

PARTICIPATION AGREEMENT
For Oversizing Streets and Drainage Crossings
Per UDC §8.4

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

WHEREAS, the Developer, in compliance with the City’s Unified Development Code (“UDC”), has a plat, approved by the Planning Commission on **February 22, 2023** to develop a tract of land, to wit approximately **16.54** acres known as **Starlight Estates Unit 8, located south of Yorktown Boulevard and west of Krypton Drive** as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, as a condition of the Plat, the Developer is required to expand, extend, and construct Streets and/or Drainage Crossings (the “Public Improvements”) as depicted on and in accordance with the improvement requirements set forth in **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement by reference;

WHEREAS, UDC 8.2.1(5) provides: where the required street improvements are encompassed entirely within the proposed development, the developer will be considered responsible for the entire width of street improvements, up to and including that of a residential collector;

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

WHEREAS, Section 212.071 of the Texas Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the development where the contract establishes the limit of participation by the municipality at a level not to exceed 30 percent of the total contract price and at a level not to exceed 100 percent of the total cost for any oversizing of improvements required by the municipality, including but not limited to increased capacity of improvements to anticipate other future development in the area; and

WHEREAS, this Agreement is made pursuant to Section 212.071 & 212.072 of the Texas Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi

NOW, THEREFORE, the Parties hereto severally and collectively agree to and, by the execution hereof, are bound by the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.:

Section 1. RECITALS.

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

Section 2. TERM.

This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer from and after the date of the last signatory to this Agreement. The Developer must complete the Public Improvements within **24** calendar months from the date this document is executed by the City. Time is of the essence in the performance of this contract.

Section 3. DEVELOPER PARTICIPATION.

Subject to the terms of this Agreement, **Exhibit 1**, and **Exhibit 2**, the Developer will construct the Public Improvements for and on behalf of the City in accordance with the plans and specifications approved in advance of construction by the City Engineer on behalf of the City. The parties acknowledge and confirm the total cost estimate for construction of the Public Improvements, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Developer shall pay a portion of the costs of construction of the Public Improvements. Further, subject to the limitations set forth below, the City shall pay the remaining portion of the costs of construction of the Public Improvements, designated as the total amount reimbursable by the City on the Cost Estimate.

Section 4. CITY PARTICIPATION.

Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Public Improvements shall not exceed **\$547,497.18**.

Section 5. REIMBURSEMENT.

The City shall reimburse the Developer a pro rata portion of the City's agreed costs of the Public Improvements monthly, based on the percentage of construction completed less the Developer's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The reimbursement will be made no later than 30 days from the date of the City's administrative approval of the invoice. Such reimbursement will be made payable to the Developer at the address shown in Section 6 of this Agreement. Prior to reimbursement, Developer shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.

Section 6. 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:

MPM Development, LP

**P.O. Box 331308
Corpus Christi, Texas 78463**

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.

Section 7. PLANS AND SPECIFICATIONS.

a. Developer shall contract with a professional engineer licensed in the State of Texas to prepare plans and specifications for the Public Improvements. The plan must be in compliance with the City's UDC, Comprehensive Plan, applicable area development and master plans, the approved Mobility Plan, and the Design Standards.

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

Section 8. EASEMENTS.

Prior to the start of construction of the Wastewater Improvements, Developer shall acquire and dedicate to the City the required additional public right of way easements ("Easements"), if any, necessary for the completion of the Public Improvements. If any of the property needed for the Easements is owned by a third party and the Developer 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 completely responsible for cost of acquisition.

Section 9. PERFORMANCE BOND.

Developer shall, before beginning the work that is the subject of this Agreement, furnish a performance bond payable to the City of Corpus Christi if the project cost is in excess of \$100,000 and a payment bond if the project cost 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 amount of the performance and payment bonds shall be the full cost of the Public Improvements. The performance and/or payment bond must name the City as an obligee. If the Developer is not an obligor, then Developer shall be named as a joint 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.

Section 10. INSURANCE.

Insurance requirements are as stated in **Exhibit 4**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and Development Services Department. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request.

Section 11. CONSTRUCTION CONTRACT DOCUMENTS.

Developer shall submit standard construction contract documents to the Executive Director of Public Works for review and approval in advance of beginning any construction of the Public Improvements.

Section 12. INSPECTIONS.

Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Public Improvements or promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Public Improvements.

Section 13. WARRANTY.

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

Section 14. INDEMNIFICATION.

Developer covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") from, and against, any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, fines, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person [including without limitation on the foregoing, workers compensation and death claims], or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the construction, existence, use, operation, maintenance, alteration, repair, or removal of any Public Improvements installed by or on behalf of the Developer including the injury, loss or damage caused by the contributory or concurrent negligence of the 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 attorney's 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 attorneys, environmental consultants, engineers, surveyors, and expert witnesses.

(b) any costs incurred attributable to the breach of any warranty or representation made by Developer in this agreement, or 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.

Section 15. DEFAULT.

The following events shall constitute default:

a. Developer fails to submit plans and specifications for the Public Improvements to the Executive Director of Public Works in advance of construction.

- b. Developer does not reasonably pursue construction of the Public Improvements under the approved plans and specifications.
- c. Developer fails to complete construction of the Public Improvements, under the approved plans and specifications, on or before the time specified in Section 2 of this agreement.
- d. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

Section 16. 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 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 fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section 6, of the need to perform the obligation or duty and, should the Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer.
- e. In the event of an uncured default by the Developer, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:
 - 1. Terminate this Agreement after the required notice and opportunity to cure the default;
 - 2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project;
 - 3. Bring Suit to enforce any provision of this agreement including the obligations to repair and replace.
 - 4. Perform any obligation or duty of the Developer under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the Developer pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

f. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer has all its remedies at law or in equity for such default.

Section 17. 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 a public enemy; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

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 10 days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 18. PROJECT CONTRACTS.

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

Section 19. DISCLOSURE OF INTEREST.

In compliance with Corpus Christi Code of Ordinance Sec. 2-349, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

Section 20. CERTIFICATE OF INTERESTED PARTIES.

Developer agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

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

(1) persons with a "controlling interest" in the entity, which includes:

- a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
- b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

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

Section 21. CONFLICT OF INTEREST.

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

Section 22. SEVERABILITY.

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

Section 23. COOPERATION.

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

Section 24. ENTIRE AGREEMENT.

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

Section 25. AMENDMENTS.

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

Section 26. APPLICABLE LAW; VENUE.

This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 27. INDEPENDENT CONTRACTOR.

Developer covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of City; that Developer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Developer, its officers, agents, employees,

contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

Section 28. NON-APPROPRIATION.

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

Section 29. WAIVER OF TRIAL BY JURY.

City and Developer agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

Section 30. ATTORNEY FEES.

In the event that any action is instituted by City to enforce or interpret any of the terms hereof, City shall be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by City with respect to such action, unless as a part of such action, the court of competent jurisdiction determines that each of the material assertions made by City as a basis for such action were not made in good faith or were frivolous. In the event of an action instituted by or in the name of the Developer under this Agreement or to enforce or interpret any of the terms of this Agreement, City shall be entitled to be paid all court costs and expenses, including attorneys' fees, incurred by City in defense of such action (including with respect to City's counterclaims and cross-claims made in such action), unless as a part of such action the court determines that each of City's material defenses to such action were made in bad faith or were frivolous.

Section 31. NO WAIVER.

The failure of the City to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver of any of the City's rights under this agreement or deprive the City of the right thereafter to insist upon strict adherence to that term or any other term of this agreement.

Section 32. AUTHORITY.

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

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

EXECUTED IN ONE ORIGINAL this _____ day of _____, 20_____.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Albert J. Raymond III
Director of Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Deputy City Attorney
For City Attorney

EXHIBIT 1

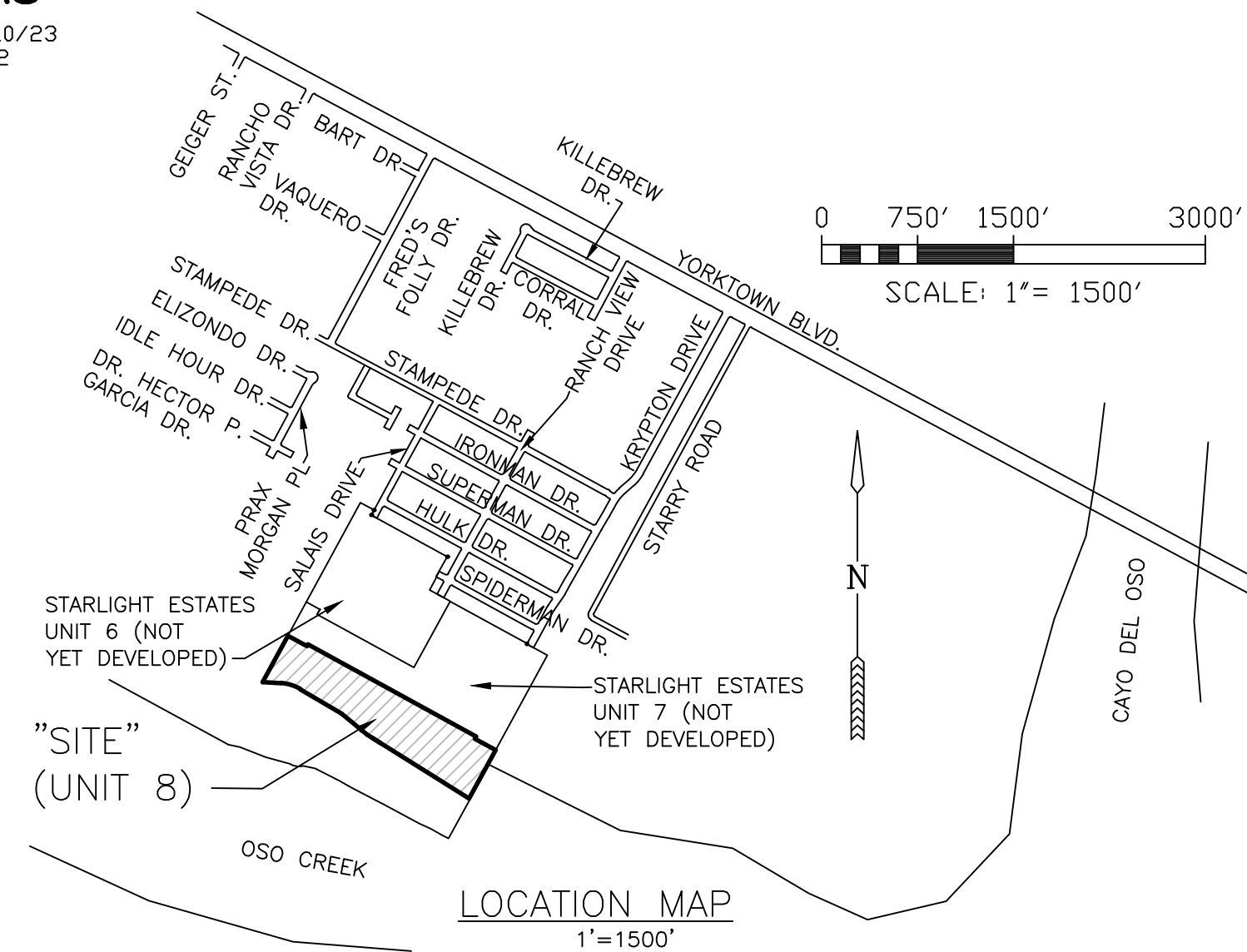
PLAT OF STARLIGHT ESTATES UNIT 8

FINAL PLAT OF A 16.777 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF FLOUR BLUFF
AND ENCINAL FARM AND GARDEN TRACTS, SECTION 24, LOTS 6 THRU 11, A MAP OF WHICH IS
RECORDED IN VOLUME "A", PAGES 41 - 43, MAP RECORDS, NUECES CO., TX

CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
TX SURVEY REG. NO 100027-00, TX ENGINEERING
REG. NO. F-52, 3054 S. ALAMEDA STREET,
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 01/10/23
CDMP. NO.: PLAT-SH2
JOB NO.: 22004
SCALE: 1" = 50'
PLOT SCALE: SAME
SHEET 1 OF 3



STATE OF TEXAS §
COUNTY OF NUECES §

WE, MPM DEVELOPMENT, LP, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR OF _____, THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN, THAT STREETS AND EASEMENTS AS SHOWN HAVE BEEN HERETOFORE DEDICATED, OR IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC USE FOREVER AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND DEDICATION.

