

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

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and **MPM Development, LP**, ("Developer/Owner"), a Texas Limited Partnership Company.

WHEREAS, the Developer/Owner, 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, under the UDC, the Developer/Owner is responsible for construction of the Arterial Transmission and Grid main extension ("Water Improvements");

WHEREAS, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner's costs for the construction of Water Improvements;

WHEREAS, it is in the best interests of the City to have the Water Improvements be constructed to its ultimate capacity under the City's applicable Master Plan;

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

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

WHEREAS, the Water Arterial Transmission and Grid Main Trust Fund does not currently have sufficient funds to fully reimburse Developer/Owner for Water Improvements; and

WHEREAS, Developer/Owner may be paid when assets of the Water Arterial Transmission and Grid Main Trust Fund are sufficient, authorized for such purpose, and Developer/Owner has priority per UDC §8.5.1. C.

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.

- a. 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.

- b. The Water Arterial Transmission and Grid Main Trust Fund was established by Ordinance No. 17092 to encouraging the orderly development of subdivisions within and surrounding the City of Corpus Christi, Texas and continues pursuant Texas Local Government Code §395.001(4)(C). The revenue generated for funding and continuation of the Water Arterial Transmission and Grid Main Trust Fund is subject to legislation of the State of Texas and the City of Corpus Christi. Nothing in this agreement guarantees neither the continuation nor future revenues of the Water Arterial Transmission and Grid Main Trust Fund. The City is not liable for modification or termination of the Water Arterial Transmission and Grid Main Trust Fund. The Developer/Owner agrees that any modification or termination of the Water Arterial Transmission and Grid Main Trust Fund is a legislative action and does not constitute a breach of trust, an act of bad faith, an intentional or reckless indifference to the interest of a beneficiary, or a profit derived by the trustee from a breach of trust.

2. PLANS AND SPECIFICATIONS

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

WATER ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	12" PVC PIPE	1862	LF	\$120.00	\$223,440.00
2	12" CAP TAPPED FOR 2"	2	EA	\$1,250.00	\$2,500.00
3	12" TEE	6	EA	\$1,850.00	\$11,100.00
4	12" GATE VALVE W/BOX	6	EA	\$6,600.00	\$39,600.00
5	12" EL, ANY ANGLE	4	EA	\$1,500.00	\$6,000.00
6	6" PVC PIPE	39	LF	\$80.00	\$3,120.00
7	FIRE HYDRANT ASSEMBLY	3	EA	\$9,200.00	\$27,600.00
8	6" GATE VALVE W/ BOX	3	EA	\$2,000.00	\$6,000.00
9	DOUBLE OR SINGLE WATER SERVICE	21	EA	\$800.00	\$16,800.00
10	6" DIA X 30" PVC PIPE NIPPLE	9	EA	\$775.00	\$6,975.00

TOTAL	\$	343,135.00
7% CONTINGENCIES	\$	24,019.45
11% ENGINEERING, SURVEYING, TESTING	\$	37,744.85

LESS WATER ACREAGE FEE	\$	11,011.00
TOTAL AMOUNT REIMBURSABLE	\$	393,888.30

- b. The plan must be in compliance with the City's master plans.
- c. The plans and specifications must comply with City Water Distribution Standards and Standard Specifications.
- d. Before the Developer/Owner starts construction the plans and specifications must be approved by the City's Development Services Engineer.

3. REIMBURSEMENT

- a. The cost for the Water Improvements less \$11,011.00 lot/acreage fee credit is **\$393,888.30**. Subject to the conditions for reimbursement from the Water Arterial Transmission and Grid Main Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Water Improvements up to an amount not to exceed **\$393,888.30** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.
- b. Subject to the conditions for reimbursement from the Water Arterial Transmission and Grid Main Trust Fund per the UDC, this agreement, and the appropriation of funds, 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 no later than 30-days from the date of the City's administrative approval of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. Cost-supporting documentation to be submitted shall include:
 - 1. Summary of Costs and Work Performed on 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 and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.
- e. 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.

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

4. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT.

- a. 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 Arterial Transmission and Grid Main Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and Developer/Owner has priority per UDC §8.5.1. Pursuant UDC §8.5.1. C., priority is determined according to the date the reimbursement agreement is approved by the City Council.
- b. Payments will not be paid when funds are not available in the Water Arterial Transmission and Grid Main Trust Fund. Payments may be made when monies are available in and appropriated from the Water Arterial Transmission and Grid Main Trust Fund and the Developer/Owner has priority in accordance with UDC §8.5.1. C.
- c. If the developer is owed funds from the Water Arterial Transmission and Grid Main Trust Fund, the developer will be given credit for lot or acreage fees that are due on subsequent final plats filed with the County Clerk in accordance with UDC §8.5.1. C. The amounts credited will be deducted from the outstanding amounts owed to the developer by the Water Arterial Transmission and Grid Main Trust Fund until the total amount owed has been paid, provided that the lands being platted are within or contiguous to the boundaries of the preliminary plat of the originally developed property, the land will be served by the water line for which the credit was given, and an extension of the line was not required to serve the land.

