

Ordinance authorizing the City Manager or designee to execute a License with River View at Calallen, LP (“Permittee”) to install, operate, maintain, and remove a private two-inch sanitary sewer force main encased in six-inch Steel Pipe (“Wastewater Line”) across the Leopard Street public street right-of-way, located west of Western Drive public right-of-way, subject to the Permittee’ compliance with specified conditions.

WHEREAS, River View at Calallen, LP (“Permittee”), desires to install, operate, maintain, and remove a private two-inch sanitary sewer force main encased in six-inch Steel Pipe (“Wastewater Line”) across Leopard public street right-of-way, located west of Western Drive public right-of-way;

WHEREAS, the Permittee has requested, and the City of Corpus Christi (“City”) desires to extend, a perpetual agreement (“Agreement”). This Agreement accomplishes the purpose and use intended by the Permittee 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 Permittee, subject to the Permittee’ compliance with the specified provisions of the Use Privilege 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 perpetual agreement (“Agreement”). this Agreement with the Riverview at Callallen, LP (“Permittee”), to allow the Permittee to install, operate, maintain, and remove a private two-inch sanitary sewer force main encased in six-inch Steel Pipe (“Wastewater Line”) across Leopard Street public street right-of-way, such Agreement at all times subject to the Permittee’ 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 Permittees’ 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 right-of-way by the Permittee for the stated purpose, the Permittee agrees to provide the City with a one-time license fee of \$1,053.00.
- b. The Permittee’s use of the private two-inch sanitary sewer force is strictly limited to serving the Riverview Apartments on Leopard Street. Permittee may not provide wastewater service through the wastewater sewer main to any facilities other than the facilities specified in this section nor may Permittee permit or allow anyone else to provide wastewater service or any other service through the force main to any facility whether owned by the Permittee or by another person or entity.

- c. All costs incurred to install, operate, maintain, repair, and remove the Wastewater Line are the sole responsibility of the Permittee.

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

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

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

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

PASSED AND APPROVED this the _____ day of _____, 20____.

ATTEST:

Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

LICENSE

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This License ("License") is entered into by and between the City of Corpus Christi ("City"), a Texas home-rule municipal corporation, and River View at Calallen, LP ("Licensee"), a Texas limited partnership, whose business address is 8500 Shoal Creek Blvd, Bldg 4, Suite 208, Austin, Texas 78757.

WHEREAS, Licensee owns the real property and improvements located at 11930 Leopard Street in Corpus Christi, Texas, and being more particularly described as approximately 5.862 acres being a portion of share No. 11 of the Partition of the John B. Haney Estate as shown on a map recorded in Volume 6, Page 29 Map Records of Nueces County ("Property"), as shown in **Exhibit A** (legal description); and

WHEREAS, Licensee wishes to construct a two-inch sanitary sewer force main inside a six-inch steel casing (hereinafter "Improvements"), which will encroach in the City (hereinafter "Premises"), as shown in **Exhibit B**; and

WHEREAS, Licensee has requested the City to allow the use and occupancy of the Premises for Licensee's Improvements.

NOW THEREFORE, THE CITY AND LICENSEE AGREE AS FOLLOWS:

In accordance with Article IX, Section 1, of the City's City Charter and in consideration of a onetime payment of (\$1,053.00) paid by Licensee, the receipt of which is acknowledged, the City has granted and by these presents does grant to Licensee, for the term and upon the conditions stated in this License, a License for the right to install, operate, maintain, repair and remove Improvements on Premises. The area in which the License is granted for the location of the Improvements is referred to in this License as the "License Area." Licensee agrees that the Improvements shall not be expanded, enlarged or altered in any way nor shall the height or stories be increased without the prior written approval of City.

The License granted by this License is issued to the Licensee only. This License may not be assigned by Licensee without the City Manager's prior written consent. Licensee must notify the City if Licensee sells or transfers ownership of the Improvements.

