

ORDINANCE AUTHORIZING CITY MANAGER OR DESIGNEE TO EXECUTE A WATER ARTERIAL AND GRID MAIN CONSTRUCTION AND REIMBURSEMENT AGREEMENT (“AGREEMENT”) WITH MPM DEVELOPMENT, LP (“DEVELOPER”), FOR THE CONSTRUCTION OF A WATER ARTERIAL TRANSMISSION AND GRID MAIN LINE AND APPROPRIATING \$49,980.11 FROM THE NO. 4030 ARTERIAL TRANSMISSION AND GRID MAIN TRUST FUND TO REIMBURSE THE DEVELOPER IN ACCORDANCE WITH THE AGREEMENT.

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

SECTION 1. The City Manager, or his designee, is authorized to execute a water arterial transmission and grid main construction and reimbursement agreement (“Agreement”), attached hereto, with MPM Development, LP (“Developer”), for the extension of a 12-inch water arterial transmission and grid main line, including all related appurtenances, for the development of Parkview Unit 1 Subdivision, Corpus Christi, Nueces County, Texas.

SECTION 2. Funding in the amount of \$49,980.11 is appropriated from the No. 4030 Arterial Transmission and Grid Main Line Trust Fund to reimburse the Developer for the construction of the water arterial transmission and grid main line improvements in accordance with the Agreement.

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

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

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

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

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

ATTEST:

Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

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

STATE OF TEXAS §

COUNTY OF NUECES §

This Water Arterial Transmission and Grid Main Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, P.O. Box 9277, Corpus Christi, Texas, 78469-9277, and MPM Development, LP ("Developer"), 426 S. Staples, Corpus Christi, Texas 78401.

WHEREAS, the Developer, in compliance with the Unified Development Code ("UDC"), proposes to final plat the Property as shown on the attached final plat known as Parkview Unit 1 ("Development"), as shown in **Exhibit 1 (attached and incorporated)**;

WHEREAS, under the UDC and as a condition of such plat of Parkview Unit 1, Developer is required to construct a public waterline in order to record such plat;

WHEREAS, Developer has submitted an application for reimbursement of the costs of extending a 12-inch waterline from the existing 12-inch waterline located on the south side of Holly Road at the Northeast corner of Monte Verde at Terra Mar Unit 1 for a distance of 474 linear feet in order to extend water grid main along Holly Road and consistent with the Unified Development Code (**Exhibit 2**);

WHEREAS, it is in the best interests of the City to have the 12-inch waterline on Holly Road for a distance of 474 linear feet installed by Developer in conjunction with the final plat;

WHEREAS, Resolution No. 026869 authorized the acceptance of applications to be eligible for reimbursement in the future when funds are fully available in, and are appropriated by City Council, the Arterial Transmission and Grid Main Line Trust Fund as per the UDC, Section 8.5.1.C(1), and

WHEREAS, Chapter 212 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 subdivision or land;

NOW, THEREFORE, in consideration set forth hereinafter and in order to provide a coordinated waterline construction project, the City and Developer agree as follows:

Subject to the terms of this Agreement and the plat of Parkview Unit 1, Developer will construct the 12-inch waterline for and on behalf of the City in accordance with the plans and specifications as are approved by the City Engineer on behalf of the City.

1. REQUIRED CONSTRUCTION

The Developer shall construct the 12-inch waterline improvements, in compliance with the City's UDC and under the plans and specifications approved by the Development Services Engineer.

2. PLANS AND SPECIFICATIONS

a. The Developer shall contract with a professional engineer, acceptable to the City's Development Services Engineer, to prepare plans and specifications for the construction of the 12-inch waterline, as shown in **Exhibit 3**, with the following basic design:

1. Install 474 linear feet of 12-inch PVC waterline pipe.
 2. Install 40 linear feet 12-inch ductile iron pipe required at sections.
 3. Install two (2) 12-inch tees.
 4. Install two (2) 12-inch 45 degree bends.
 5. Install one (1) 12-inch cap.
 6. Install one (1) fire hydrant assembly.
 7. Install one (1) 6-inch gate valve with box.
 8. Install one (1) 6-inch 90 degree EL.
 9. Install three (3) 6-inch diameter x 30 inch PVC pipe nipple.
 10. Install lump sum traffic control during construction for 12-inch waterline.
- b. The plans and specifications must comply with City Water Distribution Standards and Standard Specifications.
- c. Before the Developer starts construction the plans and specification must be approved by the City's Development Services Engineer.