5. DEVELOPER/OWNER TO COMPLETE IMPROVEMENTS

Developer/Owner shall award a contract and complete the Water Improvements, under the approved plans and specifications within 24 months from the date of City Council approval of this agreement.

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/Owner:

**PMP 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 may 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.

7. REQUIRED CONSTRUCTION

Developer/Owner shall construct the Water Improvements 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.

8. SITE IMPROVEMENTS

Prior to the start of construction of the Water Improvements, Developer/Owner shall acquire and dedicate to the City the required additional utility easements "Easements", if necessary for the completion of the Water Improvements. 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.

9. PLATTING FEES

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

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

11. PROMPT AND GOOD FAITH ACTIONS

The parties shall act promptly and in good faith in performing their duties or obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.

12. 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 by the 40th calendar day after the date of approval by City Council.
- c. Developer/Owner fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Water Improvements under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Water Improvements, under the approved plans and specifications as provided in section 4 of this agreement.
- f. Either the City or Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

13. NOTICE AND CURE

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in detail the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer/Owner, at the address stated in section 6, of the need to perform the obligation or duty, and should 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 Developer/Owner by reducing the reimbursement amount due 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 Developer/Owner. Developer/Owner shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer/Owner receives notice of the cost of performance. In the event that 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 equity for such default.

14. FORCE MAJEURE

- a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemic; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.
- b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party 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.

15. THIRD-PARTY BENEFICIARY

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

16. PERFORMANCE AND PAYMENT BONDS

Developer/Owner 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 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. If the Developer/Owner is not an obligor, then Developer/Owner 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.

17. DEDICATION OF WATER IMPROVEMENTS.

Upon completion of the construction, dedication of Water Improvements will be subject to City inspection and approval

18. WARRANTY

Developer/Owner shall fully warranty the workmanship of and function of the Water Improvements 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.

19. 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.

20. 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.

21. DISCLOSURE OF INTERESTS

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**.

22. 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. 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>.

23. 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>

24. 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.

25. EFFECTIVE DATE

This Agreement shall be executed in one original, which shall be considered one instrument. *This Agreement becomes effective and is binding upon, and inures to the benefit of the City and Developer/Owner from and after the date that all original copies have been executed by all signatories.

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, AIA, CBO
Director of Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Deputy City Attorney
For City Attorney

DEVELOPER/OWNER:

**MPM Development, LP
P.O. Box 331308
Corpus Christi, Texas 78401**

By: _____
**Moses Mostaghasi
General Partner**

**STATE OF TEXAS §
 §
COUNTY OF _____ §**

This instrument was acknowledged before me on _____, 20____, by **Moses Mostaghasi, General Partner of MPM Development, LP**, a General Partner, on behalf of said corporation.

Notary Public's Signature

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

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 §

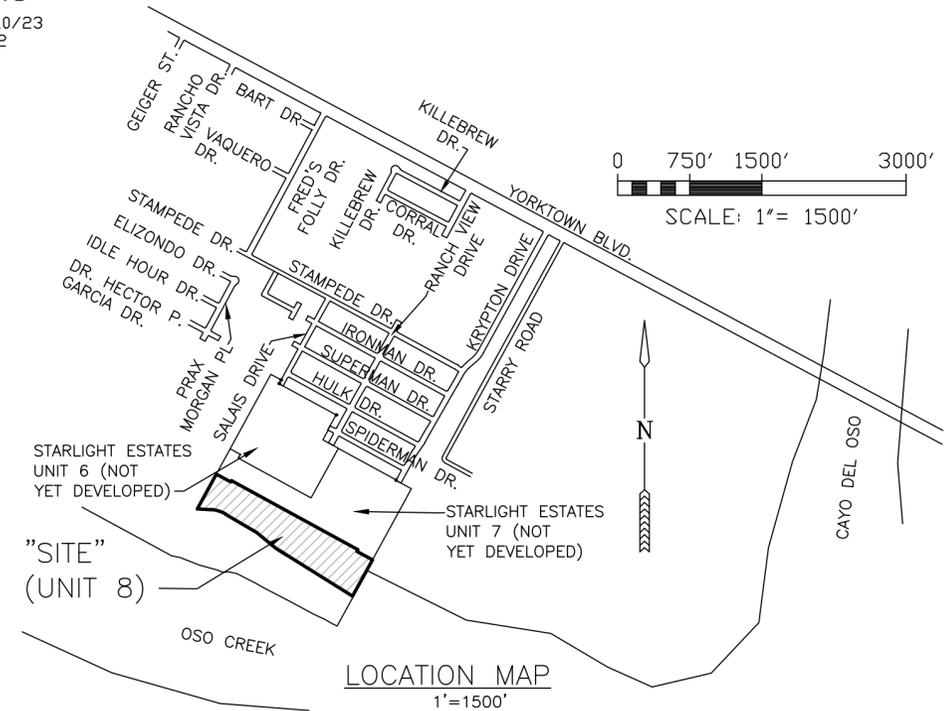
I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION, IS TRUE AND CORRECT AND THAT WE HAVE BEEN ENGAGED TO SET ALL LOT CORNERS UPON COMPLETION OF SUBDIVISION CONSTRUCTION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

THIS THE ____ DAY OF _____, 20____.

