

Ordinance authorizing a Wastewater Line License Agreement with NVA Doddridge Veterinary Management Inc, (“Licensee”) to install a private wastewater force main system through City property and easements for development of proposed veterinary clinic.

WHEREAS, NVA Doddridge Veterinary Management Inc, (“Licensee”), desires to install, operate, maintain, repair, and remove a private wastewater collection system and conveyance system force main (“Wastewater Line”) located at 4452 Gollihar Rd, Corpus Christi, TX 78411.

WHEREAS, the Licensee has requested, and the City of Corpus Christi (“City”) desires to execute, a one-year term License Agreement (“Agreement”). At the end of the initial term, this Agreement renews automatically, in order to accomplish the purpose and use intended by the Licensee within the public right-of-way;

WHEREAS, in accordance with Article IX, Section 1 of the City Charter, the City Council authorizes the City Manager or designee to enter into the Agreement for the benefit of the City and the Licensee, subject to the Licensee’ compliance with the specified provisions of the License Agreement.

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

SECTION 1. The City Manager or designee is authorized to execute a one-year term License Agreement (“Agreement”). At the end of the initial term, this Agreement with NVA Doddridge Veterinary Management Inc, (“Licensee”), renews automatically, to allow the Licensee to install, operate, maintain, and remove a private wastewater sanitary sewer main (“Wastewater Line”) located at 4452 Gollihar Road, Corpus Christi, TX 78411, such Agreement at all times subject to the Licensee’ compliance with the conditions specified in the Agreement. A copy of the Agreement is attached to this ordinance and being 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 Licensees’ compliance with the conditions of the Agreement including, but not limited to, the provisions specified below:

- a. In exchange for the City’s authorization for use of the public easements by the Licensee for the stated purpose, the Licensee agrees to provide the City with a one-time Use Privilege Agreement fee of \$4,182.00.
- b. The Licensee’s use of the wastewater main is strictly limited to serving the Licensee’s NVA Doddridge Veterinary Management, Inc. vet clinic. Licensee may not provide wastewater service through the wastewater main to any facilities other than the facilities specified in this section, nor may Licensee permit or allow anyone else to provide wastewater service or any other service through the two-inch wastewater main to any facility whether owned by the Licensee or by another person or entity.
- c. All costs incurred to install, operate, maintain, repair, and remove the wastewater sewer main are the sole responsibility of the Licensee.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2022, by the following vote:

Paulette Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2022, by the following vote:

Paulette Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

PASSED AND APPROVED on this the _____ day of _____, 2022.

ATTEST:

Rebecca Huerta
City Secretary

Paulette Guajardo
Mayor

**Wastewater Line
License Agreement**

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

This Wastewater Line License Agreement (“Agreement”) is entered into by and between the City of Corpus Christi (“City”), a Texas home-rule municipal corporation, and NVA Doddridge Veterinary Management, Inc. (“Licensee”), a Texas corporation, whose business address is currently 1057 Doddridge Street, Corpus Christi, Texas 78411. (New Facility Address shall be 4452 Gollihar Road; Corpus Christi, Texas 78411).

In accordance with Article IX, Section 1, of the City’s City Charter and in consideration of a one-time payment of \$4,182.00 paid by Licensee, the City has granted and conveyed, and by these presents does grant and convey to Licensee, for the term and upon the conditions stated in this Agreement, a license for the right to install, operate, maintain, repair, and remove Wastewater Line, as shown in **Exhibits “A”** (Location Map) and **“B”** (Plan View and Profile View). **Exhibits “A”** and **“B”** are attached to this Agreement and incorporated into this Agreement by reference as if fully set out herein in their entirety. The area in which the license is granted for the location of the Licensee’s Wastewater Line is referred to in this Agreement as the “Licensed Area.”

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

- A. This Agreement, and the rights granted under the Agreement, may be revoked at any time by the City upon providing the Licensee not less than 30 days notice in writing by the City’s City Manager or designee (“City Manager”). In the event of a revocation by the City Manager or earlier termination of this Agreement by either party, no portion of any payment made under this Agreement is refundable to the Licensee.

- B. This Agreement is for a term of one (1) year from the date executed by the City. At the end of the initial term, this Agreement renews automatically unless the Licensee or the City provides written notice to revoke the Agreement. For the avoidance of doubt, except as otherwise provided herein, Licensee shall not be responsible for payment of any additional fees in connection with the renewal of this Agreement.