3. SITE IMPROVEMENTS

Prior to the start of construction of the 12-inch waterline improvements, Developer shall acquire and dedicate to the City the required additional utility easements "Easements", if necessary for the completion of the 12-inch waterline. If any of the property needed for the Easements is owned by a third party and Developer is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.

4. PLATTING FEES

Developer shall pay to the City of Corpus Christi the required acreage fees and pro-rata fees as required by the UDC for the area of the improvements for the construction of the 12-inch waterline. The required acreage fees Developer is to pay to the City under the UDC for the 12-inch waterline improvements will be credited to Developer provided that an application for credit, including cost-supporting documentation, has been submitted to the Assistant City Manager of Development Services prior to the installation of the 12-inch waterline and is approved.

5. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS

Developer shall award a contract and complete the improvements to 12-inch waterline, under the approved plans and specifications, by **April 14, 2016**.

6. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

7. 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.

8. DEFAULT

The following events shall constitute default:

- a. Developer fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval by City Council.
- b. Developer'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 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's contractor does not reasonably pursue construction of the project under the approved plans and specifications.
- e. Developer's contractor fails to complete construction of the project, under the approved plans and specifications, on or before **April 14, 2016**.
- f. Either the City or Developer otherwise fails to comply with its duties and obligations under this Agreement.

9. 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 fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer, at the address stated above, of the need to perform the obligation or duty, and should 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 Developer by reducing the reimbursement amount due 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. Perform any obligation or duty of the Developer under this agreement and charge the cost of such performance to Developer. Developer shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer receives notice of the cost of performance. In the event that 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 equity for such default.

10. 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 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.

11. 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:

Mossa Moses Mostaghasi
General Partner
MPM Development, LP
426 S. Staples
Corpus Christi, Texas 78401

2. If to the City:

City of Corpus Christi
1201 Leopard Street (78401)
P.O. Box 9277
Corpus Christi, Texas 78469
ATTN: Assistant City Manager
Development Services

- b. Notice required by the paragraph may be 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 of address for notices by giving notice of the change under the provisions of this section.

12. THIRD-PARTY BENEFICIARY

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

13. PERFORMANCE AND PAYMENT BONDS

Developer shall require its contractor for the construction of the project, before beginning the work, to execute with Developer and the City a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in

excess of \$25,000. The performance and payment bond must comply with Texas Government Code, Chapter 2253 and must be in the form and substance as attached to this Agreement.

14. WARRANTY

Developer shall fully warranty the workmanship of and function of the 12-inch waterline improvements and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City Engineer.

15. REIMBURSEMENT

- a. Subject to the appropriation of funds, the City will reimburse the Developer 100% of the reasonable cost of the 12-inch waterline improvements, not to exceed **\$49,980.11**. See attached cost estimate (**Exhibit 4**).
- b. Subject to the appropriation of funds, the City agrees to reimburse the Developer on a monthly basis upon invoicing for work performed. The reimbursement will be made no later than 30-days from the date of the invoice. Developer shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. To be eligible for reimbursement, the work completed 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.
- d. 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 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.

16. INDEMNIFICATION

DEVELOPER, 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'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 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.

17. ASSIGNMENT OF AGREEMENT

This Agreement may be assigned by Developer to another with the written consent of the City's City Manager.

18. COVENANT RUNNING WITH THE LAND

This Agreement is a covenant running with the land, Parkview Unit 1, a subdivision in Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the Agreement are binding on and inure to the benefit of the Developer's successors or assigns.

19. DISCLOSURE OF OWNERSHIP INTERESTS

Developer further agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Ownership interests form attached hereto as **Exhibit 5**.

20. 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.

21. 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 from and after the date that all original copies have been executed by all signatories.

EXECUTED IN ONE original, *this _____ day of _____, 2015.

SIGNATURES FOUND ON PAGES 9 and 10.

Developer

Mossa Moses Mostaghasi, General Partner
MPM Development, LP
426 S. Staples
Corpus Christi, Texas 78401

By: _____
Mossa Moses Mostaghasi
General Partner

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Mossa Moses Mostaghasi, General Partner, for MPM Development, LP, and acknowledged before me on the _____ day of _____, 2015.

Notary Public, State of Texas

CITY OF CORPUS CHRISTI:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

By: _____
Ronald L. Olson
City Manager

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Rebecca Huerta, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2015.

Notary Public, State Of Texas

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Ronald Olson, City Manager, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2015.

Notary Public, State Of Texas

APPROVED AS TO FORM: This _____ day of _____, 2015.