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

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

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



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.

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.

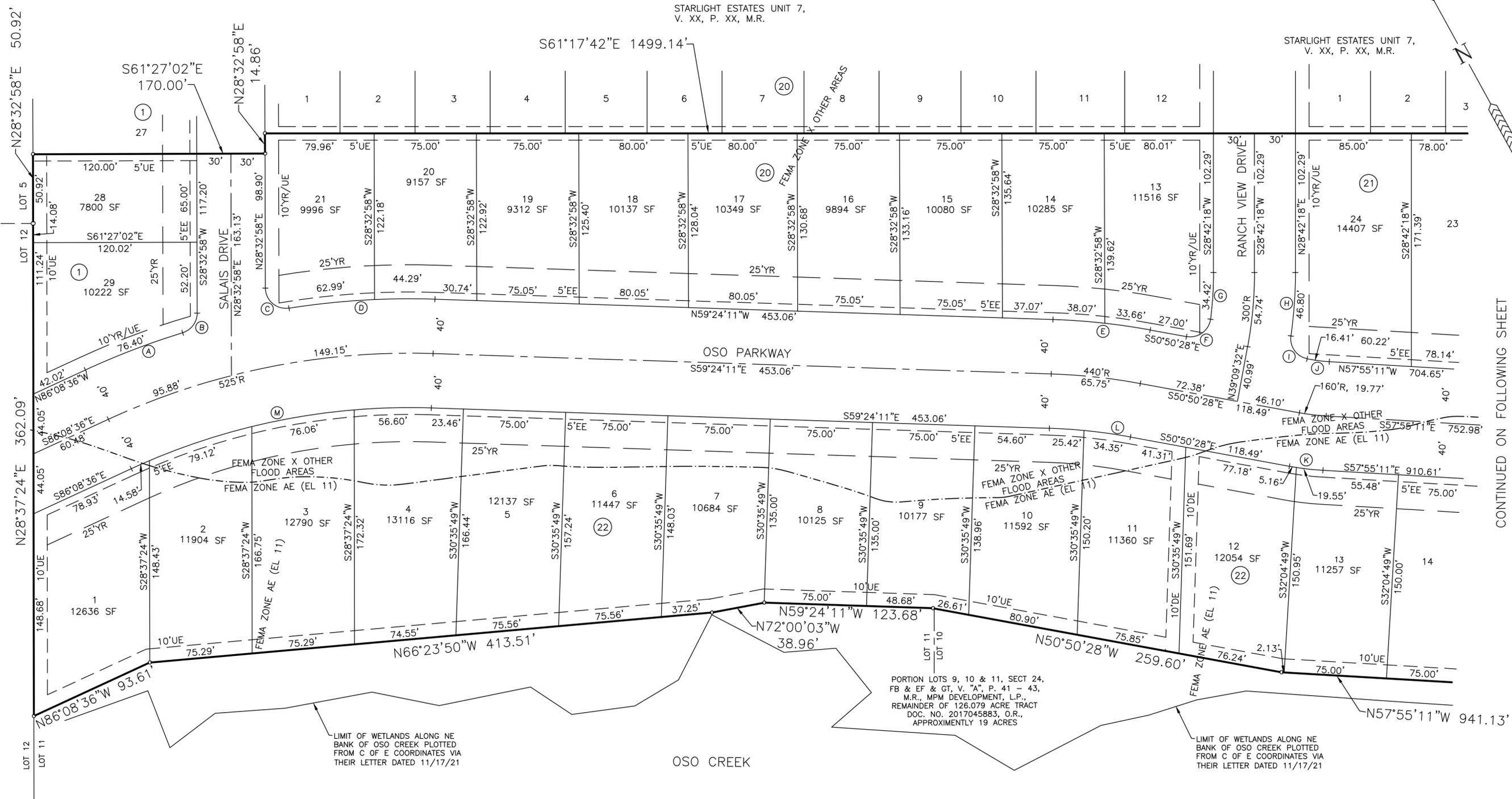
BY: _____
DEPUTY

KARA SANDS, CLERK
COUNTY COURT
NUECES COUNTY, TEXAS

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

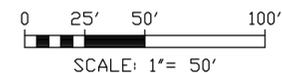
PORTION LOTS 9, 10 & 11, SECT 24, FB & EF & GT, V. "A", P. 41 - 43, M.R., MPM DEVELOPMENT, L.P., REMAINDER OF 126.079 ACRE TRACT DOC. NO. 2017045883, O.R., APPROXIMATELY 19 ACRES

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

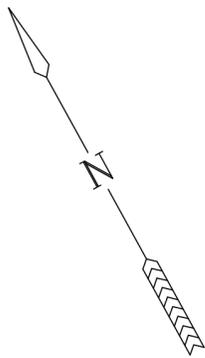
- | | | | | |
|--|--|--|--|---|
| <p>(A) Δ=07°44'51"
R=565.00'
T=38.26'
L=76.40'
CB=N82°16'12"W
CH=76.34'</p> | <p>(D) Δ=10°52'45"
R=565.00'
T=53.80'
L=107.28'
CB=N64°50'34"W
CH=107.12'</p> | <p>(G) Δ=07°18'16"
R=270.00'
T=17.23'
L=34.42'
CB=S32°21'26"W
CH=34.40'</p> | <p>(J) Δ=07°50'10"
R=120.00'
T=8.22'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