- C. This Agreement may not be assigned by Licensee without the City Manager's prior written consent; provided, however, Licensee may assign, without the prior written consent of City Manager, to any (i) parent, subsidiary, affiliate, division or corporation controlled by or under common control of Licensee, or (ii) a successor entity related to Licensee by reorganization, merger, consolidation or the sale of all or substantially all of the capital stock or assets of Licensee. Licensee shall, by notice in writing, advise City of its intention from, on and after a stated date, to assign this Agreement. Licensee's notice shall state the name and address of the proposed assignee.
- D. During construction or maintenance of improvements pertaining to the Licensed Area granted under this Agreement, insurance requirements are as stated in Exhibit C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Before construction or maintenance of the improvements pertaining to the Licensed Area granted under this Agreement can begin, the Licensee must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and Director of 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.

- E. Should construction be deemed necessary by Licensee in the Licensed Area, construction plans and specifications for all proposed work shall be submitted in advance by the Licensee to the City Engineer and City Development Services Engineer for approval prior to beginning the construction process. The plans must show the depth, and location of the proposed construction and distance from existing water, storm water, wastewater, and gas lines. The Licensee shall also comply with any other laws, rules, regulations, and ordinances applicable to construction in the City and in the public right-of-way, including obtaining all required permits.
- F. Prior to the start of any approved construction, Licensee shall require every contractor and subcontractor to provide a Certificate of Insurance reflecting insurance in coverage amounts as set forth in **Exhibit "C."** Additionally, Licensee shall use commercially reasonable efforts to require their contractors and subcontractors to indemnify the City, its officers, officials, employees, representatives, agents, licensees, and invitees in the same manner that Licensee has provided indemnification to the City pursuant to this Agreement.
- G. Licensee shall provide all necessary and proper safety devices so as to prevent injuries or accidents in the Licensed Area, in as much as possible.

H. At least 48 hours prior to beginning any approved construction, Licensee shall contact Texas811 (1-800-DIG-TESS), and any other required agency or authority. Additionally, at least 48 hours prior to beginning any approved construction, Licensee shall give notice and verify depth and location of utility lines, communication lines, and communication fiber optic cables, whichever is applicable, to the following:

- City Utility Departments, including Water, Storm water, Wastewater and Gas;
- American Electric Power (AEP);
- American Telephone and Telegraph (AT&T);
- CenturyTel;
- Time Warner;
- Grande Communications; and
- Any and all other certified telecommunications providers.

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

I. Any construction process and use of the Licensed Area by Licensee shall not interfere with the construction, installation, operation, maintenance, repair, removal or replacement by the City or any of its agents, contractors, or franchisees of any existing or future proposed sidewalks, utility lines, or other uses. If the City or any franchisee with utilities currently located in said public right-of-way needs access to the right-of-way, Licensee shall pay for removing or relocating the private wastewater line in the Licensed Area to allow access to utility lines for maintenance, repair, removal, or replacement of the utility lines. The Licensee shall repair the Licensed Area to its original condition or cease to use the Licensed Area, at which time this AGREEMENT terminates immediately.

J. Traffic Engineer requirements pertaining to this Agreement, if applicable in context:

1. At least 48 hours prior to commencing any approved construction, the Licensee shall file and obtain approval for a traffic control plan with the City's Traffic Engineer. No closure or barricading of a public right-of-way or any portion of a public right-of-way may occur before approval of the traffic control plan and, if applicable, approval of a detour or barricade plan has been obtained from the City's Traffic Engineer.
2. Should Licensee require a trench, pit, or similar excavation be dug during approved construction, the Licensee shall file and obtain approval for barricading said trench, pit, or excavation in accordance with the Texas Manual on Uniform Traffic Control Devices from the City's Traffic Engineer.

[See paragraph "P" of this Agreement for additional requirements regarding trenches, pits and similar excavations.]

