

**Ordinance authorizing an amendment to the Water Distribution Main Line Extension Construction and Reimbursement Agreement with Esther Ybarra to extend a water distribution main to a planned residential property located at 7541 Weber Road; and appropriating \$11,929.50 from the Water Distribution Main Trust Fund to reimburse developer.**

**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 an amendment to the Water Distribution Main Line Extension Construction and Reimbursement Agreement ("Amendment") attached. hereto, with Mrs. Esther Ybarra, to include the cost of Engineering and Surveying in reimbursement.

**SECTION 2.** Funding in the amount of \$11,929.50 is appropriated from the No. 4030-21806 Water Distribution Main Trust Fund to reimburse the Developer.

That the foregoing ordinance was read for the first time and passed to its second reading on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

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

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

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

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

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

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

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

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

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

That the foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by the following vote:

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

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

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

# AMENDMENT OF DISTRIBUTION MAIN LINE CONSTRUCTION AND REIMBURSEMENT AGREEMENT

This is an amendment to the Distribution Main Line Construction and Reimbursement Agreement, attached hereto as Exhibit A and made a part hereof, originally dated September 24 ,2019, by and between: Mrs. Esther Ybarra and the City of Corpus Christi.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree to amend Distribution Main Line Extension Construction and Reimbursement Agreement, with the following addendum as follows:

Section 16 (a) is amended as follows:

## Section 16. Reimbursement.

- a. The maximum reimbursable amount pursuant to UDC §8.5.1. C.2. for the Distribution Main Extension is increased in the amount of \$11,929.50 as shown in exhibit 4 for a total of \$113,879.74. Subject to the conditions for reimbursement from the Distribution Main Trust Fund, the City will reimburse the Developer/Owner the reasonable actual cost of the Distribution Main Extension up to an amount not to exceed \$113,879.74, the contents of such exhibit being incorporated by reference into this Agreement.

Exhibit 2. Update to the request for reimbursement as attached.

Exhibit 4 addendum. Increase in cost estimate in the amount of \$11,929.50 for the cost for Engineering and Surveying.

All other terms and conditions of the original agreement remain effective and in full force.

EXECUTED IN ONE ORIGINAL and made effective this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF CORPUS CHRISTI**

**Mrs. Esther Ybarra**

\_\_\_\_\_  
Al Raymond III, ACP, CBO  
Director of Development Services

\_\_\_\_\_  
*Esther Ybarra*  
Esther Ybarra,  
Owner

**APPROVED AS TO FORM:**

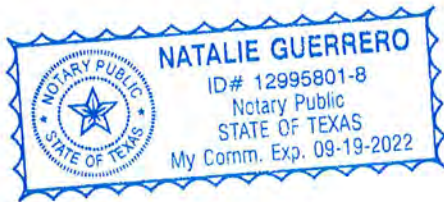
\_\_\_\_\_  
Buck Brice (date)  
Assistant City Attorney  
for the City Attorney

STATE OF TEXAS

COUNTY OF Nueces

§  
§  
§

This instrument was acknowledged before me on 13 day of April, 2020, by  
Mrs. Esther Ybarra, Owner.



Natalie Guerrero  
Notary Public's Signature

**APPLICATION FOR WATER DISTRIBUTION MAIN EXTENSION CONSTRUCTION  
REIMBURSEMENT**

I, Mrs. Ester Ybarra, 5873 Hall Avenue, Corpus Christi Texas 78408, owner and developer of proposed Ybarra Terrace Lot 1. Corpus Christi Texas (see attached land plan), hereby request reimbursement of \$113,879.74 for the installation of the Water Distribution Main Line Extension in conjunction with said lot, as provided for by City Ordinance No. 17396. \$120,379.50 is the construction cost, including Engineering and Surveying, as shown by the cost supporting documents attached herewith.

STATE OF TEXAS           §

COUNTY OF NUECES       §

This instrument was acknowledged before me on April 13, 2020 by Mrs. Esther Ybarra, Owner of said entity.



*x Natalie Guerrero*  
Notary Public

**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 Water Distribution Trust Fund, and
- (b) Appropriation and approval by the City Council.

\_\_\_\_\_  
Development Services Representative

\_\_\_\_\_  
(Date)

# Engineer Fees – Bass and Welsh Engineering,

## Bass & Welsh Engineering

3054 S. Alameda St  
Corpus Christi, TX 78404  
P.O. Box 6397  
Corpus Christi, TX 78466-6397

Phone #	Fax #
361-882-5521	361-882-1265

Bill To

Carlos Ybarra  
5873 Hall Ave  
Corpus Christi, Texas 78408

**Invoice #:** 20-073

Date: 3/11/2020

Project #: 18044

Authorized By:

## Invoice

Description	Quantity	Rate	Amount
PROFESSIONAL SERVICES: Prepare construction plans for offsite waterline construction required in conjunction with the platting of Lot 1, Block 1, Ybarra Terrace. Obtain permits from TXDOT construction layout surveys and preparation of Certificate of Completion and Record Drawings.			
Approved Fee 11% of Construction Costs \$108, 450.00	1.00	11,929.50	11,929.50

Please note invoice number on payment. Thank you for your business!