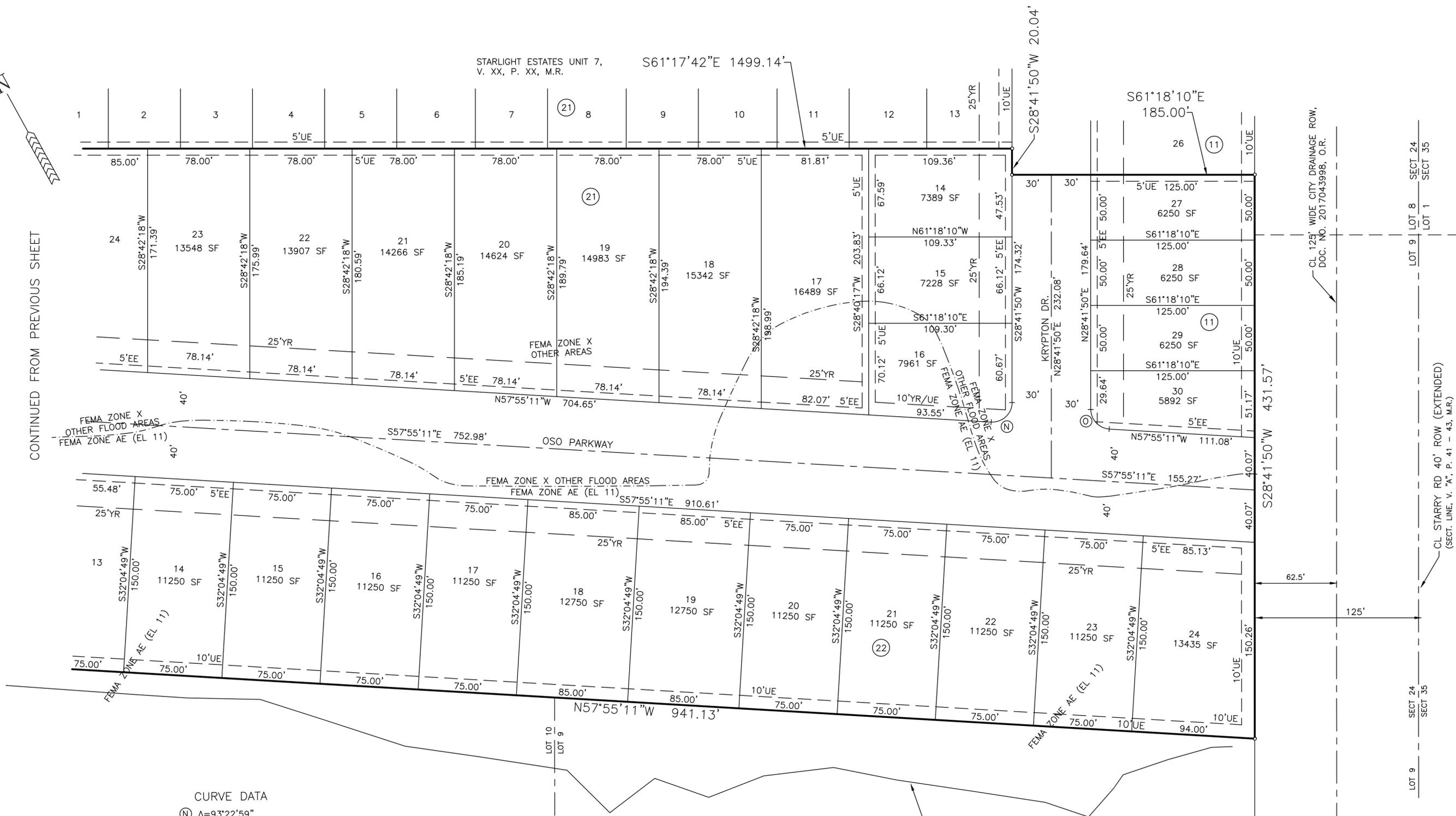
DATE PLOTTED: 01/10/23
PLAT-SH2 AS PLAT
JOB NO.: 22004
SCALE: 1" = 50'
PLOT SCALE: SAME
SHEET 2 OF 3



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

S61°17'42"E 1499.14'

CONTINUED FROM PREVIOUS SHEET



CURVE DATA

(N) Δ=93°22'59"
R=15.00'
T=15.91'
L=24.45'
CB=S75°23'20"W
CH=21.83'

(O) Δ=86°37'03"
R=15.00'
T=14.14'
L=22.68'
CB=N14°36'41"W
CH=20.58'

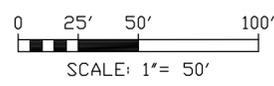
LEGEND:

- 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



UDC Agreement Application

Date of Application: 1-16-24

Type of Agreement Requested: Deferment [] Reimbursement Participation []

Approved Plat Name: Starlight Estates Unit 8

Public Improvement Type: Water Reimbursement

Approved Public Improvement Plans: Y [] N []