THIS THE ____ DAY OF _____, 20____.

MOSSA MOSTAGHASI, GENERAL PARTNER

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MOSSA MOSTAGHASI, GENERAL PARTNER OF MPM DEVELOPMENT, LP.

THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF NUECES §

WE, _____(NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BY: _____

TITLE: _____

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ (NAME),
_____ (TITLE), OF _____

THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF NUECES §

I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION, IS TRUE AND CORRECT AND THAT WE HAVE BEEN ENGAGED TO SET ALL LOT CORNERS UPON COMPLETION OF SUBDIVISION CONSTRUCTION IMPROVEMENTS WITHOUT DELAY.

THIS THE ____ DAY OF _____, 20____.

NIXON M. WELSH, R. P. L. S.

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

BRIA A. WHITMIRE, P.E., CFM, CPM
DEVELOPMENT SERVICES ENGINEER

DATE

STATE OF TEXAS §
COUNTY OF NUECES §

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

THIS THE ____ DAY OF _____, 20____.

KAMRAN ZARGHOUNI
CHAIRMAN

AL RAYMOND, III, AIA
SECRETARY

Plat approved. 2/22/23

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 _____, 20____ WITH ITS CERTIFICATE OF

AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE ____ DAY

OF _____, 20____ AT _____ O'CLOCK _____M.,

AND DULY RECORDED THE ____ DAY OF _____, 20____ 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, CLERK
COUNTY COURT
NUECES COUNTY, TEXAS

LEGEND:

DE	DRAINAGE EASEMENT
D.R.	DEED RECORDS, NUECES CO., TX
M.R.	MAP RECORDS, NUECES CO., TX
O.R.	OFFICIAL RECORDS, NUECES CO., TX
UE	UTILITY EASEMENT

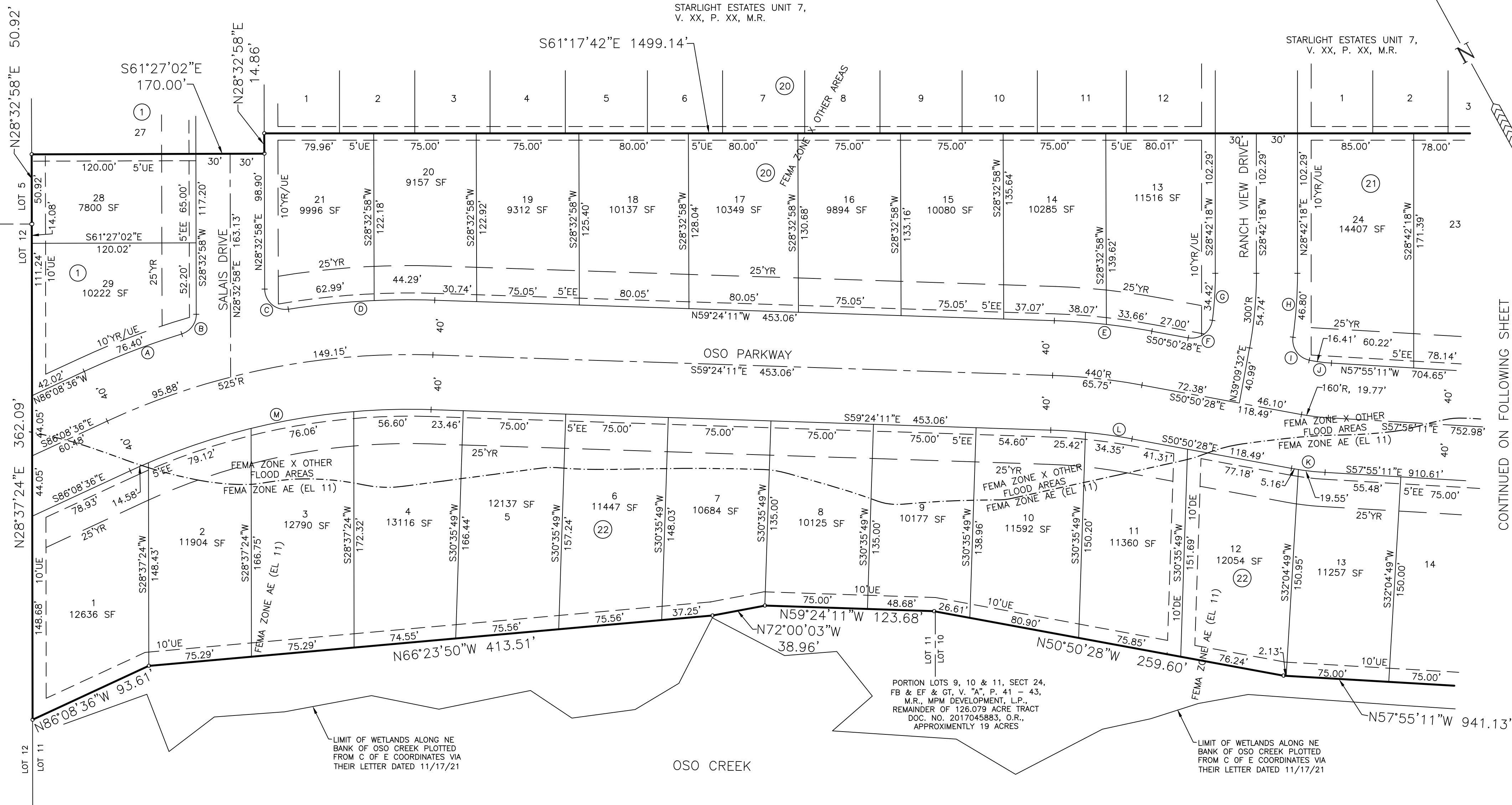
NOTES

- 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.
- THE BASIS OF BEARINGS IS THE STATE OF TEXAS LAMBERT GRID, SOUTH ZONE, NAD 1983.
- FEMA INFORMATION AS SHOWN OR NOTED HEREON IS FROM FEMA MAP, COMMUNITY PANEL 48355C0540G, REVISED PRELIMINARY MAY 30, 2018. ALL OF THE SUBJECT SITE IS IN FEMA ZONE X OTHER FLOOD AREAS AND FEMA ZONE X OTHER AREAS EXCEPT A PORTION OF THE SITE IS IN FEMA ZONE AE (EL 11) AS INDICATED.
- LEGAL DESCRIPTION: A 16.777 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, SECTION 24, LOTS 6 THRU 11, A MAP OF WHICH IS RECORDED IN V. "A", P. 41 - 43, MAP RECORDS, NUECES CO., TX.
- THE TOTAL PLATTED AREA CONTAINS 16.777 ACRES OF LAND INCLUDING STREET DEDICATIONS.
- THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
- ALL DRIVEWAYS SHALL CONFORM TO ACCESS MANAGEMENT STANDARDS OUTLINED IN ARTICLE 7 OF THE UDC.
- SET 5/8" IRON RODS AT ALL LOT CORNERS WHEREVER POSSIBLE OTHERWISE SET CHISEL MARKS IN CONCRETE OR NAILS AT LOT CORNERS. ALL IRON RODS SET CONTAIN CAPS LABELED BASS AND WELSH ENGINEERING.

LOTS 5 & 12 SECTION 24 AND LOTS 21 & 28, SECT 25, FB & EF & GT, V. "A", P. 41 - 43, M.R. GULFWAY SHOPPING CENTER, DOC. NO. 2004034665, O.R.

STARLIGHT ESTATES UNIT 7, V. XX, P. XX, M.R.

STARLIGHT ESTATES UNIT 7, V. XX, P. XX, M.R.



CONTINUED ON FOLLOWING SHEET

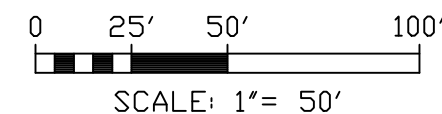
LIMIT OF WETLANDS ALONG NE BANK OF OSO CREEK PLOTTED FROM C OF E COORDINATES VIA THEIR LETTER DATED 11/17/21

LIMIT OF WETLANDS ALONG NE BANK OF OSO CREEK PLOTTED FROM C OF E COORDINATES VIA THEIR LETTER DATED 11/17/21

PORTION LOTS 9, 10 & 11, SECT 24, FB & EF & GT, V. "A", P. 41 - 43, M.R., MPM DEVELOPMENT, L.P., REMAINDER OF 126.079 ACRE TRACT DOC. NO. 2017045883, O.R., APPROXIMATELY 19 ACRES

LEGEND:

- DE DRAINAGE EASEMENT
- D.R. DEED RECORDS, NUECES CO., TX
- M.R. MAP RECORDS, NUECES CO., TX
- O.R. OFFICIAL RECORDS, NUECES CO., TX
- UE UTILITY EASEMENT

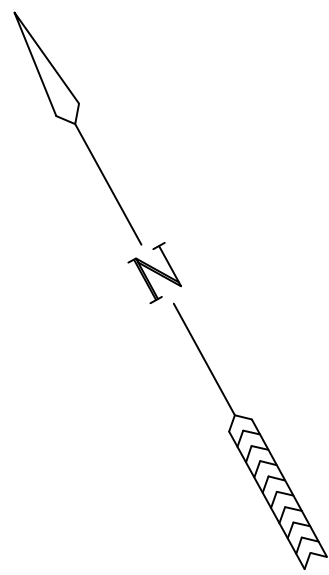


CURVE DATA			
<p>Ⓐ Δ=07°44'51" R=565.00' T=38.26' L=76.40' CB=N82°16'12"W CH=76.34'</p>	<p>Ⓓ Δ=10°52'45" R=565.00' T=53.80' L=107.28' CB=N64°50'34"W CH=107.12'</p>	<p>ⓐ Δ=07°18'16" R=270.00' T=17.23' L=34.42' CB=S32°21'26"W CH=34.40'</p>	<p>ⓓ Δ=07°50'10" R=120.00' T=8.22' L=16.41' CB=N54°00'06"W CH=16.40'</p>
<p>Ⓑ Δ=73°03'16" R=15.00' T=11.11' L=19.13' CB=S65°04'36"W CH=17.86'</p>	<p>Ⓔ Δ=08°33'43" R=480.00' T=35.93' L=71.73' CB=N55°07'19"W CH=71.66'</p>	<p>ⓑ Δ=08°07'30" R=330.00' T=23.44' L=46.80' CB=S32°46'03"E CH=46.76'</p>	<p>ⓕ Δ=07°04'44" R=200.00' T=12.37' L=24.71' CB=S54°22'50"E CH=24.69'</p>
<p>Ⓒ Δ=98°49'54" R=15.00' T=17.51' L=25.87' CB=N20°51'59"W CH=22.78'</p>	<p>ⓓ Δ=93°08'58" R=15.00' T=15.85' L=24.39' CB=S82°35'03"W CH=21.79'</p>	<p>ⓓ Δ=86°54'50" R=15.00' T=14.21' L=22.75' CB=N06°37'36"W CH=20.63'</p>	<p>ⓓ Δ=08°33'43" R=400.00' T=29.94' L=59.77' CB=S55°07'19"E CH=59.72'</p>
<p>Ⓜ Δ=26°44'26" R=485.00' T=115.28' L=226.35' CB=S72°46'24"E CH=224.30'</p>	<p>ⓓ Δ=93°22'59" R=15.00' T=15.91' L=24.45' CB=S75°23'20"W CH=21.83'</p>	<p>ⓓ Δ=86°37'03" R=15.00' T=14.14' L=22.68' CB=N14°36'41"W CH=20.58'</p>	

PLAT OF
STARLIGHT ESTATES UNIT 8
CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
TX SURVEY REG. NO 100027-00, TX ENGINEERING
REG. NO. F-52, 3054 S. ALAMEDA STREET,
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 01/10/23
PLAT-SH2 AS PLAT
JOB NO.: 22004
SCALE: 1" = 50'
PLOT SCALE: SAME
SHEET 2 OF 3



STARLIGHT ESTATES UNIT 7,
V. XX, P. XX, M.R.