**Total** \$11,929.50

**Exhibit 4 Addendum**

**DISTRIBUTION MAIN EXTENSION CONSTRUCTION  
AND REIMBURSEMENT AGREEMENT**

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

This Water Distribution Main Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Mrs. Esther Ybarra.

**WHEREAS**, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on May 15, 2019 to develop a tract of land, to wit: approximately 9.04 acres known as Ybarra Terrace Lot 1, Corpus Christi Texas as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

**WHEREAS**, under the UDC, the Developer/Owner is responsible for construction of the distribution main extension ("Distribution Main Extension");

**WHEREAS**, it is to the best interest of the City that the Distribution Main Extension be constructed to its ultimate capacity under the City's applicable Master Plan;

**WHEREAS**, Section 8.5.1.C.2. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when certain funds become fully available in the Distributions Main Trust Fund and are appropriated by the City Council; and

**WHEREAS**, the Developer/Owner has submitted an application for reimbursement of the costs for installing the Distribution Main Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties do covenant and agree as follows:

1. **TRUSTEE LIABILITY.** The City is executing this agreement as trustee of the Water Trust Fund pursuant to UDC §8.5. The City is acting as trustee to further its governmental functions of providing water and sewer service. Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit. As such, the City's participation as Trustee does not create a loan of its credit. Execution of this agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and it is expressly agreed that any judgment will only be satisfied out of the assets of the trust and not out of the City's assets. The City is excluded from personal liability.

2. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Distribution Main Extension in compliance with the City's UDC, the City's Infrastructure Design Manual, and all local, state and federal laws, codes and regulations, in accordance with the plans and specifications submitted to the City's Development Services Department and reviewed and approved by the City's Development Services Engineer.

### 3. PLANS AND SPECIFICATIONS.

a. Developer/Owner shall contract with a professional engineer registered and licensed in the State of Texas, acceptable to the City's Development Services Engineer, to prepare and seal plans and specifications for the Distribution Main Extension, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

1. 16-inch HDD, 200 liner feet
2. 16-inch diameter steel casing, 200 liner feet
3. 8-inch Fusible PVC water distribution line, 200 liner feet
4. 8-inch diameter Cross, one (1) each
5. 8-inch stub-outs/plugs, three (3) total
6. Fire hydrant, one (1) each
7. Labor for 10 days
8. Hot Tap (LS)
9. Vacuum Trailer (LS)
10. Mobilize (LS)

b. The plan must be in compliance with the City's master plans.

c. The plans and specifications must comply with the City's Water Distribution Standards Detail Sheets and Standard Specifications.

d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

4. SITE IMPROVEMENTS. Prior to the start of construction of the Distribution Main Extension, the Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Distribution Main Extension. If any of the property needed for the Easements is owned by a third party and Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City may use its powers of eminent domain to acquire the Easements. Developer will be responsible for cost of acquisition, payable from the reimbursement agreed to in this agreement.

5. PLATTING FEES. Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC.

6. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Distribution Main Extension, under the approved plans and specifications, by August 30, 2020.

7. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this contract.



8. PROMPT AND GOOD FAITH ACTIONS. The parties shall act promptly and in good faith in performing their duties and 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.

9. DEFAULT. The following events shall constitute default:

- a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.
- b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer by the 40th calendar day after the date of approval of this Agreement by the City Council.
- c. Developer/Owner fails to award a contract for the construction of the Distribution Main Extension, according to the approved plans and specifications, by the 70th calendar day after the date of approval of this Agreement by the City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Distribution Main Extension under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Distribution Main Extension, under the approved plans and specifications, on or before August 30, 2020.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

10. 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 sufficient 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 the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 11, of the need to perform the obligation or duty and, should the Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer/Owner by reducing the reimbursement amount due to the Developer/Owner.
- e. In the event of an uncured default by the Developer/Owner, 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; and/or
  3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner 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/Owner has all its remedies at law or in equity for such default.

#### 11. 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; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.
- 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 claiming force majeure 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.

#### 12. 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/Owner:

Mrs. Ester Ybarra  
5873 Hall Avenue  
Corpus Christi  
Texas, 78408

2. If to the City:

City of Corpus Christi  
Attn: Director, Development Services Department

2406 Leopard Street 78401  
P. O. Box 9277  
Corpus Christi, Texas 78469-9277

with a copy to:

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

b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

13. THIRD-PARTY BENEFICIARY. Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Distribution Main Extension, contracts for testing services, and contracts with the contractor for the construction of the Distribution Main Extension must provide that the City is a third-party beneficiary of each contract.

14. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas Government Code 2253, and all other applicable laws and regulations. The performance or payment bond must name the City as an obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

15. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Distribution Main Extension and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services.

16. REIMBURSEMENT.

- a. The maximum reimbursable amount pursuant to UDC §8.5.1. C.2. is **\$108,450.00**. The maximum reimbursable amount for the Distribution Main Extension less **\$6,499.76** lot/acreage fee credit is **\$101,950.24** Subject to the

conditions for reimbursement from the City Developer Participation Funds and the appropriation of funds, the City will reimburse the Developer/Owner the reasonable actual cost of the Distribution Main Extension up to an amount not to exceed **\$101,950.24** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.