Cost Estimate for Public Improvements: \$390,509.67

Ownership and authorized signatories to enter into the agreement: MPM Development, LP
Mossa (Moses) Mostaghasi

Contact Information

Name: Mossa (Moses) Mostaghasi

E-mail address: mothe99@aol.com

Phone Number: 361-774-3832

Preferred Method of Contact: Email Phone [] Other []
If other, provide detail:

Company Name entering into the agreement: MPM Development, LP

Company Address: PO Box 331308 Corpus Christi, TX 78463


Applicant's Signature & Title

General Partner

Submit Application Electronically to:
contractsandagreements@cctexas.com

Mail to:

Development Services

Attn: Business Manager

2406 Leopard St. Suite 100

Corpus Christi, Texas 78408

EXHIBIT 3

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): 58%

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, SEWER, WATER 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.

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, SODDING, 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 SO WITHIN 21 DAYS.

STRUCTURAL PRACTICES:

- X. — HAY BALE DAM
- ROCK BERMS
- DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
- DIVERSION, DIKE AND SWALE COMBINATION
- PIPE SLOPE DRAINS
- PAVED FLUMES
- TAPERED FLUMES
- TAPERED FLUMES 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. REPAIR IS NECESSARY. REPAIR 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. REPAIRS WILL ALWAYS BE DONE IN ACCORDANCE WITH THE FOLLOWING:

- BY 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.

THE INLETS OR STORM SEWER SYSTEM, ALL MEASURES SHALL BE TAKEN TO PROTECT THE SURROUNDING AREA FROM CONTAMINATION. WASH OUT AREA SHALL BE RESTORED UPON PROJECT COMPLETION. ALL WASTE MATERIAL SHALL BE COLLECTED AND REMOVED UNTIL REMOVAL FROM THE SITE. NO CONSTRUCTION WASTE MATERIAL SHALL BE BURIED ON-SITE.

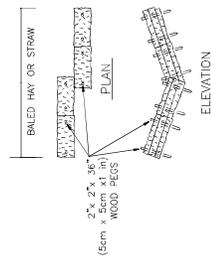
SANITARY WASTE: ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NECESSARY.

OFFSITE VEHICLE TRACKING:

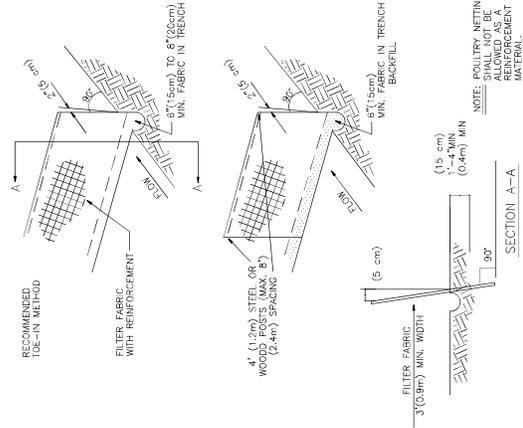
- HAIL ROLLS DAMPENED FOR DUST CONTROL
- LOADED HAIL TRUCKS TO BE COVERED WITH TARP/AULIN
- X. EXCESS DIRT ON ROAD REMOVED DAILY
- STABILIZED CONSTRUCTION ENTRANCE

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 AREA. STOCKPILES SHALL BE COVERED WITH TARP/AULIN. HAIL ROADS SHALL BE CONSTRUCTED 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.



PLACEMENT FOR BALED HAY FILTER DAMS



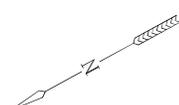
SECTION A-A SEDIMENT CONTROL FENCE



NOTE: CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL PERMITS AND INSPECTIONS FOR STORM WATER POLLUTION PREVENTION PLAN (SWPPP).



DATE:	1/26/24
PROJECT:	STARLIGHT ESTATES UNIT 8
CLIENT:	STARLIGHT ESTATES UNIT 8
LOCATION:	CORPUS CHRISTI, NUECES CO., TX
PROJECT NO.:	17-2024
DATE PLOTTED:	1/26/24
SHEET NO. OF:	21



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

S611742°E 1499.14'

S28°41'50"W 20.04'

S611810°E
185.00'



PORTION LOTS 9, 10 & 11, SECT 24,
FB M.F. 43, B.L. 43,
REMAINDER OF 138,079 ACRES, TRACT
APPROXIMATELY 19 ACRES

LIMIT OF WETLANDS ALONG NE
BANK OF 200 CUBIC YARD
LOT CORNER TO MEET NE AT
PROPERTY LINE
THEIR LETTER DATED 11/17/21

CONTINUED FROM PREVIOUS SHEET
MATCH LINE STA 11+65

LOT 9 SECT 24
LOT 8 SECT 24
LOT 1 SECT 35
CL. STARRY RD 40' ROW (EXHIBED)
CL. 128' WIDE CITY DRAINAGE ROW
DOC. NO. 2017043998, O.A.