The License granted by this License is subject to the Licensee's compliance at all times with the following conditions:

- A. This License, and the rights granted under the License, may be revoked at any time by the City upon providing the Licensee not less than 30 days'

ROW License Agreement Revised 02-23-16

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 License by either party, no portion of any payment made under this License is refundable to the Licensee.

- B. This License is for a perpetual term, subject to termination under Section A above. It also terminates if Licensee discontinues or abandons the use of the Improvements. This License is made expressly subject and subordinate to the right of the City to use the Premises for any public purpose. In the event that City gives notice of termination under Section A, Licensee shall at its sole cost and expense make or cause to be made the removal of the Improvements. Licensee shall reimburse City for the cost of City's removal of the Improvements if Licensee does not remove them within the notice period.
- C. The City reserves the right to construct, maintain and/or modify city-owned facilities, including but not limited to, street and utility improvements. The City will provide 30 days written notice to the Licensee when the City has determined that removal, relocation or alteration of the Improvement is reasonably necessary for construction, maintenance, modification or operation of city-owned facilities. The Licensee shall promptly make the required adjustments. The required work will be done at Licensee's expense.
- D. The Licensee agrees to comply with City Code of Ordinances Chapter 35, Article VII and Chapter 49, Article VII.
- E. The Licensee shall provide the City with a 3-dimensional map of the Improvements accurate to within 1 foot and GIS coordinates, which will be included with this License as **Exhibit C** and 2D dwg file must be submitted for the as-builts.
- F. The Licensee shall mark all Improvements located on City Premises with magnetic marking tape if the utility is located underground.
- G. The Licensee shall acquire and maintain at all times for the term of this License insurance coverage pertaining to the License Area granted under this License and the activities authorized by this License. The types of required insurance coverages must be in the minimum amounts set forth in the attached **Exhibit D**, the substantive content of **Exhibit D** being incorporated by reference into this License as if fully set out here in its entirety. The insurance policies must name the City as an additional insured and may not be canceled, renewed or materially changed by Licensee unless at least ten (10) days advance written notice has been provided to the City. Upon the City Manager's written request, Licensee shall provide copies of all requested insurance policies to the City's City Attorney.

- H. Should construction be deemed necessary by Licensee in the License Area, construction plans and specifications for all proposed work shall be submitted in advance by the Licensee to the City's City 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 pavement, 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. Licensee shall fully pay for all labor and materials used in the License Area and will not permit or suffer any mechanic's or material man's liens of any nature to be affixed against the Premises by reason or any work done or materials furnished to the Premises at Licensee's request.
- I. 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 D**. Additionally, Licensee shall 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 License.
- J. Licensee shall provide all necessary and proper safety devices so as to prevent injuries or accidents in the License Area, in as much as possible.
- K. At least 48 hours prior to beginning any approved construction, Licensee shall contact 1-800-DIG-TESS and the Lone Star Notification Center (1-800-669-8344), and any other required agency or authority. Additionally, at least 48 hours prior to beginning any approved construction, Licensee shall give notice and verify depth and location of communication lines or communication fiber optic cables, whichever is applicable, to the following:
- City Utility Departments, including Water, Storm water, Wastewater and Gas;
 - American Electric Power (AEP);
 - American Telephone and Telegraph (AT&T);
 - 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.

- L. Any construction process and use of the License 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 proposed roadways, 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 Improvement in the License Area to allow access to utility lines for maintenance, repair, removal or replacement of the utility lines. The Licensee shall repair the License Area to its original condition or cease to use the License Area, at which time this License terminates immediately.

M. Traffic Engineer requirements pertaining to this License, 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 "T" of this License for additional requirements regarding trenches, pits and similar excavations.]

N. If, as determined by the City Manager, damage occurs to any pavement, sidewalk, curb, gas, water, storm water or wastewater line, Licensee shall allow the City immediate access to the License 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. 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.