- b. The City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made within 30 days from the date of the City's administrative approval of the invoice in accordance with state law.
- c. Cost-supporting documentation to be submitted shall include:
  - 1. Summary of Costs and Work Performed Form provided by the Development Services Department
  - 2. Contractor and professional services invoices detailing work performed
  - 3. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid.
- d. To be eligible for reimbursement, the work must be constructed in a good and workmanlike manner, in accordance with the approved plans and specifications, and in compliance with the City's Infrastructure Design Manual, and all other local, state and federal laws, codes and regulations, and must have been inspected and accepted by the City.

The final 5% of the total contract reimbursement amount will be held as retainage until such time the City issues acceptance of public infrastructure in accordance with Unified Development Code.

- e. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner 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 the uncured default occurred.

17. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT. All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with UDC §8.5. Developer/Owner understands and agrees that if funds are not available in the Water Distribution Main Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and this Agreement has priority per UDC §8.5.1. C.

**18. INDEMNIFICATION** Developer/Owner 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/Owner'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/owner 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.**

19. ASSIGNMENT OF AGREEMENT. This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

20. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the Corpus Christi Code of Ordinance Sec. 2-349, to complete, as part of this Agreement, the Disclosure of Interests form attached hereto as **Exhibit 5**.

21. EFFECTIVE DATE. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

22. DEDICATION OF DISTRIBUTION MAINS. Upon completion of the construction, dedication of Distribution Main Extension will be subject to City inspection and approval.

23. CERTIFICATE OF INTERESTED PARTIES. Developer/Owner agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
  - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
  - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

24. CONFLICT OF INTEREST. Developer/Owner agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

25. AUTHORITY. 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 signature.

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

EXECUTED IN ONE ORIGINAL this 1<sup>st</sup> day of OCTOBER, 2019.

ATTEST:

Rebecca Huerta  
Rebecca Huerta  
City Secretary

CITY OF CORPUS CHRISTI

[Signature]  
~~Nina Nixon-Mendez, FAICP~~  
Director of Development Services  
For City Manager  
ALBERT J. RAYMONO III

APPROVED AS TO LEGAL FORM:

Buck Brice 7-29-19  
Buck Brice (Date)  
Assistant City Attorney  
For City Attorney

Ord. 031882 AUTHORIZED  
BY COUNCIL 09-24-2019  
[Signature] RH/AB  
SECRETARY

By: Esther Ybarra  
Esther Ybarra  
Owner

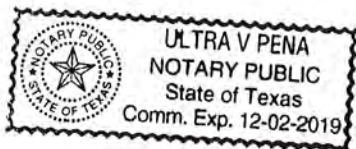
STATE OF TEXAS

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COUNTY OF NUECES

This instrument was acknowledged before me on July 8th, 2019, by  
Mrs. Esther Ybarra, owner.

[Signature]  
Notary Public's Signature





- NOTES**
1. THE PROPERTY IS ZONED "TR" FARM RURAL.
  2. THE VARIOUS REQUIREMENTS, AS DEPICTED, ARE A REQUIREMENT OF THE UNITED DEVELOPMENT CODE ORDINANCE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
  3. BASIS OF BEARING IS STATE OF TEXAS, LAMBERT GRID, SOUTH ZONE, AND 1983, ESTABLISHED BY STATE OBSERVATION AND GPS SOLUTION BY NGS. ELEVATIONS REFER TO NAVD 1983.
  4. THE SUBJECT PROPERTY LIES IN ZONE 4E, FLOOD PLAIN BOUNDARIES HAVE BEEN SCALED FROM TEMA PANEL 48353 C 0510 G DATED OCTOBER 23, 2016 (PART REVISED PRELIMINARY).
  5. THE RECEIVING WATER 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 RECREATION" USE.
  6. IF THE PROPERTY WERE TO BE SUBDIVIDED, COMPLIANCE WITH THE PUBLIC OPEN SPACE REGULATIONS WILL BE REQUIRED AS APPLICABLE.

**NOTES**



WILLIAM J. GREEN, P.E.  
REGISTERED PROFESSIONAL LAND SURVEYOR

I, MURRAY BASS, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE & BELIEF. THIS THE 12TH DAY OF APRIL, 2019.

STATE OF TEXAS §  
COUNTY OF NUECES §

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

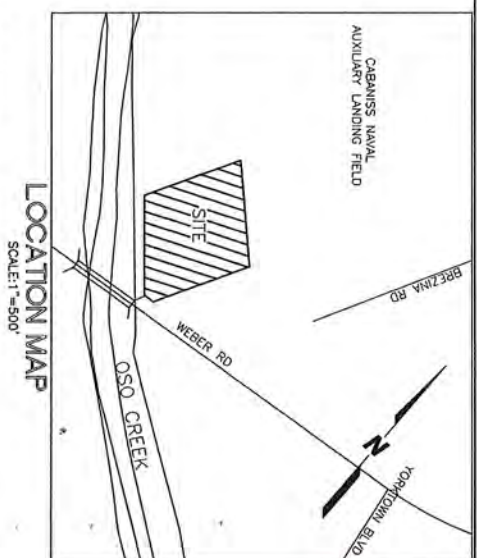
ESTHER CASTILLO YBARRA

STATE OF TEXAS §  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY  
ESTHER CASTILLO YBARRA