S61°17'42"E 1499.14'



CONTINUED FROM PREVIOUS SHEET

CL 125' WIDE CITY DRAINAGE ROW,
DOC. NO. 2017043998, O.R.

CL STARRY RD 40' ROW (EXTENDED)
(SECT. LINE, V. "A", P. 41 - 43, M.R.)

CURVE DATA
Ⓝ Δ=93°22'59"
R=15.00'
T=15.91'
L=24.45'
CB=S75°23'20"W
CH=21.83'
Ⓞ Δ=86°37'03"
R=15.00'
T=14.14'
L=22.68'
CB=N14°36'41"W
CH=20.58'

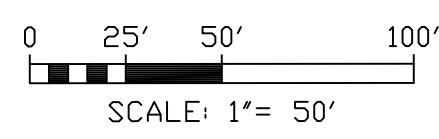
LEGEND:

- DE DRAINAGE EASEMENT
- D.R. DEED RECORDS, NUECES CO., TX
- M.R. MAP RECORDS, NUECES CO., TX
- O.R. OFFICIAL RECORDS, NUECES CO., TX
- UE UTILITY EASEMENT

PORTION LOTS 9, 10 & 11, SECT 24,
FB & EF & GT, V. "A", P. 41 - 43,
M.R., MPM DEVELOPMENT, L.P.,
REMAINDER OF 126.079 ACRE TRACT
DOC. NO. 2017045883, O.R.,
APPROXIMATELY 19 ACRES

LIMIT OF WETLANDS ALONG NE
BANK OF OSO CREEK PLOTTED
FROM C OF E COORDINATES VIA
THEIR LETTER DATED 11/17/21

OSO CREEK

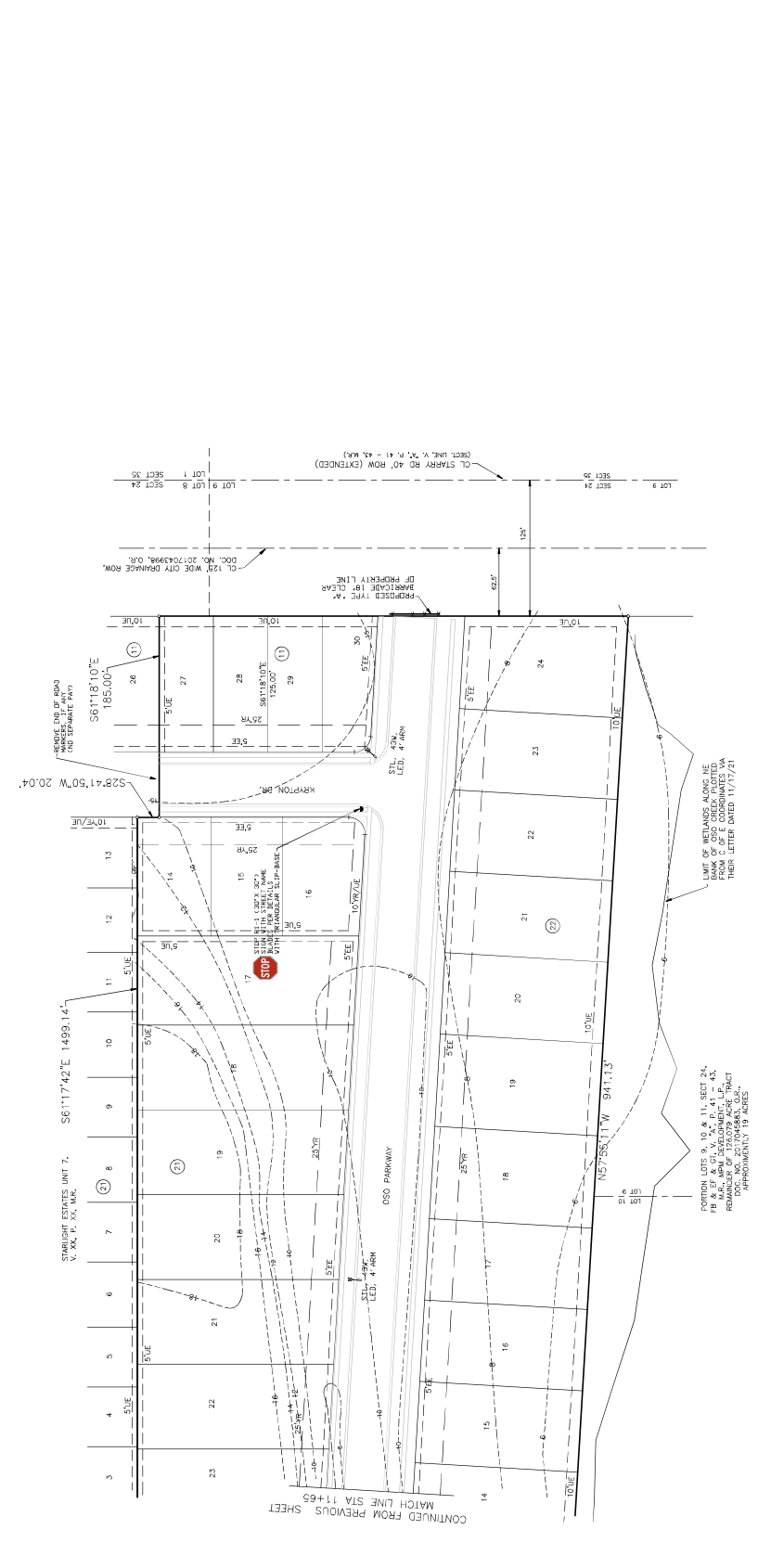
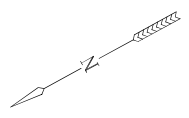


PLAT OF STARLIGHT ESTATES UNIT 8 CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
TX SURVEY REG. NO 100027-00, TX ENGINEERING
REG. NO. F-52, 3054 S. ALAMEDA STREET,
CORPUS CHRISTI, TEXAS 78404

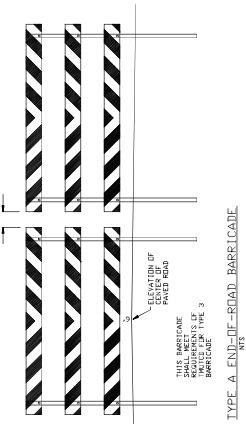
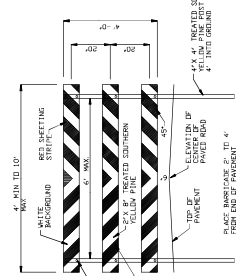
DATE PLOTTED: 01/10/23
PLAT-SH3 AS PLAT
JOB NO.: 22004
SCALE: 1" = 50'
PLOT SCALE: SAME
SHEET 3 OF 3

EXHIBIT 2



OSO CREEK

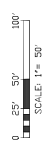
- BARRICADE NOTES**
- BARRICADES SHALL MEET REQUIREMENTS OF THE LATEST EDITION OF TEXAS HIGHWAY DEPARTMENT (TxDOT) STANDARD SPECIFICATIONS FOR BARRICADES, PART 248, SECTION 11.02, 3. BARRICADES.
 - BARRICADE MATERIALS AND INSTALLATION:
 - WOOD SHALL BE PRESSURE TREATED SOUTHERN YELLOW PINE (SY) TIMBER, 6" X 6" X 6" IN SIZE, OR EQUIVALENT, TO BE PROVIDED BY THE CONTRACTOR. ALL WOOD SHALL BE TREATED TO RESIST ROT AND INSECT DAMAGE. WOOD SHALL BE SUPPORTED BY 4" X 4" SCHEDULE 40 STEEL CHANNELS. THE BARRICADE SHALL BE INSTALLED ON A 4" X 4" SCHEDULE 40 STEEL CHANNEL. THE CHANNELS SHALL BE SPACED TO ACCOMMODATE ALL DIMENSIONS OF THE BARRICADE. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED OR INDICATED.
 - PASTE AND SHEET MATERIAL:
 1. THE PASTE AND SHEET MATERIAL SHALL BE INSTALLED TO COVER IN A MANNER THAT PROVIDES THE BARRICADE WITH A COMPLETELY SMOOTH SURFACE. THE PASTE AND SHEET SHALL BE APPLIED TO THE BARRICADE SURFACE IN A MANNER THAT PROVIDES A COMPLETELY SMOOTH SURFACE. THE PASTE AND SHEET SHALL BE APPLIED TO THE BARRICADE SURFACE IN A MANNER THAT PROVIDES A COMPLETELY SMOOTH SURFACE.
 2. THE PASTE AND SHEET MATERIAL SHALL BE APPLIED TO THE BARRICADE SURFACE IN A MANNER THAT PROVIDES A COMPLETELY SMOOTH SURFACE. THE PASTE AND SHEET SHALL BE APPLIED TO THE BARRICADE SURFACE IN A MANNER THAT PROVIDES A COMPLETELY SMOOTH SURFACE.
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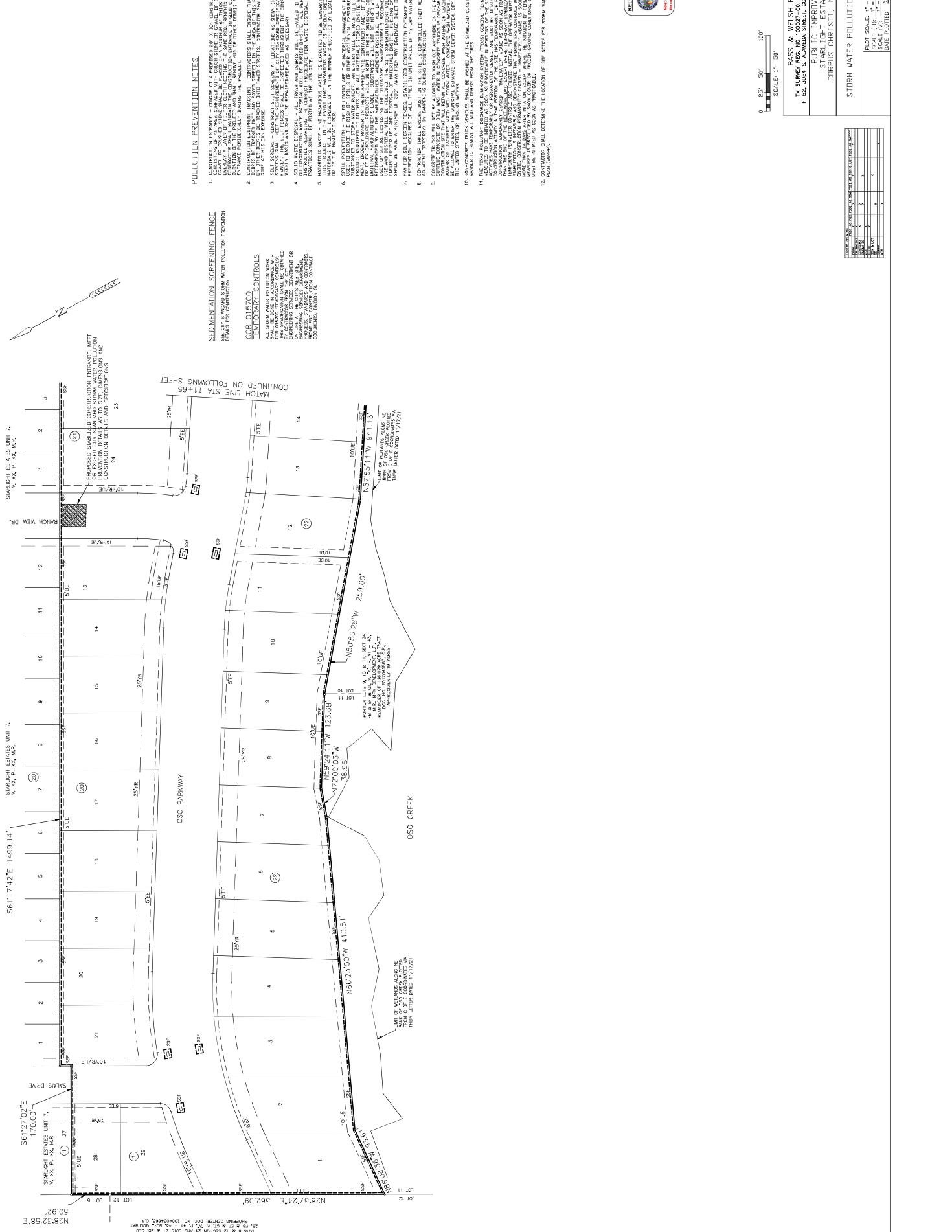