O. 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.

P. 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 License 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.

- Q. At any and all times, Licensee shall be responsible for the repair and maintenance of the License Area, including any costs associated with damage occurring due to natural weather elements/occurrences or man-made forces. Should damage occur to the License Area, regardless of the type of damage, Licensee shall immediately repair the damage upon notice by the City. Failure to so repair terminates this License immediately without any further action needed on the part of the City.
- R. Licensee agrees that any Improvements located above the ground shall be cleaned, maintained and repaired immediately to preserve the public health and safety and prevent blight.
- S. Licensee shall repair, or cause to be repaired, any damage to pavement, driveways, culverts, head walls, landscaping, sidewalks, curbs, gutters and/or any other structure, public or private, resulting from or caused by reason of construction, installation, maintenance, repair, removal, replacement or operation of the License Area.
- T. 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 "M.2." for additional requirements pertaining to trenches, pits, and other excavations.]
- U. 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.
- V. Use of the Wastewater Line Improvements authorized by this License is strictly limited to providing service to the River View at Calallen, LP located at 11930 Leopard Street, in the License Area. Licensee shall not provide, nor permit anyone else to provide or receive, service through said Wastewater

Line or at any facilities within the City other than the building facilities specifically included in this License without first obtaining a franchise or other required approval from the City.

W. LICENSEE 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 AND ACTIONS OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHICH ARISE OUT OF OR ARE IN ANY MANNER CONNECTED WITH, OR ARE CLAIMED TO ARISE OUT OF OR BE IN ANY MANNER CONNECTED WITH THE USE OF THE RIGHT-OF-WAY OR CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE LICENSE IMPROVEMENTS PURSUANT TO THIS LICENSE, INCLUDING ANY INJURY, LOSS OR DAMAGE CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM. LICENSEES MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL THOSE CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED ON ANY CLAIMS OR DEMANDS, WITH COUNSEL SATISFACTORY TO INDEMNITEES, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COST AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, OR ACTIONS.

X. All signatories signing this License warrant and guarantee that they have the authority to act on behalf of the entity represented and make this License binding and enforceable by their signatures.

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

If to Licensee: River View at Calallen, LP
8500 Shoal Creek Blvd, Bldg 4, Suite 208,
Austin, Texas 78757.

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.

- Z. This License 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 License are performable in Nueces County, Texas. All actions arising from, out of, or related to this License must be filed, tried, remain and resolved in and cannot be removed from Nueces County, Texas.
- AA. The Licensee further agrees, in compliance with the City of Corpus Christi Ordinance No. 17112, to complete, as part of this License, the "Disclosure of Interests" form attached to this License as **Exhibit E**. Completed versions of **Exhibit E** by the Licensee form a part of this License and are incorporated by reference into this License as if set out here in their entireties.
- BB. This instrument, including exhibits, constitutes the entire License between the City and the Licensee, and no prior written, oral, or contemporaneous promises, warranties or representations shall be binding upon any parties. This License may only be amended by written instrument signed by authorized representatives of the City and Licensee and approved as required by City law.
- CC. Any payments due by the Licensee pursuant to this License will be made from current revenue available to the Licensee.

EXECUTED IN DUPLICATE this _____ day of _____, 20_____.

ROW License Agreement Revised 02-23-16

LICENSEE'S NAME

Date

River View at Calallen, LP, a Texas limited partnership

By: River View at Calallen GP, LLC, a Texas limited liability company, its general partner

By: River View at Calallen MM, LLC, a Texas limited liability company, its manager

By: Mark E. Gardner, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 20____,
by _____, Manager, River View at Calallen MM, LLC,
Manager, River View at Calallen GP, LLC, general partner, River View at Calallen, LP,
on behalf of said company.

Notary Public's Signature

IN TESTIMONY WHEREOF, the City of Corpus Christi has caused these presents to be executed on this the ____ day of _____, 20____.