THIS THE \_\_\_\_ DAY OF \_\_\_\_ 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

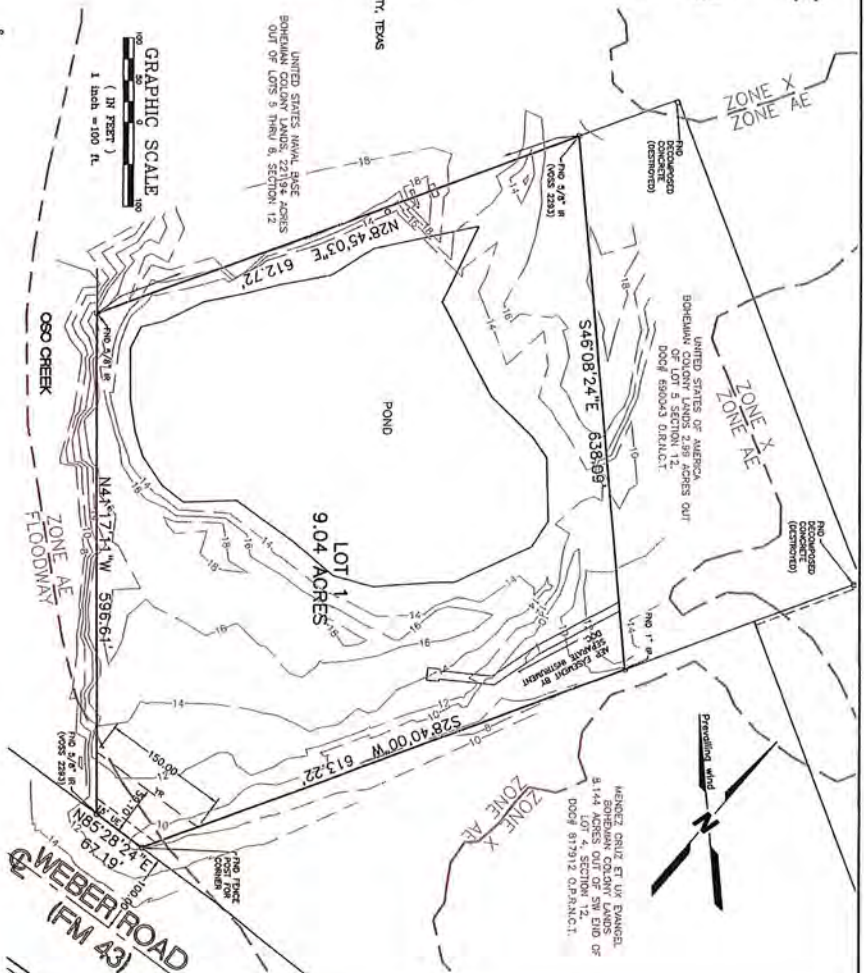


**YBARRA TERRACE  
LOT 1**

BEING A TRACT OF A LAND BEING OUT OF LOT 5, SECTION 12, AND LOT 1, SECTION 18 OF THE BOHEMAN COLONY LANDS RECORDED IN VOLUME "A", PAGE 48, MAP RECORDS, NUECES COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN DCC# 936013 DEED RECORDED IN VOLUME "A", PAGE 48, MAP RECORDS, NUECES COUNTY, TEXAS, CONTAINING 9.04 ACRES.

**LEGEND**

- U.E. UTILITY EASEMENT
- V.R. VARIOUS REQUIREMENT
- I.P. IRON PIPE
- I.R. IRON ROD
- M.A.N.C.T. MAP RECORDS NUECES COUNTY, TEXAS
- D.E.A.N.C.T. DEED RECORDS NUECES COUNTY, TEXAS
- O.P.A.N.C.T. OFFICIAL PUBLIC RECORDS NUECES COUNTY, TEXAS



STATE OF TEXAS §  
COUNTY OF NUECES §

THE 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 \_\_\_\_ 2019.

WILLIAM J. GREEN, P.E.  
DEVELOPMENT SERVICES ENGINEER

DATE

ERIC VILLARREAL, P.E.  
CHAIRMAN

NINA NIXON-MENDOZA, FACP  
SECRETARY



**BASS & WELSH ENGINEERING**

CONSULTING ENGINEERS AND SURVEYORS  
3054 SOUTH ALAMEDA STREET 78404  
P.O. BOX 6397 78466-6397  
TELEPHONE: (361) 882-5521  
FACSIMILE: (361) 882-1265

PREPARED BY  
FROM REGISTRATION NO. 7-452 (ENGINEERING)  
FROM REGISTRATION NO. 100027-00 (SURVEYING)  
CORPUS CHRISTI, TEXAS

STATE OF TEXAS §  
COUNTY OF NUECES §

APPROVED BY THE CORPUS CHRISTI-NUECES COUNTY HEALTH DEPARTMENT. THIS THE \_\_\_\_ DAY OF \_\_\_\_ 2019, ANY PRIVATE WATER SUPPLY AND/OR SEWAGE SYSTEM SHALL BE APPROVED BY THE CORPUS CHRISTI-NUECES COUNTY HEALTH DEPARTMENT PRIOR TO INSTALLATION.