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BASS & WELSH ENGINEERING
 1850 W. 11TH STREET, SUITE 100
 FORT WORTH, TEXAS 76104
PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 8
 CORPUS CHRISTI, NUECES CO., TX
STREET SIGN AND LIGHT POLE PLAN,
BARRICADE NOTES AND DETAILS

DATE PLOTTED: 11/20/24
 SCALE: 1" = 50'
 JOB NO.: 22004
 FILE: 22004 AS BARRICADE
 SHEET: 7 OF 21





POLLUTION PREVENTION NOTES

1. CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 30' FROM ANY ADJACENT LOT, DRIVE, OR OTHER EXISTING INFRASTRUCTURE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE.
2. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 30' FROM ANY ADJACENT LOT, DRIVE, OR OTHER EXISTING INFRASTRUCTURE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE.
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6. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 30' FROM ANY ADJACENT LOT, DRIVE, OR OTHER EXISTING INFRASTRUCTURE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE.
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9. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 30' FROM ANY ADJACENT LOT, DRIVE, OR OTHER EXISTING INFRASTRUCTURE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE.
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11. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 30' FROM ANY ADJACENT LOT, DRIVE, OR OTHER EXISTING INFRASTRUCTURE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 10' FROM THE PROPERTY LINE.
12. CONSTRUCTION SHALL DETERMINE THE LOCATION OF SITE NOTICE FOR STORM WATER POLLUTION PREVENTION PLAN (SWPPP).

SEDIMENTATION SCREENING FENCE

SEE CITY DRAWING SHEET NUMBER POLLUTION PREVENTION RANCHO FOR CONSTRUCTION

OSO 015700 TEMPORARY CONTROLS

ALL STORM WATER POLLUTION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION FROM THE POINT OF DISTURBANCE TO THE RECEIVING WATER BODY. THE TEMPORARY CONTROLS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION. THE TEMPORARY CONTROLS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.



BASS & WELSH ENGINEERING
 1805 W. 13TH STREET, CORPUS CHRISTI, TEXAS 78404
 PUBLIC IMPROVEMENTS TO
 STARLIGHT ESTATES UNIT 8
 CORPUS CHRISTI, NUECES CO., TX

FILE: 8202 AS IMPROV
 SCALE (H): 1" = 20'
 JOB NO.: 25854
 DATE PLOTTED: 02/22/24
 SHEET # OF 21

NO.	DESCRIPTION	DATE	BY
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SITE DESCRIPTION

PROJECT LIMITS: STARLIGHT ESTATES UNIT 8
 1/21/24

PROJECT DESCRIPTION: THE PRIMARY ACTIVITIES WILL BE PAVEMENT AND UTILITY CONSTRUCTION AND LOT GRADING AND FINISHING

MAJOR SOIL DISTURBING ACTIVITIES: PAVEMENT AND UTILITY CONSTRUCTION AND LOT GRADING AND FINISHING

TOTAL PROJECT AREA: 16.78 ACRES

TOTAL AREA TO BE DISTURBED: 16.78 ACRES

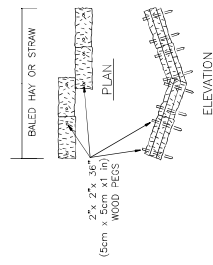
WEIGHTED BURNUP COEFFICIENT (AFTER CONSTRUCTION): 56%

EXISTING CONDITION OF SOIL & VEGETATIVE COVER: GRASS AND BRUSH COVERED LAND, VICTORIA CLAY, 0-1% SLOPES

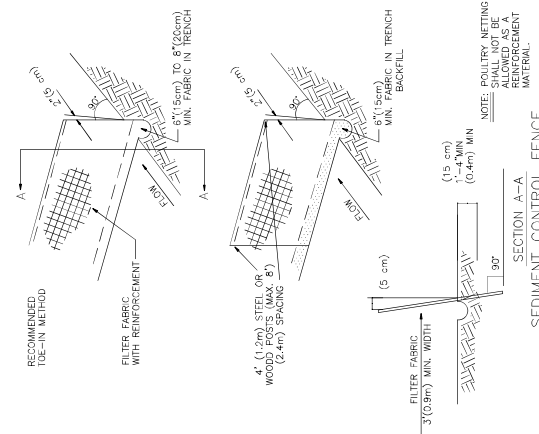
NAME OF RECEIVING WATERS: OSD CREEK

NARRATIVE - SEQUENCE OF CONSTRUCTION (STORM WATER MANAGEMENT) ACTIVITIES:

- 1. THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:
 - 1.1. CONSTRUCT AND INSTALL "CLEAR WORK AREA" INSTALL UTILITIES (WASTEWATER, STORMWATER AND FURRIER WATER).
 - 2. GRADE PROPOSED PAVEMENT TO SUBGRADE ELEVATION, COMPACT
 - 3. UPON COMPLETION OF CONSTRUCTION, TEMPORARY CONTROL STRUCTURES WILL REMAIN IN PLACE UNTIL LANDSCAPING OR GRASSES ARE IN PLACE.



PLACEMENT FOR BALED HAY FILTER DAMS



SECTION A-A SEDIMENT CONTROL FENCE

EROSION AND SEDIMENT CONTROLS

STORM WATER MANAGEMENT: STORM WATER DRAINAGE WILL BE PROVIDED BY THE STREET SECTION AND UNDERGROUND PIPES. CURB & GUTTER WILL CARRY THE RUNOFF TO THE COLLECTION POINTS.

SOIL STABILIZATION PRACTICES:

- X. TEMPORARY SEEDING PLANTING, SOODING, OR SEEDING
 - MULCHING
 - SOIL RETENTION BLANKET
 - BUFFER ZONES
 - PRESERVATION OF NATURAL RESOURCES
- OTHER: DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED TEMPORARILY OR PERMANENTLY SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITIES ARE SCHEDULED TO RESUME AND DO WITHIN 21 DAYS.

STRUCTURAL PRACTICES:

- X. MUD BARRIERS
- ROCK BERMS
- DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
- DIVERSION, DIKE AND SWALE COMBINATION
- PIPE SLOPE DRAINS
- PAVED FLUMES
- TRAP AND CHECK VALVES
- TRAPER MATING AT CONSTRUCTION EXIT
- CHANNEL LINERS
- SEDIMENT TRAPS
- STONE MAINTENANCE TRAP
- STONE OUTLET STRUCTURES
- CURBS AND CUTTERS
- STORM SEWERS
- VELOCITY CONTROL DEVICES

MAINTENANCE: ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER. REPAIRS, IF NECESSARY, WILL BE DONE AT THE EARLIEST DATE POSSIBLE, BUT NO LATER THAN 7 CALENDAR DAYS AFTER THE SURROUNDING EXPOSURE. GROUND HAS DRIED SUFFICIENTLY TO PREVENT FURTHER DAMAGE FROM HEAVY EQUIPMENT. CONTROLS SHALL ALWAYS BE MAINTAINED AND ALWAYS SHALL HAVE PRIORITY FOLLOWED BY ANY DEVICES PROTECTING STORM SEWER INLETS.

INSPECTION: ALL INSPECTION WILL BE PERFORMED BY AN INSPECTOR EVERY WEEK AS WELL AS AFTER EVERY RAIN (OR MORE OF RAIN) AS RECORDED ON A NON-FREEZING RAIN GAUGE TO BE LOCATED AT THE PROJECT SITE. AN INSPECTION AND MAINTENANCE RECORD WILL BE MADE PER EACH INSPECTION. BEFORE THE INSPECTION, RESULTS, THE CONTROLS SHALL BE REVIEWED FOR THE INSPECTION REPORT. BEFORE THE INSPECTION, RESULTS, THE CONTROLS SHALL BE REVIEWED FOR THE INSPECTION REPORT. BEFORE THE INSPECTION, RESULTS, THE CONTROLS SHALL BE REVIEWED FOR THE INSPECTION REPORT.

SANITARY WASTE: ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NECESSARY.

OFFSITE VEHICLE TRACKING:

- ___ HAIL ROLLS DAMPENED FOR DUST CONTROL
- ___ LOADED HAIL TRUCKS TO BE COVERED WITH TARP/AULIN
- ___ EXCESS DIRT ON ROAD REMOVED DAILY
- ___ STABILIZED CONSTRUCTION ENTRANCE

REMARKS: DISPOSAL AREAS, STOCKPILES, AND HAIL ROADS SHALL BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNT OF SEDIMENT THAT MAY ENTER RECEIVING WATERS. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATER BODY, OR OTHER SENSITIVE AREAS. CONSTRUCTION SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE RISK OF POLLUTANTS ALL WATERWAYS SHALL BE CLEARED AS SOON AS POSSIBLE OF TEMPORARY EMBANKMENT, TEMPORARY BRIDGES, MATING, FALSEWORK, PILING, DEBRIS OR OTHER OBSTRUCTIONS PLACED DURING CONSTRUCTION OPERATIONS THAT ARE NOT A PART OF THE FINISHED WORK.

CONTRACTOR SHALL PROVIDE ALL PERMITS AND INSPECTIONS AS MAY BE REQUIRED BY TCEQ AND EPA. CONTRACTOR SHALL PROVIDE NOT AND NOT IF REQUIRED.