ATTEST:

CITY OF CORPUS CHRISTI

City Secretary
Department

By: _____
Daniel McGinn Interim Director, Development Services

APPROVED AS TO LEGAL FORM:

____ day of _____, 20____.

By: _____
Julian Grant, Assistant City Attorney

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 20____, by _____, as Director, Development Services Department, of the City of Corpus Christi, a Texas Municipal Corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION

Being that certain tract of land described as containing 5.865 acres, more or less, being a portion of Share No. Eleven (11) of the Partition of the Estate of John B. Haney, a map recorded in Volume 6, Page 29 of the Nueces County, Texas Map Records, and being the same land described as 5.878 acres in deed dated January 27, 2014 recorded in Document No. 2014003651 Official Public Records, Nueces County, Texas, executed by James E. Brooks VFW Post 3837 to Zeba, LLC, and being further described on the following page:

BEING a 5.865 acre tract of land in Share No. 11 of the Partition of the Estate of John B. Haney, as recorded in Volume 6, Page 29, Map Records, Nueces County, Texas, situated in the Gregorio Survey, Abstract No. 592, Nueces County, Texas, being all that certain tract of land described in deed to Zeba, LLC, as recorded in Document No. 2014003651, Official Public Records, Nueces County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1-inch iron pipe found marking the south corner of said Zeba tract and the west corner of that certain tract of land described in deed to Judy Rack, as recorded in Document No. 2006029630, said Official Public Records, said iron pipe being on the northeast line of Leopard Street (Highway No. 9), from which the south corner of said Share No. 11 bears South 36°40'13" West, a distance of 40.09 feet;

THENCE North 57°16'29" West, a distance of 298.75 feet along said northeast line to a 3/4-inch iron pipe found marking the southwest corner of said Zeba tract and the south corner of that certain tract of land described in deed to James E. Brook VFW Post 3837, as recorded in Document No. 837463, said Official Public Records;

THENCE North 36°35'34" East, passing a 3/4-inch iron pipe found marking the east corner of said VFW tract and the south corner of that certain tract of land described in deed to James E. Brook VFW Post 3837, as recorded in Document No. 1999021349, said Official Public Records, at a distance of 300.29 feet and continuing a total distance of 372.69 feet to a 5/8-inch iron rod found marking the interior ell corner of said Zeba tract and the east corner of said VFW tract (1999021349);

THENCE North 57°12'59" West, a distance of 299.70 feet along the common line of said Zeba and VFW (1999021349) tracts to a 5/8-inch iron rod found marking the northwest corner of said Zeba tract and the north corner of said VFW (1999021349) tract, said iron rod being on the southeast line of that certain tract of land described in deed to The Cuddihy Corporation, as recorded in Volume 1625, Page 506, Deed Records, said Nueces County;

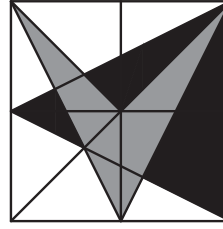
THENCE North 36°47'31" East, a distance of 177.44 feet along the common line of said Zeba and Cuddihy tracts to a 5/8-inch iron rod found marking the north corner of said Zeba tract and the east corner of said Cuddihy tract, said iron rod being on the southwest line of Interstate Highway No. 37 (a variable width right-of-way);

THENCE South 69°07'47" East, a distance of 620.63 feet along said southwest line to a 5/8-inch iron rod found marking the east corner of said Zeba tract and the north corner of aforesaid Rack tract;

THENCE South 36°40'13" West, a distance of 678.25 feet along the common line of said Zeba and Rack tracts to the POINT OF BEGINNING and containing 5.865 acres (255,463 square feet) of land.