PUBLIC HEALTH ENGINEER

STATE OF TEXAS §  
COUNTY OF NUECES §

I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE \_\_\_\_ DAY OF \_\_\_\_ 2019 WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE \_\_\_\_ DAY OF \_\_\_\_ 2019 AT \_\_\_\_ O'CLOCK \_\_\_\_ M. AND DULY RECORDED THE \_\_\_\_ DAY OF \_\_\_\_ 2019 AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE MAP RECORDS OF SAID COUNTY IN VOLUME \_\_\_\_ PAGE \_\_\_\_ INSTRUMENT NUMBER \_\_\_\_

WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT OFFICE IN CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR LAST WRITTEN.

BY: DEPUTY

KARA SANDS  
COUNTY CLERK  
NUECES COUNTY, TEXAS

YBARRA TERRACE, LOT 1

SHEET 1 OF 1

**APPLICATION FOR WATER DISTRIBUTION MAIN EXTENSION CONSTRUCTION  
REIMBURSEMENT**

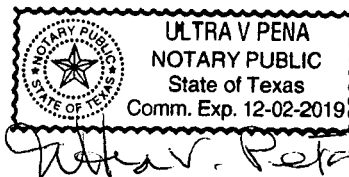
I, Mrs. Ester Ybarra, 5873 Hall Avenue, Corpus Christi Texas 78408, owner and developer of proposed Ybarra Terrace Lot 1. Corpus Christi Texas(see attached land plan), hereby request reimbursement of \$101,950.24 for the installation of the Water Distribution Main Line Extension in conjunction with said lot, as provided for by UDC Section 8.5.1.C.2.a. \$108,450.76 is the construction cost, including Engineering and Surveying, as shown by the cost supporting documents attached herewith.

Esther Ybarra  
Esther Ybarra, Owner

7-8-14  
Date

STATE OF TEXAS §

COUNTY OF Nueces §



This instrument was acknowledged before me on July 8th 2014 by Esther Castillo Ybarra Owner.

**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 Water Distribution Main Trust Fund, and
- (b) Appropriation and approval by the City Council.

[Signature]  
Development Service Engineer

8 July 2014  
(Date)

**APPLICATION FOR WATER LINE CREDIT**

I, Mrs. Esther Ybarra, 5873 Hall Avenue, Corpus Christi Texas, 78408, owner and developer of proposed Ybarra Terrace Lot 1, Corpus Christi, hereby apply for \$6,499.76 credit towards the water system lot fee for the installation of the water distribution mains as provided for by UDC Section 8.5.1.C.2.a. \$108,450.00 is the estimated construction cost as shown by the cost supporting documents attached herewith.

By: Esther Ybarra  
Esther Ybarra

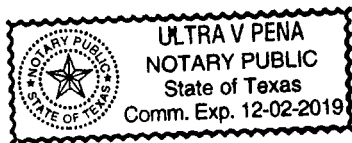
Title: Owner

Date: 7-8-19

STATE OF TEXAS §

COUNTY OF Nueces §

This instrument was acknowledged before me on July 8<sup>th</sup> 2019 by Esther Castillo Ybarra  
Owner of said entity.



Alfred. Pena  
Notary Public in and for the State of Texas



# PUBLIC WATER IMPROVEMENTS

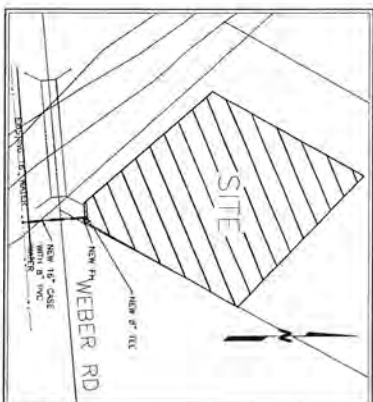
020200	RECAUTION AND SIGNALS FOR UTILITIES
020202	PERSON SAFETY FOR EXCAVATIONS
020300	ALCOHOL, SMOKING, TUNNELING
020401	WATER LINE REPAIR ASSEMBLY
020402	HYDROSTATIC TESTING OF PRESSURE SYSTEMS
020506	WATER MAIN PIPING AND FITTINGS
020701	PVC PIPE - AWWA C 900 AND C 905
020702	ASSEMBLY OF WATER LINES
020703	DRAINING, SLEEVES & VALVES
020801	DATE VALVES FOR WATER LINES
020901	PIPE HANGERS
020902	WATER MAINS
020903	INSTALLING CLAMP JOINTS
020904	REPAIRING CRACKS

[illegible][illegible]

PREPARED BY *[Signature]*  
LIBRARY DATE: 5-7-19

TABLE 1. Continued

Digitally signed by William J. Green, P.E.  
DN: cn=William J. Green,  
P.E., o=Development  
Services, ou=City of  
Corpus Christi, Texas,  
email=Bill@ctccrxs.com,  
c=US  
Date: 2019.05.22 15:40:35  
+0500

