	EA	\$ 447.35	\$ 1,789.40
E17	Fire Hydrant Assembly (Incl. 6"x6" Tee, 6" GV&B and 6" D.I. Lead), complete and in place per Each.	4	EA	\$ 6,134.75	\$ 24,539.00
E18	New Short Single Water Service (Incl. Meter Box, but No House Connection/Meter), complete and in place per Each.	1	EA	\$ 1,150.25	\$ 1,150.25
E19	New Short Double Water Service (Incl. Meter Box, but No House Connection/Meter), complete and in place per Each.	6	EA	\$ 1,597.60	\$ 9,585.60
E20	New Long Double Water Service (Incl. Meter Box, but No House Connection/Meter), complete and in place per Each.	7	EA	\$ 1,725.40	\$ 12,077.80
E21	6" Waterline Riser Assembly, complete and in place per Each.	1	EA	\$ 511.25	\$ 511.25
<b>TOTAL PART E - WATER IMPROVEMENTS</b>					<b>\$ 209,281.40</b>

**LEGAL DESCRIPTION:** Water's Edge at Kitty Hawk Unit 1, being 30.293 acres out of a 289.061 acre tract of land out of the South Half of Section 31 and the North Half of Section 32, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas.

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**WATER'S EDGE at KITTY HAWK UNIT 1  
UNIT PRICE BASIS OF BID**

**PART F - OFF-SITE WATER IMPROVEMENTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
F1	12" C900 PVC Waterline (Incl. Horizontal and Vertical Bends), complete and in place per Linear Foot.	1,205	LF	\$ 56.25	\$ 67,781.25
F2	Trench Safety for Excavations, complete and in place per Linear Foot.	1,205	LF	\$ 2.55	\$ 3,072.75
F3	Connect to Existing 12" Waterline, complete and in place per Each.	1	EA	\$ 2,556.15	\$ 2,556.15
F4	12"x12"x8" Tee, complete and in place per Each.	1	EA	\$ 1,086.35	\$ 1,086.35
F5	12" x 2" Service Saddle, complete and in place per Each.	1	EA	\$ 1,022.45	\$ 1,022.45
F6	12" Gate Valve & Box, complete and in place per Each.	3	EA	\$ 2,683.95	\$ 8,051.85
F7	20" Steel Encasement Pipe, complete and in place per Linear Foot.	20	LF	\$ 127.80	\$ 2,556.00
F8	12" Waterline Riser Assembly, complete and in place per Each.	1	EA	\$ 766.85	\$ 766.85
<b>TOTAL PART F - OFF-SITE WATER IMPROVEMENTS</b>					<b>\$ 86,893.65</b>

**SUMMARY**

A	General Total				\$ 170,068.00
B	Earthwork Total				\$ 861,825.50
C	Street Improvements Total				\$ 589,551.55
D	Drainage Improvements Total				\$ 416,659.85
E	Water Improvements Total				\$ 209,281.40
F	Off-Site Water Improvements Total				\$ 86,893.65
<b>TOTAL BASE BID (PARTS A THRU F) - WATER'S EDGE AT KITTY HAWK UNIT 1</b>					<b>\$ 2,334,279.95</b>

**LEGAL DESCRIPTION:** Water's Edge at Kitty Hawk Unit 1, being 30.293 acres out of a 289.061 acre tract of land out of the South Half of Section 31 and the North Half of Section 32, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas.

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## 12" WATER MAIN EXTENSION COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" C900 PVC Waterline (Incl. Horizontal and Vertical Bends), complete and in place per Linear Foot.	1,205	LF	\$ 56.25	\$ 67,781.25
2	Trench Safety for Excavations, complete and in place per Linear Foot.	1,205	LF	\$ 2.55	\$ 3,072.75
3	Connect to Existing 12" Waterline, complete and in place per Each.	1	EA	\$ 2,556.15	\$ 2,556.15
4	12"x12"x8" Tee, complete and in place per Each.	1	EA	\$ 1,086.35	\$ 1,086.35
5	12" x 2" Service Saddle, complete and in place per Each.	1	EA	\$ 1,022.45	\$ 1,022.45
6	12" Gate Valve & Box, complete and in place per Each.	3	EA	\$ 2,683.95	\$ 8,051.85
7	18" Steel Encasement Pipe, complete and in place per Linear Foot.	20	LF	\$ 127.80	\$ 2,556.00
8	12" Waterline Riser Assembly, complete and in place per Each.	1	EA	\$ 766.85	\$ 766.85
9	Payment Bond	1	LS	\$ 1,415.00	\$ 1,415.00

**Sub-Total - 12" Water Main Extension** **\$ 88,308.65**

7.5% Engineering Fee \$ 6,623.15

**TOTAL - 12" Water Main Extension** **\$ 94,931.80**

Lot/Acreage Fee (See Exhibit 2a - Application for Waterline Credit) \$ 21,778.51

**Waterline Reimbursement** (See Exhibit 2b - Application for Waterline Reimbursement) **\$ 73,153.29**

**LEGAL DESCRIPTION:**

**Water's Edge at Kitty Hawk Unit 1, being 30.293 acres out of a 289.061 acre tract of land out of the South Half of Section 31 and the North Half of Section 32, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas.**

Engineering - Surveying

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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:** Kitty Hawk Development, Ltd.

**STREET:** 8230 Staples Street **CITY:** Corpus Christi **ZIP:** 78413

**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>N/A</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>N/A</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>N/A</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>N/A</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: John Bratton Title: Owner  
 (Print)

Signature of Certifying Person:  Date: 5-19-14

## **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. "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.
- c. "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.
- d. "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.
- e. "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 holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
- f. "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.