RIVERVIEW APARTMENTS
LEOPARD STREET
CORPUS CHRISTI, TEXAS



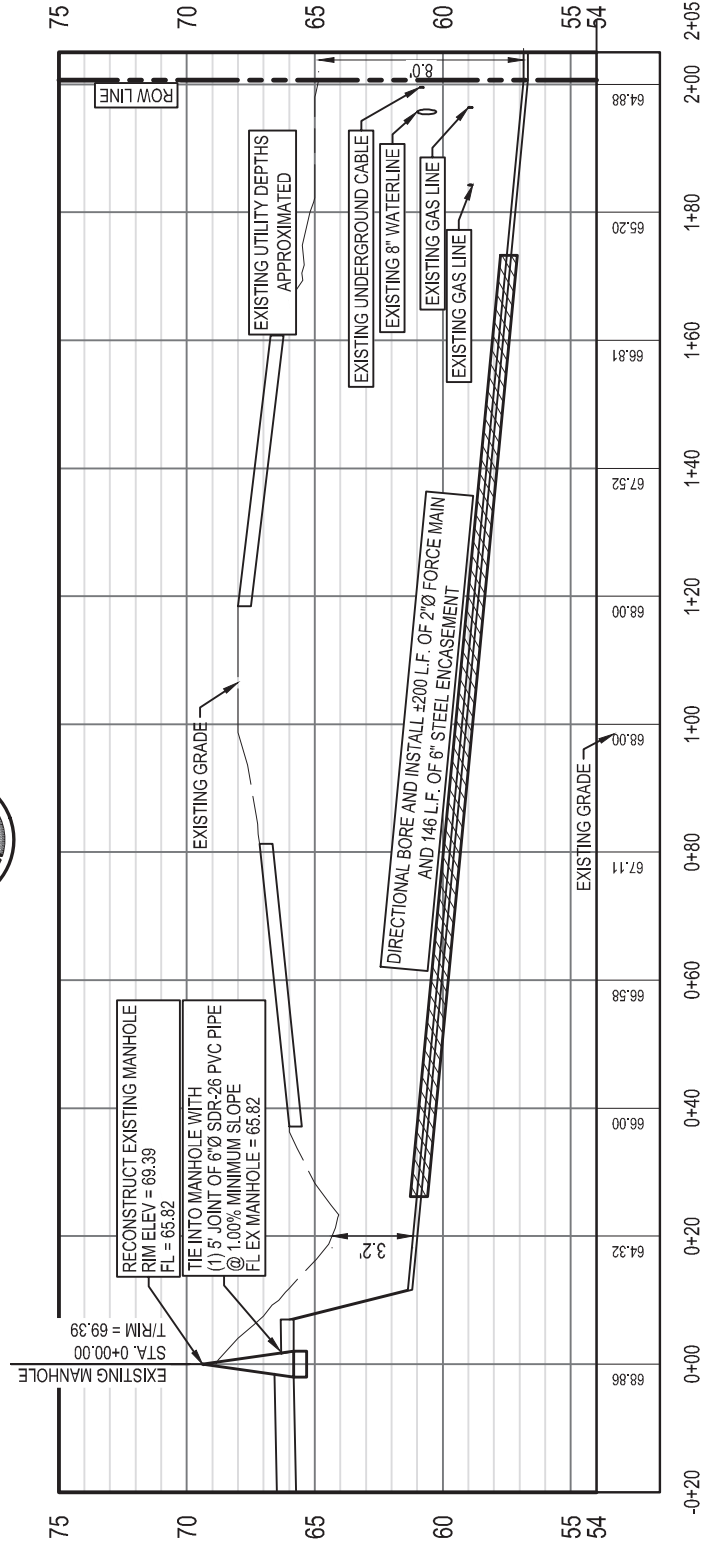
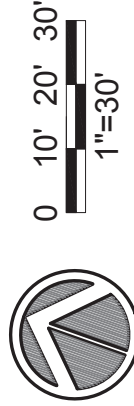
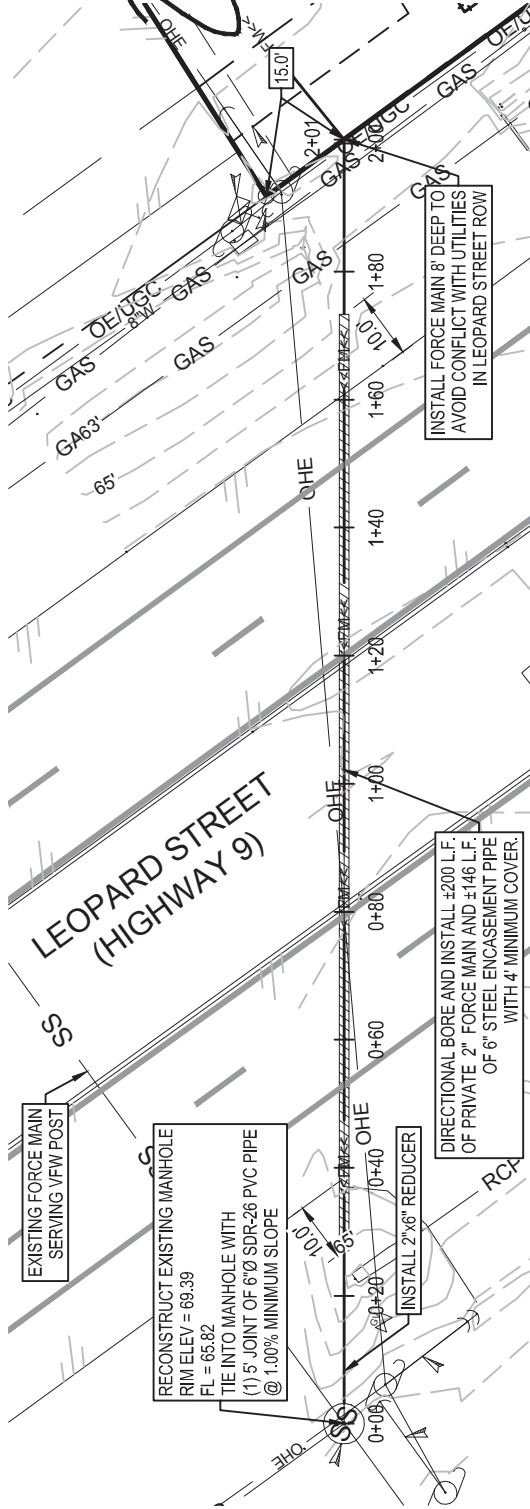
**CARNEY
ENGINEERING
COMPANY**