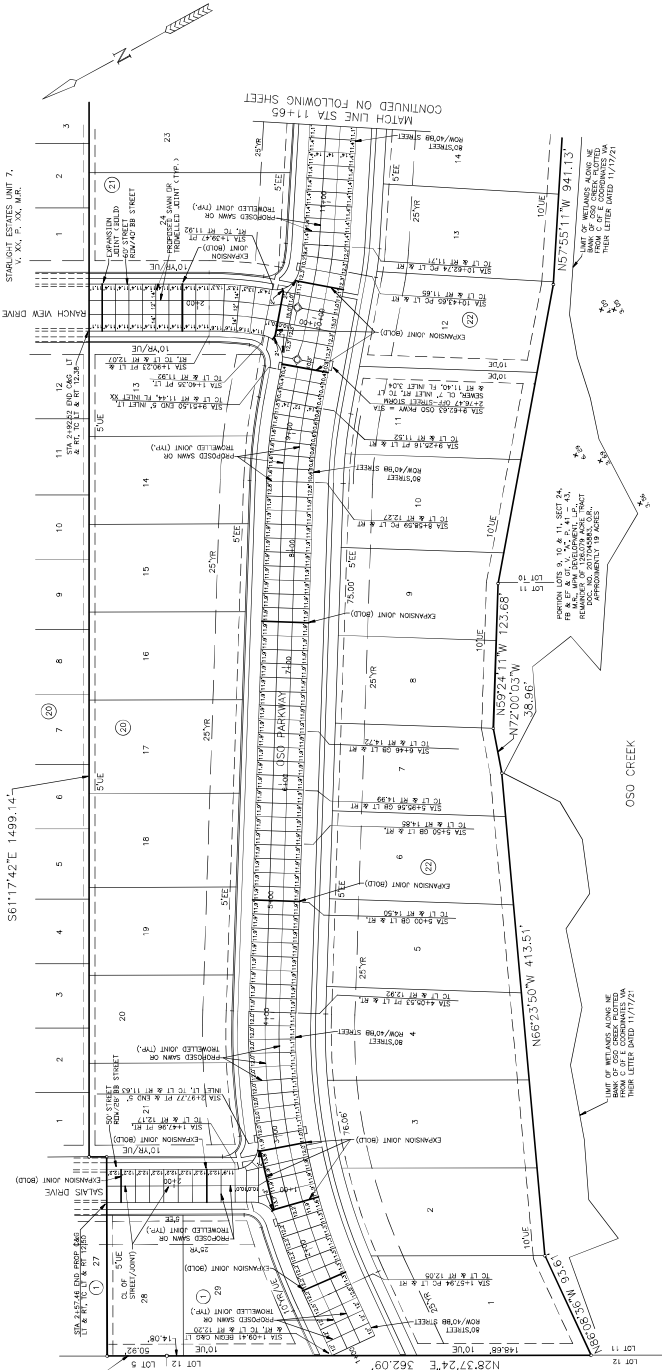
NOTE: CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL EXISTING UTILITIES AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP).



W. B. CH. ENGINEERING CORPUS CHRISTI, TEXAS 78404	
PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 8 CORPUS CHRISTI, NUECES CO., TX	
STORM WATER POLLUTION PREVENTION PLAN	
DATE: 1/26/24	SHEET NO. 21

V. XX, P. XX, M.R.

STARLIGHT ESTATES UNIT 7,
V. XX, P. XX, M.R.



50.92' 10.00' 14.08' 16.08' 18.08' 20.08' 22.08' 24.08' 26.08' 28.08' 30.08' 32.08' 34.08' 36.08' 38.08' 40.08' 42.08' 44.08' 46.08' 48.08' 50.08' 52.08' 54.08' 56.08' 58.08' 60.08' 62.08' 64.08' 66.08' 68.08' 70.08' 72.08' 74.08' 76.08' 78.08' 80.08' 82.08' 84.08' 86.08' 88.08' 90.08' 92.08' 94.08' 96.08' 98.08' 100.08'

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CONTINUED ON FOLLOWING SHEET

MATCH LINE STA 11+65

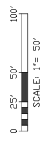


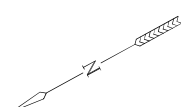
BRIS & WELSH ENGINEERS
 10027
 TX SUPPLY REG. NO. 10027-0001, EXPIRES 06/07/2014
 F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO
 STARLIGHT ESTATES UNIT B
 CORPUS CHRISTI, NUECES CO., TX

JOINTING PLAN FOR CONCRETE PAVING

FILE: 11.000000.DWG
 JOB NO.: 23504
 SCALE: 1"=50'
 DATE PLOTTED: 04/28/2014 SHEET: 11 OF 21





STARLIGHT ESTATES UNIT 7,
V. XX, P. XC, N.E.L.

S6111742°E 1499.14'

S28°41'50"W 20.04'

S6111810°E
185.00'



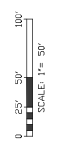
PORTION LOTS 9, 10 & 11, SECT 24,
F&M CO. COOPER LOTTED
BANK OF 200 CUBER LOTTED
BANK OF 200 CUBER LOTTED
REMAINDER OF 1350.79 ACRES, TRACT
APPROXIMATELY 19 ACRES

CONTINUED FROM PREVIOUS SHEET
MATCH LINE STA 11+65



BASS & WELSH ENGINEERING
1700 WEST 10TH STREET, SUITE 100
F-55, 3054 S. AMANDA STREET, CORPUS CHRISTI, TEXAS 78404
PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 8
CORPUS CHRISTI, NUECES CO., TX

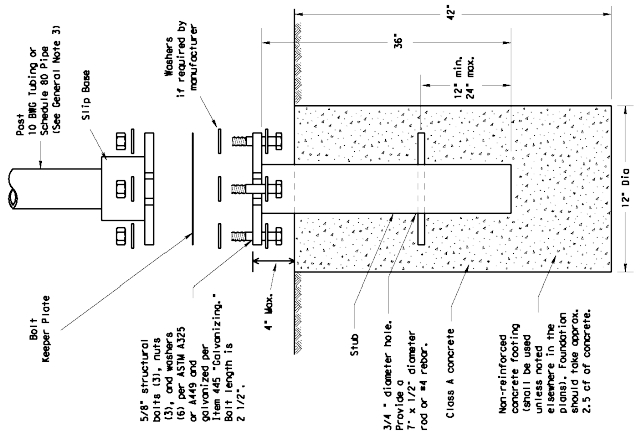
PROJECT: STARLIGHT ESTATES UNIT 8
JOB NO.: 2004
DATE NOTED: 01/05/24
SHEET: 32 OF 31



TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS

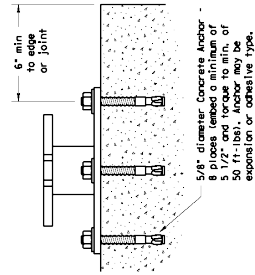
NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.



SM RD SON ASSM TY XXXXX(1)S(1)X-XXXX

CONCRETE ANCHOR



SM RD SON ASSM TY XXXXX(1)S(1)X-XXXX

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty or kind of this standard to other formats or for incorrect results or damages resulting from its use. FILED

GENERAL NOTES:

- Slip base shall be permanently marked to indicate manufacturer, method, design, and location of marking and subject to approval on the TxDOT Traffic Storage and Engineering.
- 10 BRG tubing (2.815" outside diameter)
 - 0.134" nominal wall thickness
 - Slip base shall be permanently marked to indicate manufacturer, method, design, and location of marking and subject to approval on the TxDOT Traffic Storage and Engineering.
 - Other steel may be used if they meet the following:
 - 55,000 PSI minimum yield strength
 - 202 minimum elongation in 2"
- Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
- Outside diameter (uncoated) shall be within the range of 2.857" to 2.883"
- Galvanization per ASTM A153 or ASTM A653, C79, for pre-coated steel tubing (ASTM A653), recast Schedule 80 Pipe (2.815" outside diameter)
 - 0.215" nominal wall thickness
 - Other steel may be used if they meet the following:
 - 55,000 PSI minimum yield strength
 - 202 minimum elongation in 2"
- Outside diameter (uncoated) shall be within the range of 2.857" to 2.883"
- Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
- Outside diameter (uncoated) shall be within the range of 2.857" to 2.895"
- See the Traffic Operations Division website for detailed drawings of sign clamps and tees
- Universal Triangular Slipbase System components. The website address is: <http://www.txdot.gov/publications/traffic.htm>
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

- ### Foundation
- Proctor 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
 - The Engineer may permit borings of concrete less than 2 cubic yards to be mixed with a portable, multiple component ready-mix concrete truck. Concrete shall be Class A, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A, hand mixing in a suitable container may be allowed by Engineer.
 - Push the pipe end of the slip base into the center of the concrete. Rotate the stud back and forth while pushing it down into the concrete to assure good contact between the concrete and stud.
 - Place the slip base into the concrete to assure good contact between the concrete and stud.
 - Plumb the stud. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
 - The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support

- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above the slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
- Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign type.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

DATE PLOTTED	07/05/2008
SCALE	AS SHOWN
DATE PLOTTED	07/05/2008
SCALE	AS SHOWN
DATE PLOTTED	07/05/2008
SCALE	AS SHOWN

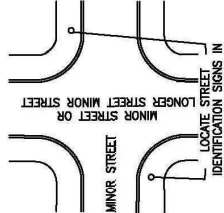
BLISS AND WEBER ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 8
CORPUS CHRISTI, NUECES CO., TX

TxDOT SIGN MOUNTING DETAILS: SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

CONTRACT NO. 0-2-2007-0001
SHEET NO. 14 OF 20
DATE PLOTTED 07/05/2008

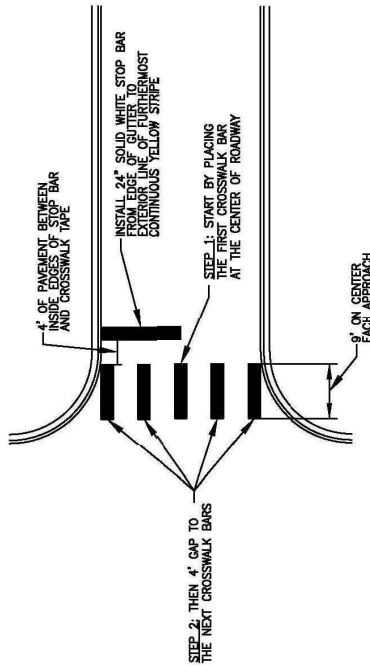
STREET NAME BLADE SIGN



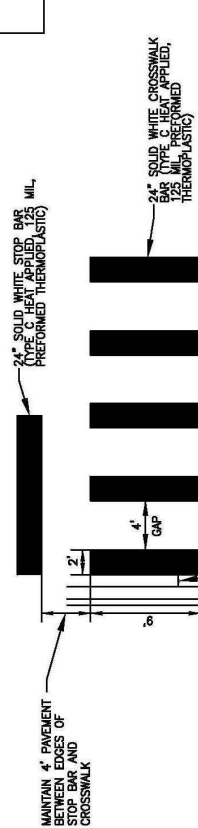
NOTES:

1. STREET NAME BLADE MATERIAL SHALL CONSIST OF EXTRUDED ALUMINUM. THE HEIGHT OF NAME BLADES SHALL BE 8" AND THE HEIGHT OF LETTERING SHALL BE 6". STREET NAME LETTERING SHALL CONSIST OF INITIAL CAPITAL LETTERS. THE SIGN SHALL BE ON THE SAME ASSEMBLY. THESE TWO STREET NAME BLADES SHALL HAVE THE SAME WIDTH.
2. ANTI-GRAFFITI COATING ON FRONT OF THE SIGN PLAQUE IS APPLICABLE TO ALL SIGNS EXCEPT FOR NAME BLADES.
3. REPLACEMENT OF SIGNS SHALL MEET 2011 TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND TxDOT STANDARDS.