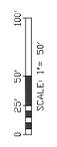


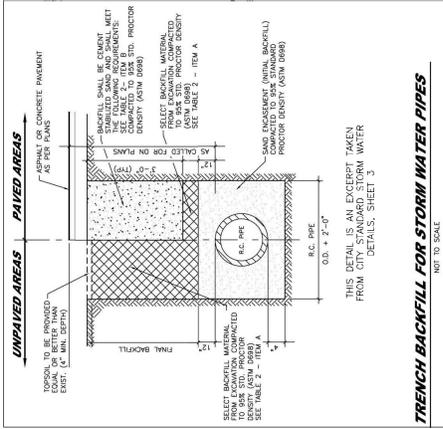
BASS & WELSH ENGINEERING
1700 WEST WILSON STREET, SUITE 100
F-82, 3054 S. AMANDA STREET, CORPUS CHRISTI, TEXAS 78404

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

JOINTING PLAN FOR CONCRETE PAVING

PROJECT NO.: 18-001
JOB NO.: 2004
DATE NOTED: 01/05/24 SHEET 32 OF 31





THIS DETAIL IS AN EXCEPT TAKEN FROM CITY STANDARD STORM WATER DETAILS, SHEET 3

TRENCH BACKFILL FOR STORM WATER PIPES

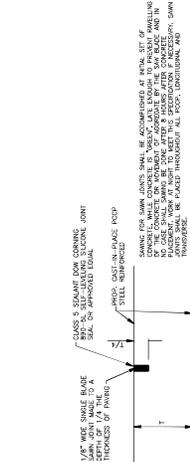
NOT TO SCALE

EXHIBIT FOR USE OF HDPE (HIGH DENSITY POLYETHYLENE PIPE) FOR STORM WATER

NOT TO SCALE

HDPE (HIGH DENSITY POLYETHYLENE PIPE) FOR STORM WATER

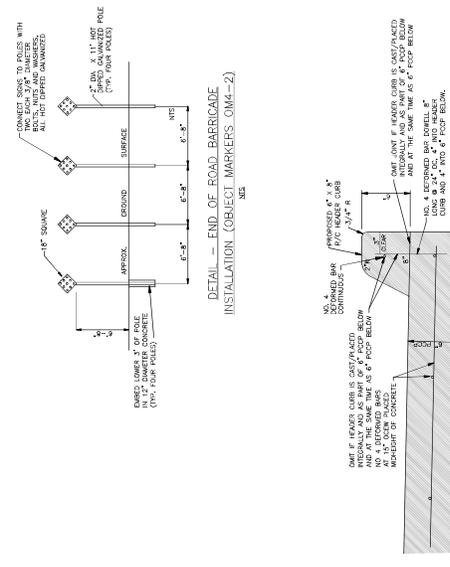
1. HDPE PIPE (HIGH DENSITY POLYETHYLENE PIPE) IS TO BE USED FOR ALL STORM WATER PIPES. THE PIPE SHALL BE FULL WALL COMPACTED EXTERIOR WALL WITH SMOOTH INTERIOR WALL WITH MAXIMUM SURFACE COEFFICIENT OF FRICTION OF 0.01. THE PIPE SHALL BE MANUFACTURED TO THE SPECIFICATIONS OF THE POLYETHYLENE PIPE INSTITUTE (PEI) AND SHALL BE APPROVED BY THE CITY ENGINEER. THE PIPE SHALL BE APPROVED BY THE CITY ENGINEER. THE PIPE SHALL BE APPROVED BY THE CITY ENGINEER. THE PIPE SHALL BE APPROVED BY THE CITY ENGINEER.



PCPP CONTRACTION (SAWN) JOINT DETAIL



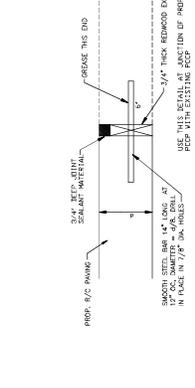
EXPANSION JOINT FOR PCPP



DETAIL - END OF ROAD BARRICADE INSTALLATION (OBJECT MARKERS, OMA-2)

SEE

TYPICAL PAVING SECTION SHOWING HEADER CURB DETAILS



TYPICAL PAVING SECTION SHOWING HEADER CURB DETAILS

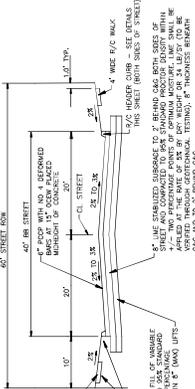
TYPICAL JOINT AT JUNCTION OF EXISTING PCPP WITH PROPOSED PCPP



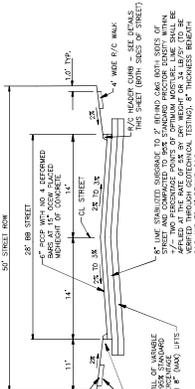
TYPICAL JOINT AT JUNCTION OF EXISTING PCPP WITH PROPOSED PCPP

PCPP (PORTLAND CEMENT CONCRETE PAVING) NOTES

1. ALL PROPOSED PCPP SHALL BE PORTLAND CEMENT CONCRETE PAVING OF 4" COMPRESSIVE STRENGTH (MINIMUM) AT 28 DAYS. IF PAVED WITH 4.0 PSI COMPRESSIVE STRENGTH (MINIMUM) AT 28 DAYS.
2. ALL PROPOSED PCPP SHALL BE FINISHED WITH A FINISH SPECIFIED IN THE CONTRACT DOCUMENTS.
3. ALL PROPOSED PCPP SHALL BE FINISHED WITH A FINISH SPECIFIED IN THE CONTRACT DOCUMENTS.
4. ALL PROPOSED PCPP SHALL BE FINISHED WITH A FINISH SPECIFIED IN THE CONTRACT DOCUMENTS.
5. ALL PROPOSED PCPP SHALL BE FINISHED WITH A FINISH SPECIFIED IN THE CONTRACT DOCUMENTS.