4588 Hinton Dr.
Plano, Texas 75024
PH (469) 443-0861
FAX (469) 443-0863

TBPE REGISTRATION NO. F-5833

DRAWN BY: TCP
CHECKED BY: JAH
START DATE: 5/3/2016
SCALE: 1" = 30'
PROJECT NO.: 2068-070

EXHIBIT C



ATTACHMENT
EXHIBIT **D**

INSURANCE REQUIREMENTS

I. PERMITTEE'S LIABILITY INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
Commercial General Liability including: 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Permittees 7. Pollution/Environmental Impairment	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000

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

II. ADDITIONAL REQUIREMENTS

- A. Permittee must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.

- B. Permittee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Permittee'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. Permittee shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Permittee 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. **Permittee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy
 - Provide for an endorsement that 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. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Permittee'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 Permittee'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 Permittee to stop work hereunder, and/or withhold any payment(s) which become due to Permittee hereunder until Permittee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Permittee may be held responsible for payments of damages to persons or property resulting from Permittee's or its subcontractor's performance of the work covered under this agreement.

- H. It is agreed that Permittee'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 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.

2014 ins req.

Development Services

11/13/2014 ds Risk Mgmt.



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: River View at Calallen, LP

STREET: 8500 Shoal Creek Blvd., Bldg. 4, Suite 208

CITY: Austin

ZIP: 78757

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

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

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

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

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.

Authorized Representative of General

Certifying Person: Enrique Flores
(Print)

Title: Partner

Signature of Certifying Person: Enrique Flores

Date: 04/12/2016

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.