CROSSWALK PAVEMENT MARKINGS

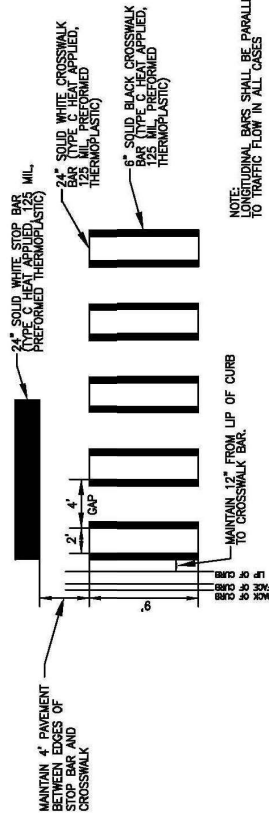


PLAN
SCALE: N.T.S.



LONGITUDINAL CROSSWALK — DETAIL
FOR ASPHALT ROADWAYS — SCALE: N.T.S.

NOTE:
LONGITUDINAL BARS SHALL BE PARALLEL TO TRAFFIC FLOW IN ALL CASES.



HIGH CONTRAST CROSSWALK — DETAIL
FOR CONCRETE ROADWAYS — SCALE: N.T.S.

NOTE:
LONGITUDINAL BARS SHALL BE PARALLEL TO TRAFFIC FLOW IN ALL CASES.

CITY OF CORPUS CHRISTI
Texas
Department of Public Works
Traffic Engineering Division

CITY PROJECT #
STANDARD SHEET
CROSSWALK PAVEMENT MARKINGS AND
STREET NAME BLADE SIGN DETAILS

REVISION NO. 1 of 1
DATE 01/02/24
SHEET 1 of 1
RECORD DRAWING NO.

APPROVED:	CITY TRAFFIC ENGINEER
DATE:	
REVISION NO.	01/02/24
DATE	
REVISION NO.	01/02/24
DATE	
REVISION NO.	01/02/24
DATE	

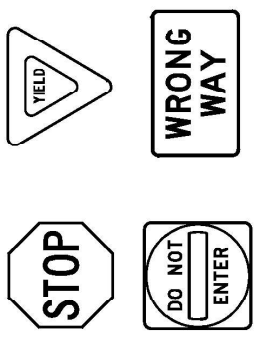


ERIC A. WILLIAMS, P.E., CEM, CSM
TX REGISTRATION NO. 12582, 3064 S. ALAMEDA STREET
CORPUS CHRISTI, TEXAS 78404

JUSTIN M. WELSCH
TX REGISTRATION NO. 12582, 3064 S. ALAMEDA STREET
CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 8
CORPUS CHRISTI, NUECES CO., TX
CITY CROSSWALK, PAVEMENT MARKINGS AND
STREET NAME BLADE SIGN DETAILS FOR PAF
DATE PLOTTED: 01/02/24
SHEET 15 OF 21

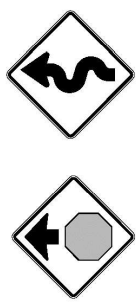
**REQUIREMENTS FOR RED BACKGROUND REGULATORY SIGNS
(STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)**



REQUIREMENTS FOR FOUR SPECIFIC SIGNS ONLY

USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

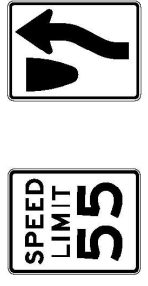
REQUIREMENTS FOR WARNING SIGNS



TYPICAL EXAMPLES

USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLUORESCENT YELLOW	TYPE B _L OR C _L SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

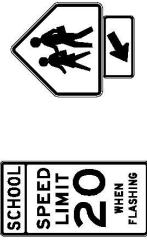
**REQUIREMENTS FOR WHITE BACKGROUND REGULATORY SIGNS
(EXCLUDING STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)**



TYPICAL EXAMPLES

USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND, BORDERS AND SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR SCHOOL SIGNS



TYPICAL EXAMPLES

USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLUORESCENT YELLOW GREEN	TYPE B _L OR C _L SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
SYMBOLS	RED	TYPE B OR C SHEETING

GENERAL NOTES

- Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign fabrication sheet. Standard sign designs and arrow dimensions can be found in the Standard Highway Sign Designs for Texas (SHSD).
- Sign legend shall use the Federal Highway Administration (FHWA) Standard Highway Alphabet (B, C, D, E, End or F).
- Lateral spacing between letters and numerals shall conform with the SHSD, and any approved change thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
- Block, legend and borders shall be applied by screening process or cut-out process. Block, legend and borders shall be applied by screening process or cut-out process. Block, legend and borders shall be applied by screening process or cut-out process. Block, legend and borders shall be applied by screening process or cut-out process.
- White legend and borders shall be applied by screening process with transparent background sheet. Colored legend and borders shall be applied by screening process with transparent background sheet. Colored legend and borders shall be applied by screening process with transparent background sheet.
- Colored legends shall be applied by screening process with transparent colored ink, transparent colored overlay film or colored sheeting to background sheeting, or combination thereof.
- Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
- Mounting details for roadside mounted signs are shown in the "SDG series" Standard Plan Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

The Standard Highway Sign Designs for Texas (SHSD) can be found on the following website:
<http://www.txdot.gov/>

Texas Department of Transportation
Traffic Operations Division
Standard

TYPICAL SIGN REQUIREMENTS

TSR (4) - 13

FILED: 10-13-07
DATE: OCTOBER 2003
COUNTY: TARRANT
SHEET NO. 5-06



MARK W. WELSH, ENGINEERING
TX REGISTRATION NO. 1-582, 3054 S. ALAMOSA STREET
CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 8
CORPUS CHRISTI, NUECES CO., TX

TXDOT TYPICAL SIGN REQUIREMENTS
TSR (4) - 13

DATE: 10/13/07
SCALE: AS SHOWN
SHEET NO. 5-06
SHEET TOTAL: 01/02/07

CONSULTANT'S SHEET NO.	REVISION NO.	DATE	DESCRIPTION

Department of Engineering Services
CITY of CORPUS CHRISTI TEXAS

CITY OF CORPUS CHRISTI
CURB, GUTTER AND SIDEWALK
STANDARD DETAILS

SHEET _____ of _____
RECORD DRAWING NO. _____
CITY PROJECT # _____

DATE PLOTTED: 03/28/24
SCALE: 1" = 8"
DRAWN BY: J.W. WELSH
CHECKED BY: J.W. WELSH
DATE PLOTTED: 03/28/24
SHEET: 12 OF 21

BASE AND WEAR SURF ENGINEERING
TX REGISTRATION NO. 1-522, 3054 S. ALAMOSA STREET
CORPUS CHRISTI, TEXAS 78404
PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 8
CORPUS CHRISTI, NEEDS CO., TX
CITY CURB, GUTTER AND SIDEWALK STANDARD DETAILS

DATE: 07/05/24

RELEASED FOR CONSTRUCTION
By: J.W. WELSH, P.E., CEM, CPM
City of Corpus Christi
PROJECT NO. 2023-183

THESE STANDARD DETAILS FOR IMPROVEMENTS MAY BE USED IN FULL OR PART OF THE PROJECT. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE APPLICABILITY OF THESE DETAILS TO THE PROJECT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

FOR MACHINE LAYED 6" & 8" REVERSE CURB, GUTTER AND SIDEWALK DETAILS, DRILL & EPOXY SET #4 REBAR (MIN. 6" INTO EXIST. CONC.) @ 12" O.C. (3" MIN. EMBEDMENT)

FOR MACHINE LAYED 4" CURB & GUTTER DETAILS, DRILL & EPOXY SET #4 REBAR (MIN. 6" INTO EXIST. CONC.) @ 12" O.C. (3" MIN. EMBEDMENT)

FOR MACHINE LAYED 6" REVERSE CURB & GUTTER DETAILS, DRILL & EPOXY SET #4 REBAR (MIN. 6" INTO EXIST. CONC.) @ 12" O.C. (3" MIN. EMBEDMENT)

FOR MACHINE LAYED 5" VALLEY GUTTER DETAILS, DRILL & EPOXY SET #4 REBAR (MIN. 6" INTO EXIST. CONC.) @ 12" O.C. (3" MIN. EMBEDMENT)

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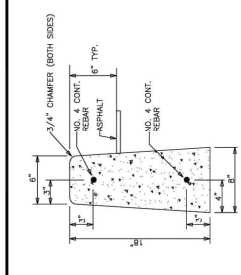
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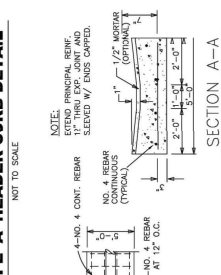
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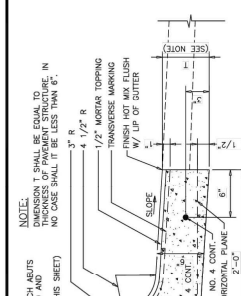
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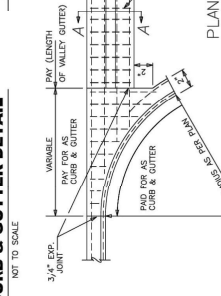
TYPE 'A' HEADER CURB DETAIL
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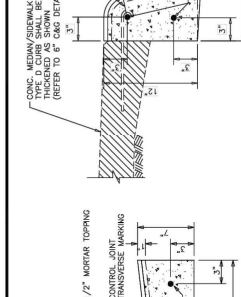
5' VALLEY GUTTER DETAIL
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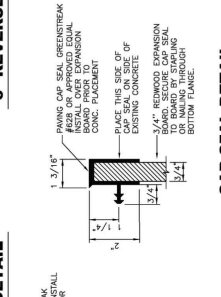
6" REVERSE CURB & GUTTER DETAIL
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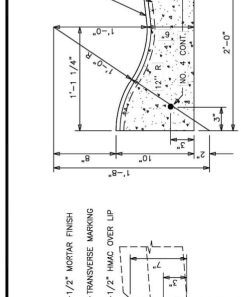
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NOT TO SCALE



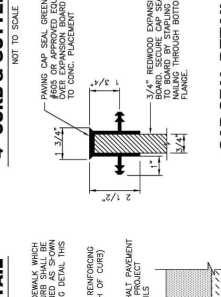
4" CURB & GUTTER DETAIL
NOT TO SCALE



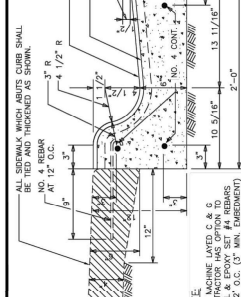
4" CURB & GUTTER DETAIL
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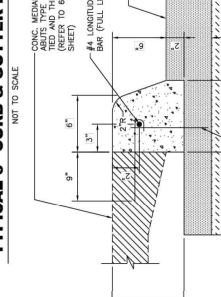
TYPICAL 6" CURB & GUTTER DETAIL
NOT TO SCALE



TYPICAL 6" CURB & GUTTER DETAIL
NOT TO SCALE



TYPE 'B' HEADER CURB DETAIL
NOT TO SCALE



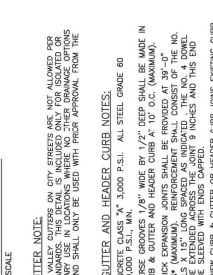
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NOT TO SCALE



CURB AND GUTTER TIE-IN DETAIL
NOT TO SCALE



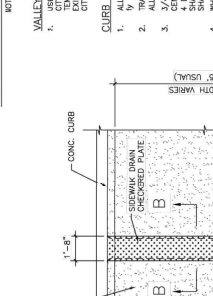
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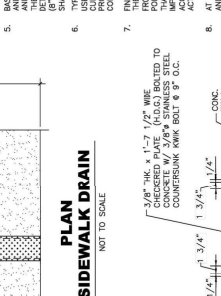
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NOT TO SCALE