TYPICAL STREET SECTION - 60" ROW



TYPICAL STREET SECTION - 50" ROW

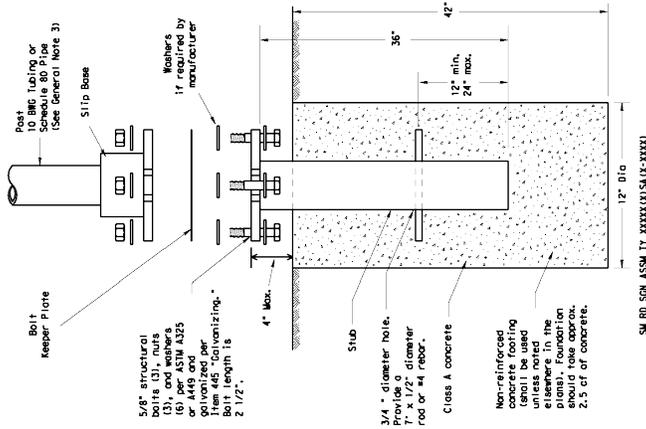


BASS AND WELSH ENGINEERING TX REGISTERED PROFESSIONAL ENGINEER CORPUS CHRISTI, TEXAS 78404	
PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 8 CORPUS CHRISTI, NUECES CO., TX	
DATE PLOTTED: 5/29/2024	SHEET 13 OF 31
DATE: 07/02/24	
PROJECT NO.: 13-508-202	CDM, INC. WELSH
JOB NO.: 230204	
SCALE: AS SHOWN	

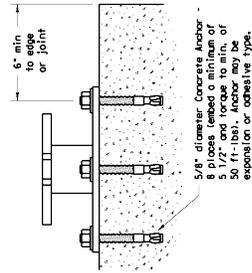
TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS

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.



CONCRETE ANCHOR



SM RD SON ASTM TY XXXXX(S) SA (X-XXXX)

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 Tying (12.815" outside diameter)
 - 0.134" nominal wall thickness
 - Minimum tensile strength shall be 200,000 PSI
 - Other steel may be used if they meet the following:
 - 55,000 PSI minimum yield strength
 - 200,000 minimum ultimate strength
 - 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 using ASTM A653, recast Schedule 80 Pipe (12.815" outside diameter)
 - 0.215" nominal wall thickness
 - Other steel may be used if they meet the following:
 - 46,000 PSI minimum yield strength
 - 200,000 minimum ultimate strength
 - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
 - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
3. See the Traffic Operations Division website for detailed drawings of sign clamps and tees: <http://www.txdot.gov/publications/traffic.htm>
4. 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 portable, multiple component ready-mix concrete truck.
 - 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.
 - 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 types.

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
DATE PLOTTED	07/05/2008
SCALE	AS SHOWN

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

NOTE: SCHEDULE 48 PIPES
MAY BE USED FOR SIGN
POLES.

BLISS AND WELCH ENGINEERS
TY REGISTRATION NO. 1-242, 3024 S. KAMANDA STREET
CORPUS CHRISTI, TEXAS 78404

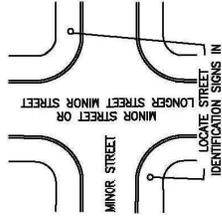
PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 8
CORPUS CHRISTI, NUECES CO., TX

TxDOT SIGN MOUNTING DETAILS: SMALL ROADSIDE
SIGNS: TRIANGULAR SLIPBASE SYSTEM

CONTRACT NO. 0-2-2007-14
SHEET NO. 14-0007-00A
DATE PLOTTED 07/05/2008



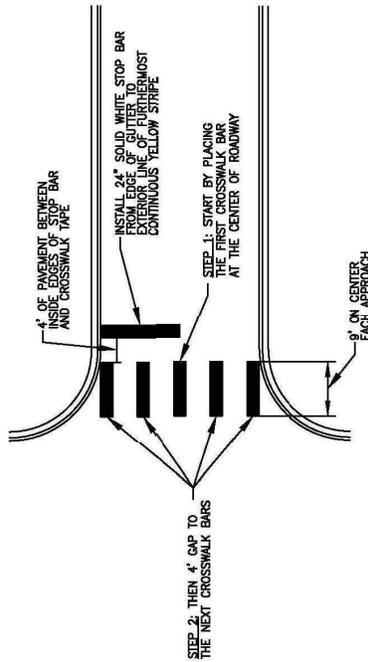
STREET NAME BLADE SIGN



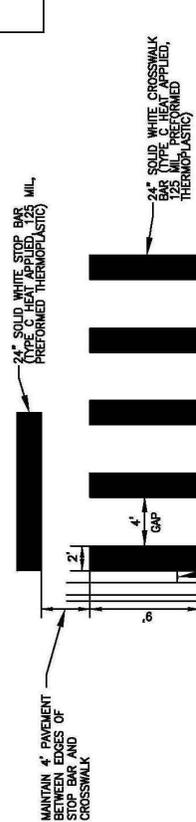
NOTES:

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.