- K. If, as determined by the City Manager, damage occurs to any gas, water, storm water, or wastewater line, Licensee shall allow the City immediate access to the Licensed Area to perform an assessment, make repairs, or take any other action deemed necessary by the City. Determination of the extent of damage and repairs necessary to restore the utility line(s) shall be made by the City Manager in its reasonable discretion. All costs of the City associated with said damage and repair, including labor and materials, shall be paid by Licensee within 30 days of the City's invoice.
- L. Should construction become necessary near existing water or wastewater lines, Licensee shall take every precaution not to disturb the soil surrounding any such lines, including all thrust blocks.
- M. If any approved work is conducted near any existing water main, it shall be done under the inspection of a City inspector at a daily rate of three-hundred ten dollars and thirty-five cents (\$310.35) for each day spent inspecting construction, installation, maintenance, repair, removal, or replacement in the Licensed Area. A half-day, being four hours or more of work time by the City inspector, constitutes a whole working day for purposes of calculation. Any time in excess of eight hours a day, or on Saturday, Sunday or holidays, shall be calculated at a daily rate of fifty-eight dollars and eighteen cents (\$58.18) per hour. Any assessed inspection fees shall be paid by the Licensee to the appropriate City department within 30 days of the City's invoice. These amounts will be adjusted annually each year on August 1 to reflect any pay increases that may be attributable to the rates charged.
- N. At any and all times Licensee shall be responsible for the repair and maintenance of the Wastewater Line and Licensed Area, including any costs associated with damage occurring due to natural weather elements/occurrences or man-made forces. Should damage occur to the Wastewater Line or Licensed Area, regardless of the type of damage, Licensee shall immediately repair the damage upon notice by the City. Failure to so repair terminates this Agreement immediately without any further action needed on the part of the City.
- O. Licensee shall repair, or cause to be repaired, any damage to driveways, culverts, head walls, landscaping, sidewalks, curbs, gutters, and any other structure, public or private, resulting from or caused by reason of construction, installation, maintenance, repair, removal, replacement or operation of the Wastewater Line and Licensed Area.
- P. If a trench, pit, or other excavation is required during approved construction, no trenches, pits, or other excavation, other than bore pits, shall be left open

overnight, except as specifically authorized by the City's Director of Development Services and City's Engineer. Bore pits are not allowed open for a period of longer than 14 calendar days, regardless of location. All trenches, pits, or other excavations, other than bore pits, shall be backfilled by the Licensee promptly and in accordance with current City standards and specifications and as per the City inspector's request. All trenches, pits, and other excavations, *including* bore pits, shall be barricaded by the Licensee in accordance with the Texas Manual on Uniform Traffic Control Devices and as approved by the City's Traffic Engineer. [See paragraph "J.2." for additional requirements pertaining to trenches, pits, and other excavations.]

Q. If backfilling becomes necessary, all backfill, specifically including that in and around existing utilities, shall be made by Licensee according to current City standards and specifications and as required by a City inspector.

R. Use of the Wastewater Line authorized by this Agreement is strictly limited to providing service Licensee, located at 4452 Gollihar Road; Corpus Christi, Texas 78411, in the Licensed Area. Licensee shall not provide, nor permit anyone else to provide or receive, subject to Paragraph C hereof, service through said Wastewater Line, or at any facilities within the City other than the building facilities specifically included in this Agreement without first obtaining a franchise or other required approval from the City.

S. INDEMNIFICATION. Licensee shall fully indemnify and hold harmless the City of Corpus Christi, its officers, officials, employees, and agents ("indemnitees") from and against all suits, claims, demands, actions, losses, costs, expenses, liability, damages and judgments recovered from or asserted against City for any and all property damage or injuries sustained by any person, including without limitation, workers' compensation, personal injury or death, arising from or incident to, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the license granted.

T. 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.

U. 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 Licensee: NVA Doddridge Veterinary Management, Inc.,
1057 Doddridge Street
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.


- V. 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.
- W. The Licensee further agrees, in compliance with the Corpus Christi Code Sec. 2-349, 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 Licensee form a part of this Agreement and are incorporated by reference into this Agreement as if set out here in their entireties.
- X. This instrument, including exhibits, constitutes the entire agreement between the City and the Licensee, 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 Licensee and approved as required by City law.
- Y. Any payments due by the Licensee pursuant to this Agreement will be made from current revenue available to the Licensee.

Remainder of page intentionally left blank; signature page to follow.

EXECUTED IN DUPLICATE this _____ day of July, 2022.