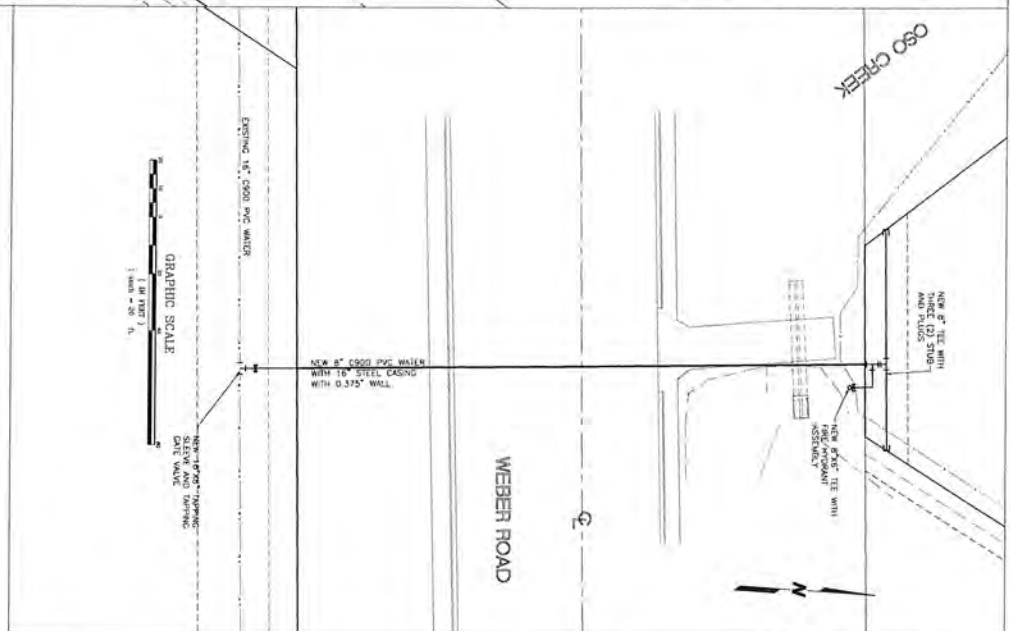
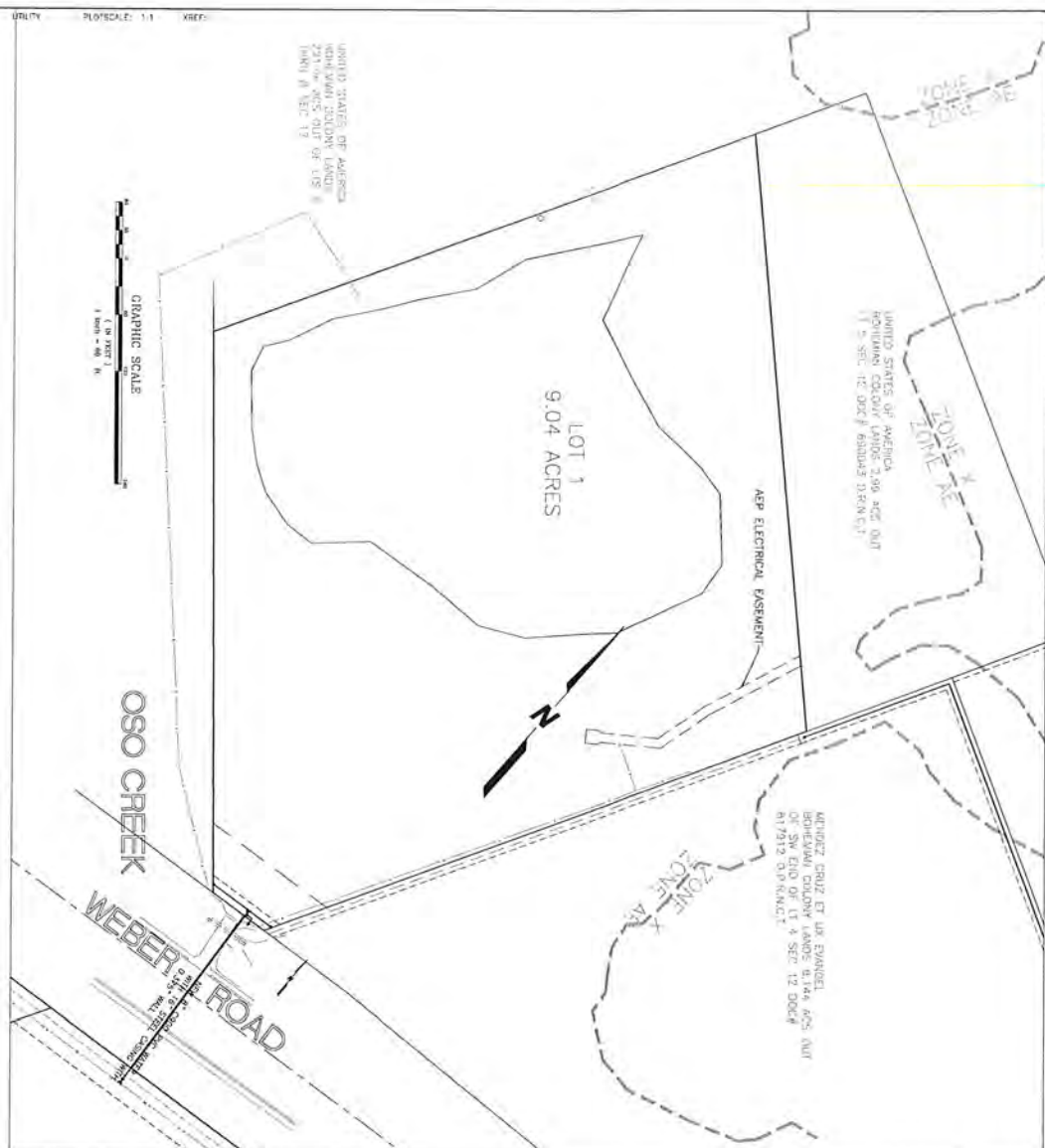
[illegible]