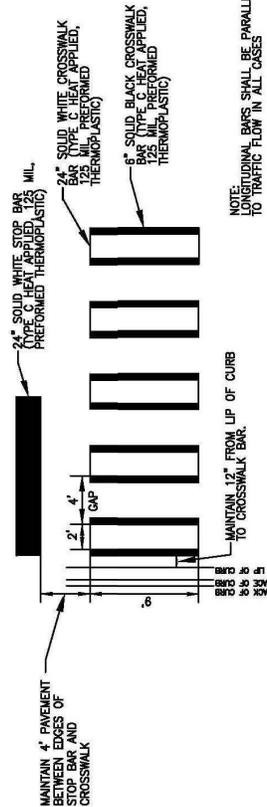
CROSSWALK PAVEMENT MARKINGS



PLAN
SCALE: N.T.S.



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



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

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.	DATE	DESCRIPTION
1	01/02/24	

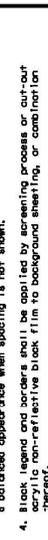
APPROVED:	CITY TRAFFIC ENGINEER	
DATE:		
REVISION NO.	DATE	DESCRIPTION
1	01/02/24	



ERIC A. WILLIAMS, P.E., CEM, CMAA
TX REGISTRATION NO. F-582, 3064 S. ALAMEDA STREET
CORPUS CHRISTI, TEXAS 78404
01/02/24
PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 8
CORPUS CHRISTI, NUECES CO., TX
CITY CROSSWALK, PAVEMENT MARKINGS AND
STREET NAME BLADE SIGN DETAILS FOR PAF
DRAWN BY: JMW
SCALE: 1"=10'
DATE PLOTTED: 01/02/24
SHEET 15 OF 21

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

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

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 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 SCHOOL SIGNS

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



REQUIREMENTS FOR WARNING SIGNS

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



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 for Texas (SHSD) 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. Non-reflective black film to background sheeting, or combination thereof.
- White legend and borders shall be applied by screening process with transparent background sheeting, or cut-out process with transparent background sheeting. Colored legends shall be applied by screening process with transparent colored 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/>

Released for Construction
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

DATE: 10/13/07
SCALE: AS SHOWN
DRAWN BY: J. WELSH
CHECKED BY: J. WELSH
SHEET NO. OF 21

BY: J. WELSH
DATE: 10/13/07
SHEET NO. OF 21

BY: J. WELSH
DATE: 10/13/07
SHEET NO. OF 21

BLAS AND WELSH ENGINEERS
TX REGISTRATION NO. 1-582, 3054 S. ALAMIDA STREET
CORPUS CHRISTI, TEXAS 78404

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

TYPICAL SIGN REQUIREMENTS

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. This standard is not to be construed as a warranty, liability, or insurance. The user of this standard is responsible for its proper use and for any errors or omissions. The user of this standard is responsible for its proper use and for any errors or omissions. The user of this standard is responsible for its proper use and for any errors or omissions.

EXHIBIT 4

Exhibit 4

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.
1/15/20241

STARLIGHT ESTATES UNIT 8
GRID MAIN WATER REIMBURSEMENT ESTIMATE

WATER ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	12" PVC PIPE	1862	LF	\$ 120.00	\$ 223,440.00
2	12" CAP TAPPED FOR 2"	2	EA	\$ 1,250.00	\$ 2,500.00
3	12" TEE	6	EA	\$ 1,850.00	\$ 11,100.00
4	12" GATE VALVE W/BOX	6	EA	\$ 6,600.00	\$ 39,600.00
5	12" EL, ANY ANGLE	4	EA	\$ 1,500.00	\$ 6,000.00
6	6" PVC PIPE	39	LF	\$ 80.00	\$ 3,120.00
7	FIRE HYDRANT ASSEMBLY	3	EA	\$ 9,200.00	\$ 27,600.00
8	6" GATE VALVE W/ BOX	3	EA	\$ 2,000.00	\$ 6,000.00
9	DOUBLE OR SINGLE WATER SERVICE	21	EA	\$ 800.00	\$ 16,800.00
10	6" DIA X 30" PVC PIPE NIPPLE	9	EA	\$ 775.00	\$ 6,975.00
TOTAL					\$ 343,135.00
7% CONTINGENCIES					\$ 24,019.45
11% ENGINEERING, SURVEYING, TESTING					\$ 37,744.85
LESS WATER ACREAGE FEE					\$ 11,011.00
TOTAL AMOUNT REIMBURSABLE					\$ 393,888.30

EXHIBIT 5

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 Mostaghasi</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: 8-18-23