LICENSEE:

NVA Doddridge Veterinary Management, Inc.,
a Texas corporation

By: 
Name: Eric Smith
Its: General Counsel & Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

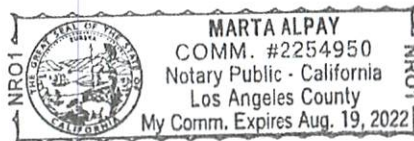
State of California
County of Los Angeles

On July 21st, 2022 before me, Marta Alpay, Notary Public
personally appeared Eric A. Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marta Alpay (Seal)



CITY OF CORPUS CHRISTI

By: _____
Albert J. Raymond III
Director of Development Services

ATTEST:

By: _____
Rebecca Huerta
City Secretary

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2022, by Albert J. Raymond III, Director of Development Services of the City of Corpus Christi, a Texas Municipal Corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Rebecca Huerta, City Secretary, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM:

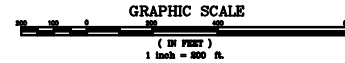
By: _____ (Date)
Buck Brice
Assistant City Attorney
For the City Attorney



LOCATION MAP

EXHIBIT "A"

WASTEWATER LINE AGREEMENT



fresch
 FREEMAN SCHROEDER
 architects



DODDRIDGE ANIMAL CLINIC
 Corpus Christi, Texas
 PLAN & PROFILE

REVISIONS:

DATE: 8/4/2021

C-7.1

08-18-22 8:45 AM

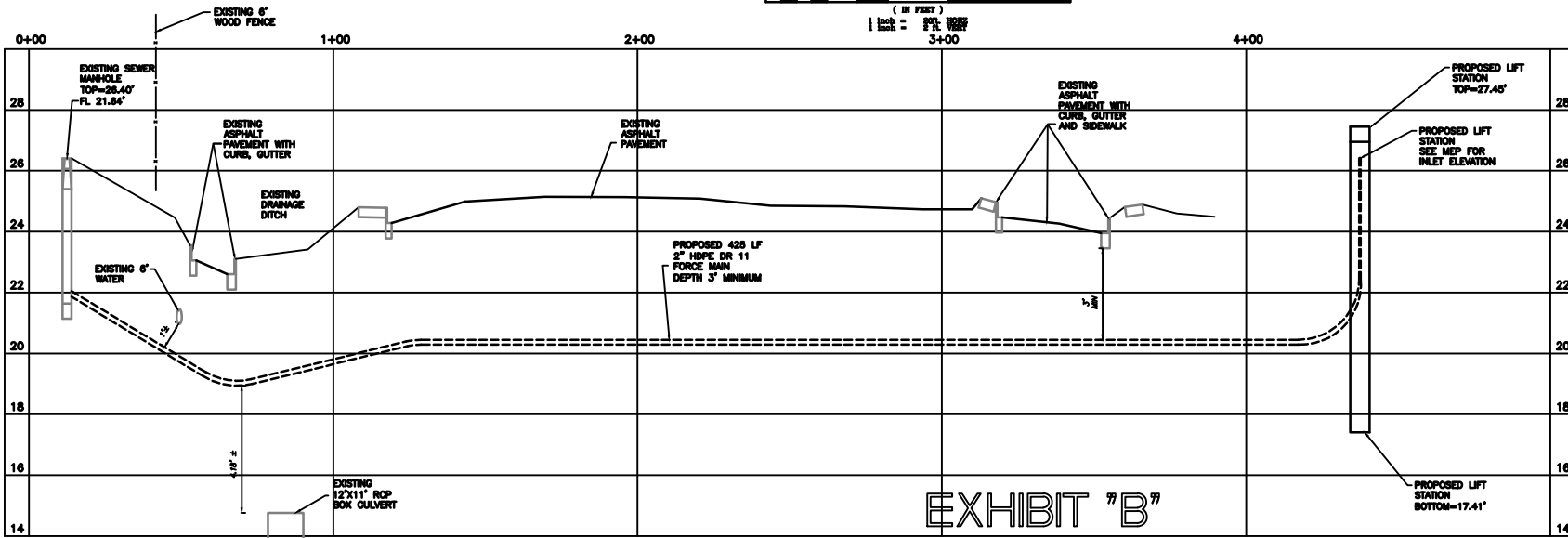
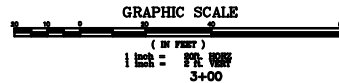
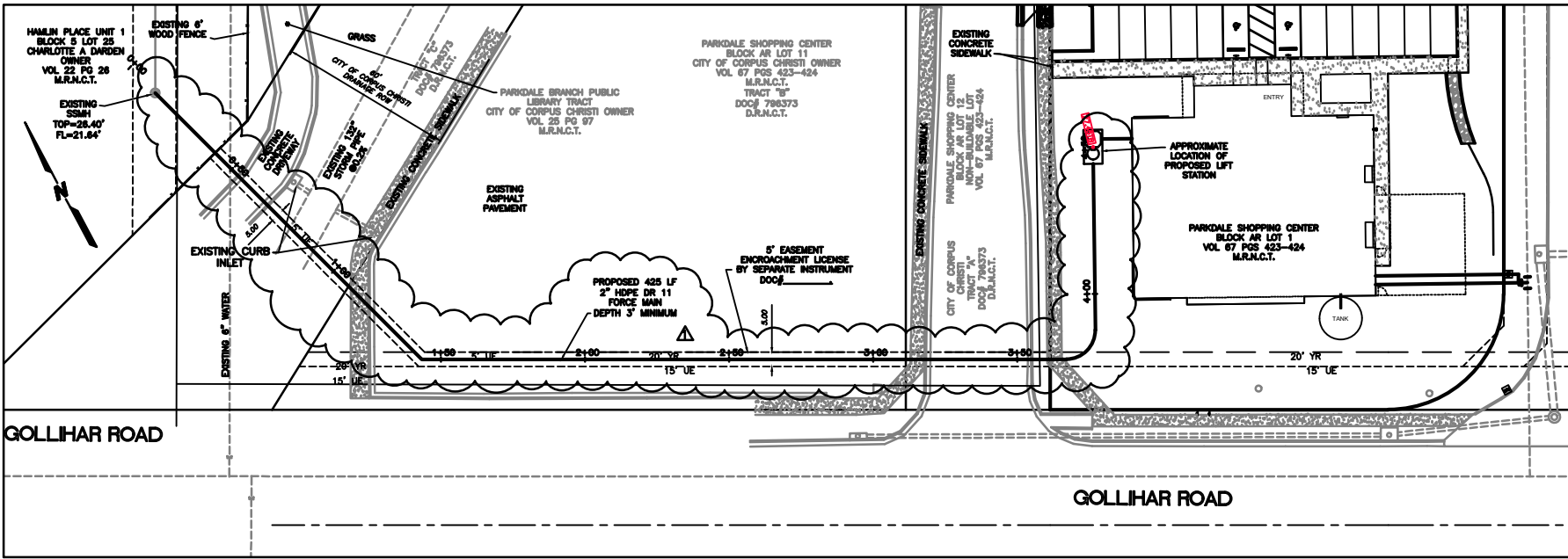