QUANTITIES ARE PROVIDED AS AN AID TO THE CONTRACTOR AND SHOULD BE VERIFIED BY INDEPENDENT CALCULATIONS.

**NOTES:**  
CONTRACTOR SHALL NOTIFY THE  
FOLLOWING SERVICES PRIOR TO  
ANY EXCAVATION.

Texas One Call 1-800-245-4345  
Southwestern Bell Locode Group 1-800-828-5127  
The Lone Star Notification Company 1-800-669-8344  
Texas Excavation Safety System 1-800-344-8377

### Exhibit 3



PLACES ARE LIMITED FOR  
CONTRIBUTION  
DUE TO LIMITED SPACE  
Forthcoming places will appear in  
the November issue of *ITC* 1.8

Digitally signed by William J. Green, P.E.  
DN: cn=William J. Green, P.E.,  
o=Development Services,  
ou=City of Corpus Christi,  
Texas,  
email=billg@ctcrexas.com,  
c=US  
Date: 2019.05.22 15:41:11  
-0500'

OF 3 SHEETS

2

DATE: 1-3-19  
SCALE: AS SHOWN  
JOB NO.: 18044  
DESIGN BY: MB J  
DRAWN BY: JC  
SURVEYED BY: JH  
COMP FILE:  
FIELD BK. NO:

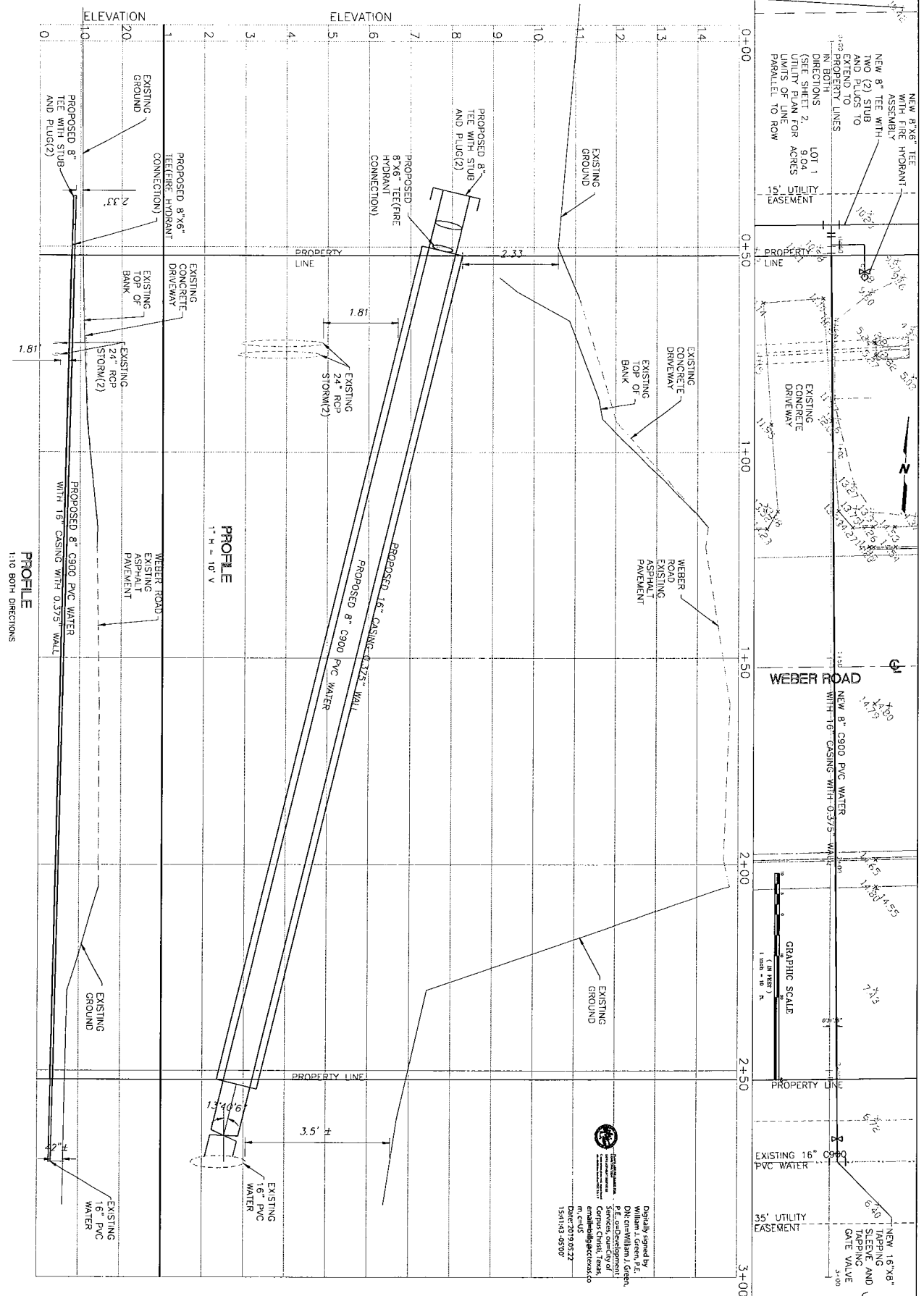
## UTILITY PLAN

**A PORTION OF LOTS 5 & 6 SECTIONS 12 & 18  
BOHEMIAN COLONY LANDS  
7541 WEBER ROAD CORPUS CHRISTI, TEXAS 78413**

**BASS & WELSH ENGINEERING**

**CONSULTING ENGINEERS AND SURVEYORS**  
3054 SOUTH ALAMEDA STREET 78404  
P.O. BOX 6397 78466-6397  
TELEPHONE: (361) 882-5521  
FACSIMILE: (361) 882-1265  
ENGINEERING FIRM REGISTRATION NO. F-52  
SURVEYING FIRM REGISTRATION NO. 100027-00  
CORPUS CHRISTI, TEXAS







# Bridges Specialties Inc.

4233 FM624 Robstown Tx 78380  
361-387-2743 wk 361-387-1769 fax  
[JasonG@bridgespecialtiesinc.com](mailto:JasonG@bridgespecialtiesinc.com)

## Proposal

June 5, 2019

Subject: **Bohemian Colony Lands**

Description of Services	Qty	Unit Price	Amount
16" HDD	200'	\$192.00	\$38,400.00
16" Steel Casing	200'	\$75.00	\$15,000.00
8" Fusible PVC	200'	\$55.00	\$11,000.00
Mobilize	LS		\$5,000.00
Labor	10Days	\$1,650	\$16,500.00
Vacuum Trailer	LS		\$4,250.00
Hot Tap (16"x8")	LS		\$5,500.00
Hydrant	1	\$4,500	\$4,500.00
8" Tee	1	\$800.00	\$800.00
8" Stub-Outs/Plugs	2	\$2,250	\$4,500.00
Traffic Control	LS	\$3,000	\$3,000.00

**Total \$108,450.00**

### Exclusion: TX DOT Permits

#### Comments:

This proposal includes labor, material, and equipment to perform the above described services. If additional charges for any work not mentioned in the above proposal are needed, a change order will be written and signed between both parties before the additional work is performed by Bridges Specialties Inc. This proposal does not include permit fees.

We appreciate your business and look forward to working with you on future projects. Should you have any questions, or if I may be of further service, please feel free to call me at 361-537-6698.

*Jason Gordon*

Bridges Specialties Inc.  
Jason Gordon

7/1/2019

*Murray Bass, Jr.*  
7/2/19





## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Ester Ybarra

P. O. BOX: \_\_\_\_\_ STREET ADDRESS: 5873 Hall Ave

CITY: Corpus Christi STATE: TX ZIP: 78408

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☒  
4. Association ☐ Other Private Entity, Not-for-Profit

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name \_\_\_\_\_ Job Title and City Department (if known) \_\_\_\_\_

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name \_\_\_\_\_ Title \_\_\_\_\_

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name \_\_\_\_\_ Board, Commission or Committee \_\_\_\_\_

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name \_\_\_\_\_ Consultant \_\_\_\_\_

5. \_\_\_\_\_

### FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

**CERTIFICATION**  
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

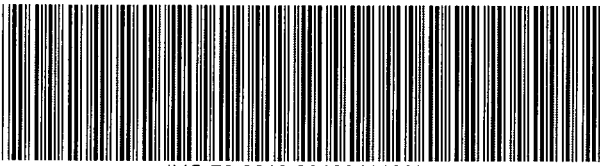
Certifying Person: Ester Ybarra Title: Owner of Property  
(Type or Print)

Signature of Certifying Person: Ester Ybarra Date: 18 March 19

### DEFINITIONS

- "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- "Economic benefit." An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- "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.
- "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.
- "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.
- "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- "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.





\*VG-70-2019-2019041108\*

**Nueces County  
Kara Sands  
Nueces County Clerk**

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**Instrument Number:** 2019041108

Official Public Records

EXTENSION

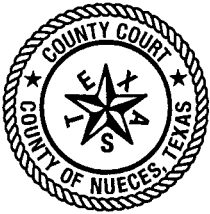
Recorded On: October 04, 2019 01:31 PM

Number of Pages: 19

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**" Examined and Charged as Follows: "**

Total Recording: \$79.00



**STATE OF TEXAS**

**Nueces County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nueces County, Texas**

Kara Sands  
Nueces County Clerk  
Nueces County, TX

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2019041108  
Receipt Number: 20191004000132  
Recorded Date/Time: October 04, 2019 01:31 PM  
User: Brenda R  
Station: CLERK02

**Record and Return To:**

LEGAL DEPT CORPUS CHRISTI  
P O BOX 9297  
  
CORPUS CHRISTI TX 78469