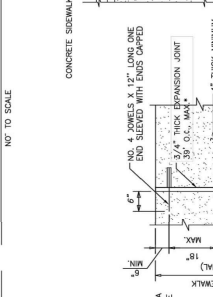
SIDEWALK RETAINING CURB DETAIL
NOT TO SCALE



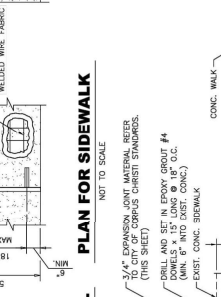
SIDEWALK RETAINING CURB DETAIL
NOT TO SCALE



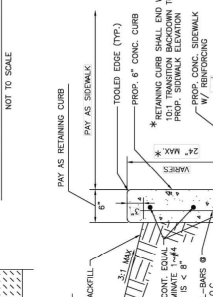
SIDEWALK RETAINING CURB DETAIL
NOT TO SCALE



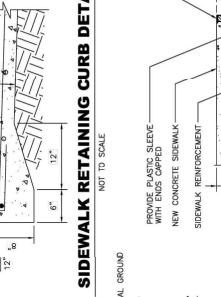
SIDEWALK RETAINING CURB DETAIL
NOT TO SCALE



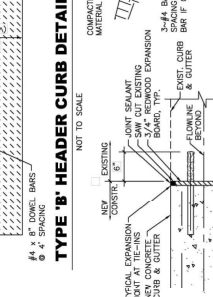
SIDEWALK RETAINING CURB DETAIL
NOT TO SCALE



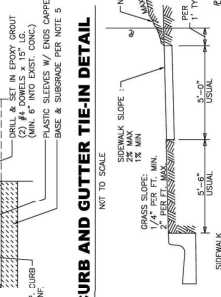
SIDEWALK RETAINING CURB DETAIL
NOT TO SCALE



SIDEWALK RETAINING CURB DETAIL
NOT TO SCALE



SIDEWALK RETAINING CURB DETAIL
NOT TO SCALE



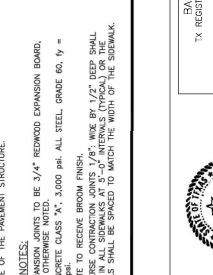
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NOT TO SCALE



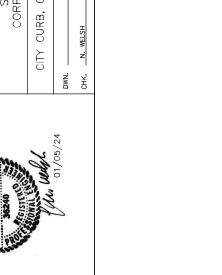
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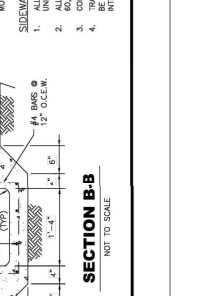
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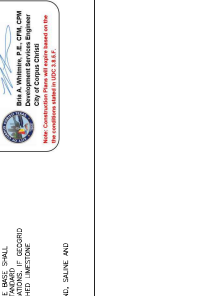
SIDEWALK DRAIN
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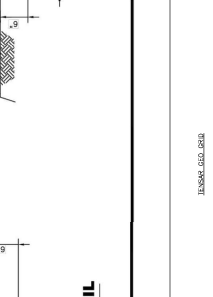
SIDEWALK DRAIN
NOT TO SCALE



SIDEWALK DRAIN
NOT TO SCALE



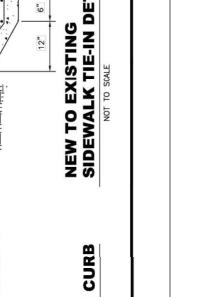
SIDEWALK DRAIN
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SIDEWALK DRAIN
NOT TO SCALE



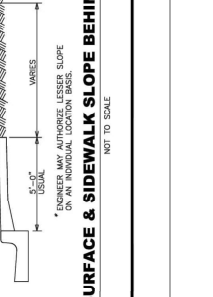
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NOT TO SCALE



SIDEWALK DRAIN
NOT TO SCALE



SIDEWALK DRAIN
NOT TO SCALE



SIDEWALK DRAIN
NOT TO SCALE



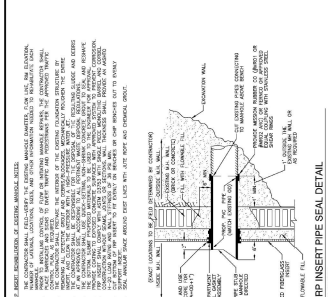
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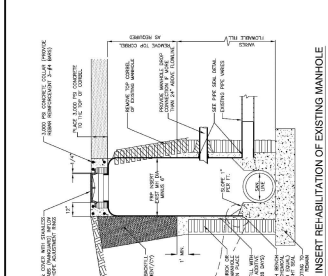
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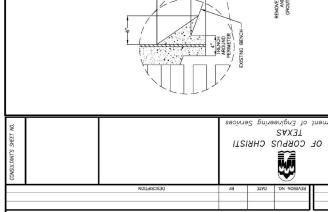
SIDEWALK DRAIN
NOT TO SCALE



FRP INSERT PIPE SEAL DETAIL
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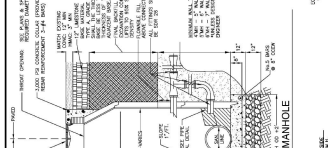
FRP INSERT REHABILITATION OF EXISTING MANHOLE
 NOT TO SCALE



RING & COVER APPROVED LIST
 NOT TO SCALE



GENERAL NOTES FOR BACKFILL
 NOT TO SCALE



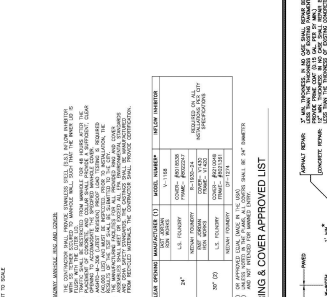
SECTION OF TRENCH BACKFILL FOR WASTEWATER LINES AND PAVEMENT REPAIR FOR UTILITIES
 NOT TO SCALE



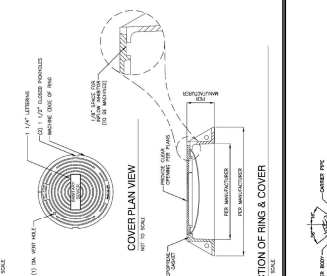
CASING NOTES
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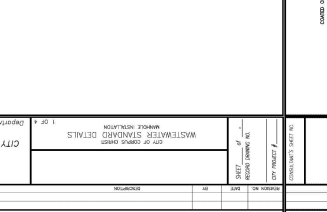
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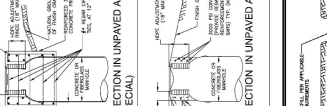
CONCRETE MANHOLE
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PIPE SEAL DETAIL
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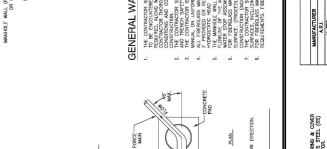
GENERAL WASTEWATER CONSTRUCTION NOTES
 NOT TO SCALE



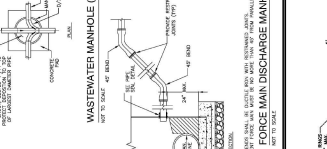
MANHOLE PROTECTION IN UNPAVED AREAS (CULTIVATED/SPECIAL)
 NOT TO SCALE



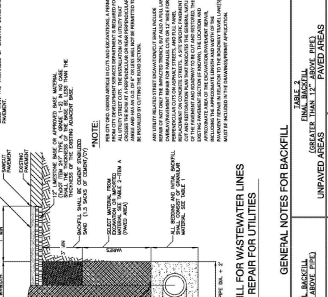
MANHOLE PROTECTION IN UNPAVED AREAS (RESIDENTIAL)
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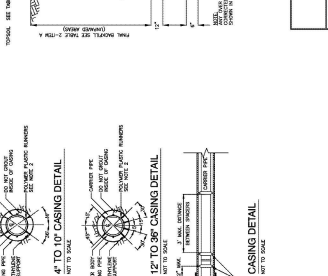
APPROVED JAPAN
 NOT TO SCALE



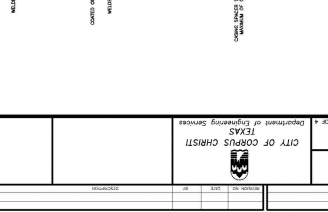
FRIBERG ASS MANHOLE
 NOT TO SCALE



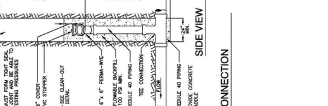
WASTEWATER MANHOLE (BOTTOM)
 NOT TO SCALE



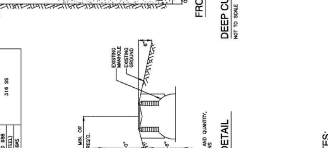
FORCE MAIN DISCHARGE MANHOLE DETAIL
 NOT TO SCALE



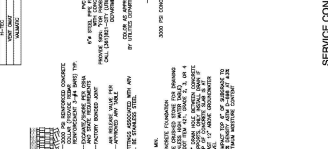
AIR RELEASE VALVE AND MANHOLE
 NOT TO SCALE



SERVICE CONNECTION NOTES
 NOT TO SCALE



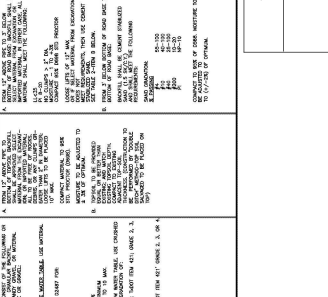
BOLLARD DETAIL
 NOT TO SCALE



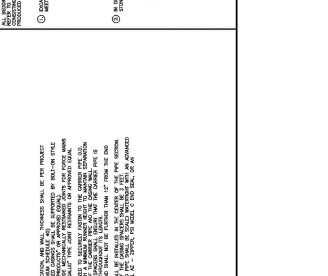
DEEP CUT SERVICE CONNECTION
 NOT TO SCALE



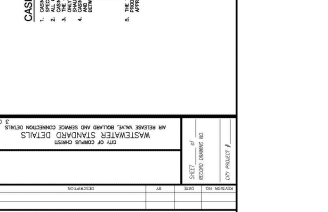
CLEAN-OUT BOOT
 NOT TO SCALE



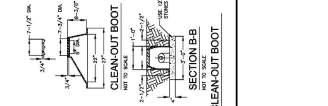
SECTION A-A TYPICAL CAST IRON CLEAN-OUT BOOT
 NOT TO SCALE



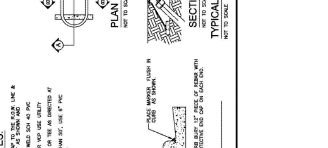
SECTION B-B TYPICAL CAST IRON CLEAN-OUT BOOT
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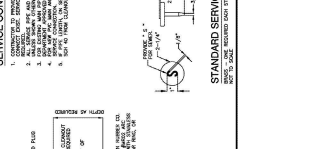
SERVICE CONNECTION DETAIL
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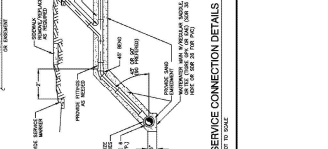
STANDARD SERVICE MARKER
 NOT TO SCALE



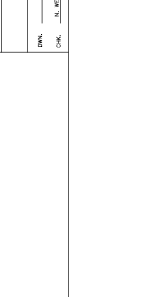
SERVICE CONNECTION DETAIL
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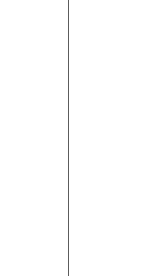
SERVICE CONNECTION DETAIL
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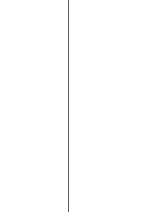
SERVICE CONNECTION DETAIL
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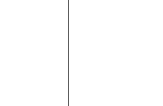
PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 8
 NOT TO SCALE