EXHIBIT "B"

WASTEWATER LINE AGREEMENT

frosch
FREEMAN SCHROEDER
architects



DODDRIDGE ANIMAL CLINIC
Corpus Christi, Texas
PLAN & PROFILE

REVISIONS:
RELOCATE FORCE MAIN

DATE: 8/4/2021

C-7



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: K&S Insurance Agency, 2255 Ridge Road, Ste. 333, Rockwall, TX 75087. CONTACT NAME: Ashley Smalley, PHONE: (972) 771-4071, FAX: (972) 771-4695, E-MAIL: asmalley@kandsins.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Continental Insurance Company (NAIC # 35289), INSURER B: Texas Mutual Insurance Co. (22945), INSURER C: Hanover Insurance Company (22292), INSURER D: American Zurich Insurance Company, INSURER E: , INSURER F: . INSURED: Barcom Construction, Inc, 1146 Heinsohn Rd, Corpus Christi, TX 78406.

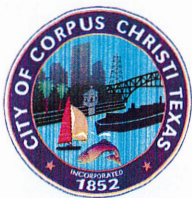
COVERAGES CERTIFICATE NUMBER: 21/22 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Builder's Risk.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) SEE ATTACHED OVERFLOW PAGE

CERTIFICATE HOLDER: City of Corpus Christi, PO Box 9277, Corpus Christi, TX 78469-9277. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



DISCLOSURE OF INTERESTS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas.com

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: Doddridge Veterinary Management, Inc.

STREET: 1057 Doddridge Street

CITY: Corpus Christi

ZIP: 78411

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)

N/A

N/A

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

N/A

N/A

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

N/A

N/A

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

N/A

N/A

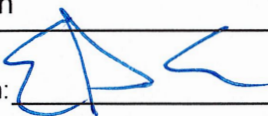
CERTIFICATE (To Be Notarized) *(please see attached form).*

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: Eric Smith

Title: General Counsel & Sec.

(Print)

Signature of Certifying Person: 

Date: 08/09/2022

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On August 9th, 2022 before me, Marta Alpay, Notary Public,
(here insert name and title of the officer)

personally appeared Civic A. Smith

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Marta Alpay

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Disclosure of Interests
Doddridge Vet. Mgmt. Inc.
 containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # <u>2</u> Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____



DEFINITIONS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas.com

- 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.