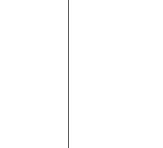
CITY WASTE WATER STANDARD DETAILS
 NOT TO SCALE



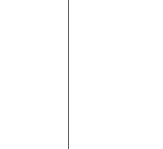
PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 8
 NOT TO SCALE



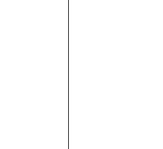
CITY WASTE WATER STANDARD DETAILS
 NOT TO SCALE



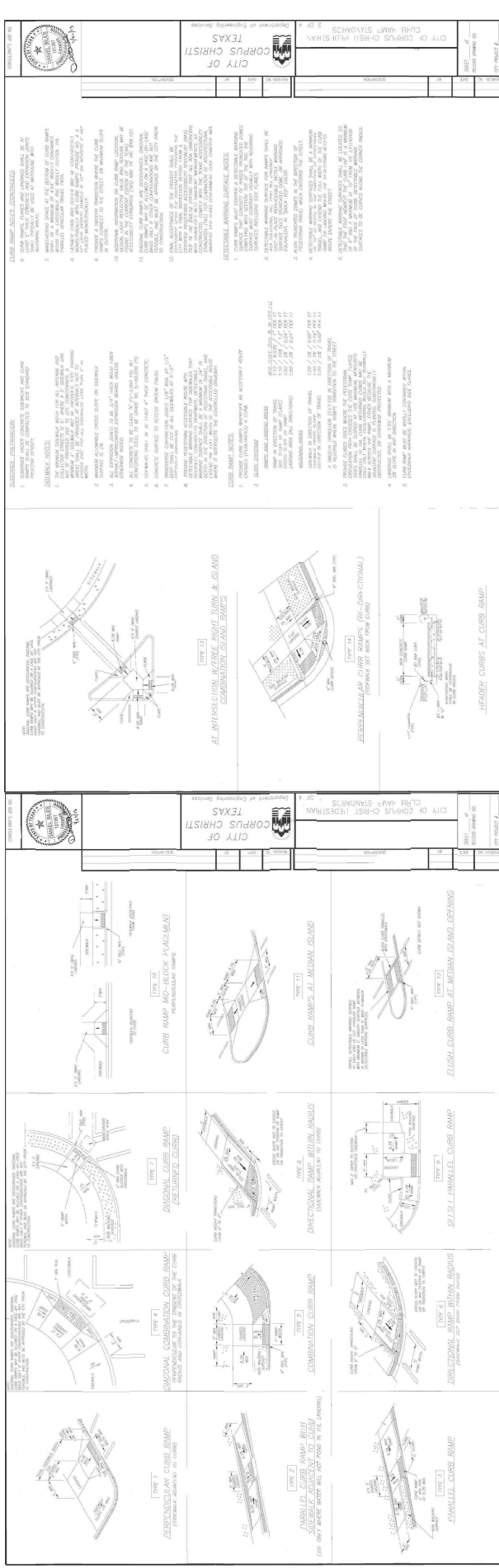
PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 8
 NOT TO SCALE



CITY WASTE WATER STANDARD DETAILS
 NOT TO SCALE



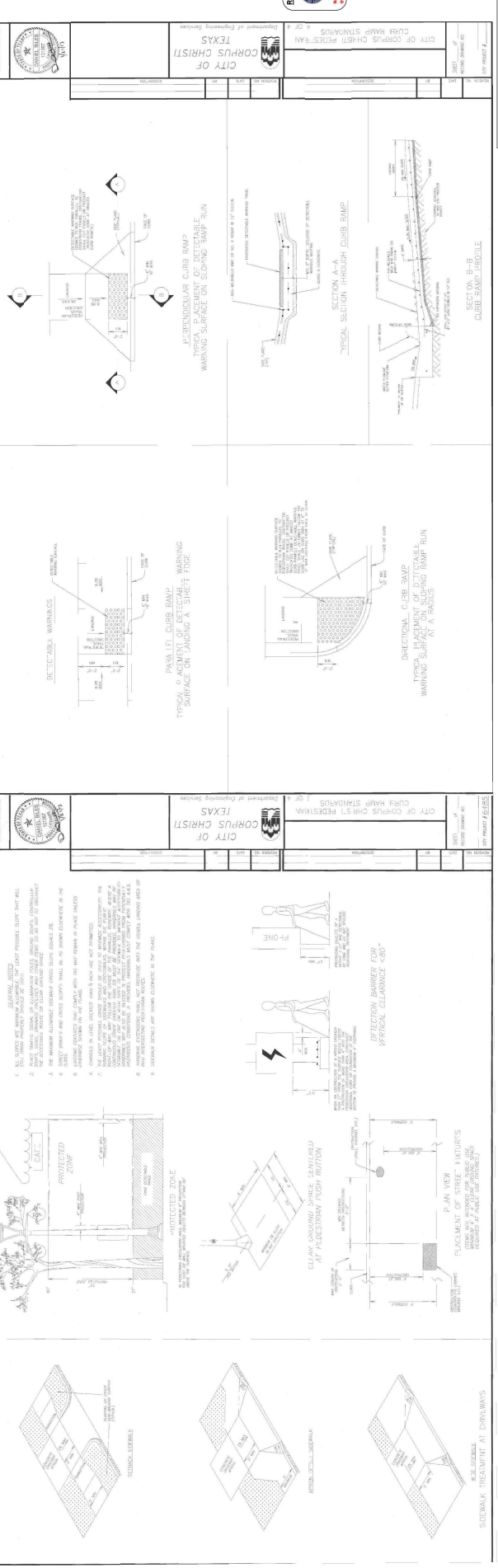
PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 8
 NOT TO SCALE



GENERAL NOTES:

- ALL CURB RAMP SURFACES SHALL BE 1/4" MINIMUM THICKNESS OF 4000 PSI CONCRETE OR 2" MINIMUM THICKNESS OF 4000 PSI ASPHALT.
- ALL CURB RAMP SURFACES SHALL BE FINISHED TO A MINIMUM FINISH GRADE OF 2% MINIMUM DRAINAGE TOWARD THE STREET.
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CITY OF CORPUS CHRISTI
CORPUS CHRISTI TEXAS
Department of Engineering Services
CITY ENGINEER: [Signature]
DATE: [Date]



GENERAL NOTES:

- ALL CURB RAMP SURFACES SHALL BE 1/4" MINIMUM THICKNESS OF 4000 PSI CONCRETE OR 2" MINIMUM THICKNESS OF 4000 PSI ASPHALT.
- ALL CURB RAMP SURFACES SHALL BE FINISHED TO A MINIMUM FINISH GRADE OF 2% MINIMUM DRAINAGE TOWARD THE STREET.
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CITY OF CORPUS CHRISTI
CORPUS CHRISTI TEXAS
Department of Engineering Services
CITY ENGINEER: [Signature]
DATE: [Date]

RELEASED FOR CONSTRUCTION
By: A. Williams, P.E., CEM, COM
City of Corpus Christi
Professional Seal: [Seal]

TX REGISTRATION NO. 1-524, 5024 S. ALAMOSA STREET
CORPUS CHRISTI, TEXAS 78404

PROJECT NO. [Number]
SHEET NO. [Number]
DATE PLOTTED: [Date]

PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 8
CORPUS CHRISTI, NUECES CO., TX

CITY PEDESTRIAN CURB RAMP STANDARD DETAILS

DATE: 01/05/24

EXHIBIT 3

NIXON M. WELSH, P.E., R.P.L.S.
 Email: NixMW@aol.com

BASS WELSH ENGINEERING
 TX Registration No. F-52
 Survey Registration No. 100027-00
 P.O. Box 6397
 Corpus Christi, TX 78466-6397

3054 S. Alameda St.

1/18/2024

Starlight Estates Unit 8 - Reimbursement Cost Estimate
Oso Pkwy (Residential 28' BB to P-1 Parkway 40' BB)

Cost of 40' BB Asphalt Street					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	6.5" PCCP	8113	SY	\$ 85.00	\$ 689,605.00
2	8" LIME STABILIZED SUBGRADE TO 2'BC	8929	SY	\$ 26.00	\$ 232,154.00
3	EXCAVATION TO 2' BC	8929	SY	\$ 20.00	\$ 178,580.00
4	8' CONCRETE SIDEWALK	1836	LF	\$ 78.00	\$ 143,208.00
					\$ 1,243,547.00

Cost of 28' BB Street					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	6" PCCP	5678	SY	\$ 74.00	\$ 420,172.00
2	8" LIME STABILIZED SUBGRADE TO 2'BC	6494	SY	\$ 26.00	\$ 168,844.00
3	8" PORTLAND CEMENT STABILIZED SUBGRADE TO 2'BC	6494	SY	\$ 20.00	\$ 129,880.00
4	4' CONCRETE SIDEWALK	1836	LF	\$ 38.00	\$ 69,768.00
					\$ 788,664.00

CITY PORTION EQUALS DIFFERENCE IN CONSTRUCTION COST	\$	454,883.00
11% ENGINEERING, SURVERYING, & TESTING	\$	50,037.13
7% CONTINGENCY	\$	31,841.81
<u>SUB TOTAL</u>	\$	<u>536,761.94</u>
2% BOND	\$	10,735.24
TOTAL REIMBURSEMENT	\$	547,497.18

EXHIBIT 4

INSURANCE REQUIREMENTS

I. DEVELOPER’S AND OR CONTRACTOR’S LIABILITY INSURANCE

- A. Developer and or Contractor shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Developer and or Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Developer and or Contractor shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be named 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: <ul style="list-style-type: none"> 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Developer and or Contractors 7. Underground Hazard (if applicable) 	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) <ul style="list-style-type: none"> 1. Owned 2. Hired and Non-Owned 3. Rented/Leased 	\$500,000 Combined Single Limit
WORKERS’ COMPENSATION	Statutory
EMPLOYER’S LIABILITY	\$500,000 /\$500,000 /\$500,000
POLLUTION LEGAL LIABILITY Including: Sudden and Accidental Pollution Coverage. Cleanup and Remediation.	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

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

II. ADDITIONAL REQUIREMENTS

- A. Developer and or Contractor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- B. Developer and or Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Developer and or Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City. Developer and or Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Developer and or Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. Developer and or Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects 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 Developer and or Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Developer and or Contractor's failure to

provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Developer and or Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Developer and or Contractor hereunder until Developer and or Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Developer and or Contractor may be held responsible for payments of damages to persons or property resulting from Developer and or Contractor's or its subDeveloper and or Contractor's performance of the work covered under this agreement.
- H. It is agreed that Developer and or Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations 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.

2024 Insurance Requirements Exhibit
Legal Dept. – Development Services
Participation Agreement for Developers
06/07/2024 Risk Management – Legal Dept.

EXHIBIT 5



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: MPM DEVELOPMENT, LP
 STREET: P.O. BOX 331308 CITY: CORPUS CHRISTI ZIP: 78463
 FIRM is: Corporation Partnership Sole Owner Association Other

DISCLOSURE QUESTIONS

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

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

Name	Job Title and City Department (if known)
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

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

Name	Title
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

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

Name	Board, Commission, or Committee
<u>Mossa Mostaghassi</u>	<u>Capital Improvement Advisory Committee</u>
_____	_____
_____	_____


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

Name	Consultant
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

CERTIFICATE

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

Certifying Person: MOSSA MOSTAGHASI Title: GENERAL PARTNER
 (Print)

Signature of Certifying Person:  Date: 11-14-23

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.