Julian Grant, Senior Assistant City Attorney
For the City Attorney

STATE OF TEXAS §
COUNTY OF NUECES §

WE, THE GEORGE B. GAINES FAMILY LIMITED PARTNERSHIP, LTD., 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, STREETS ARE HEREBY DEDICATED IN FEE SIMPLE TO THE PUBLIC USE FOREVER AND EASEMENTS 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____.

MARILYNN G. YANKEE, GENERAL PARTNER

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF NUECES §

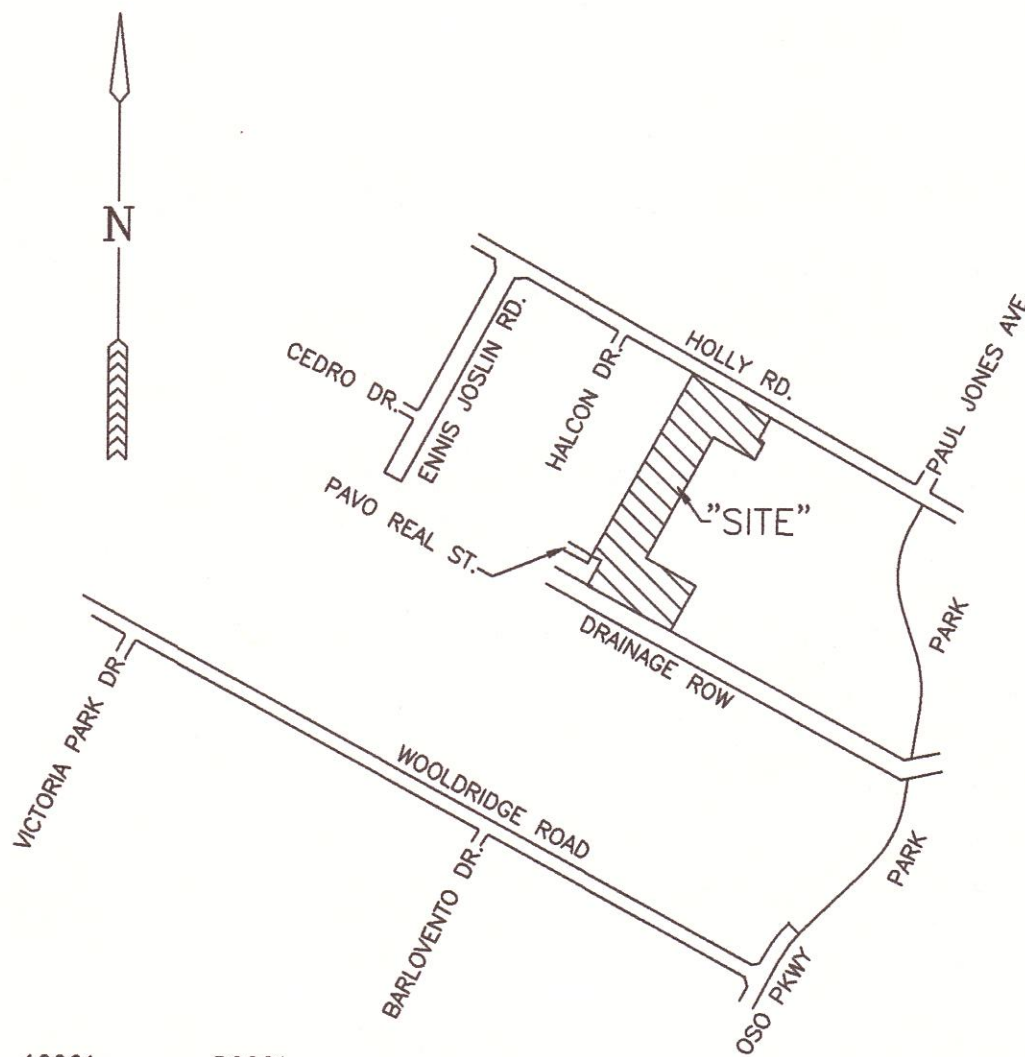
I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION, IS TRUE AND CORRECT AND THAT WE HAVE BEEN ENGAGED TO SET ALL LOT CORNERS UPON COMPLETION OF SUBDIVISION CONSTRUCTION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

THIS THE _____ DAY OF _____, 20____.

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

NOTES:

1. THE BASIS OF BEARINGS IS THE STATE OF TEXAS LAMBERT GRID, SOUTH ZONE, NAD 1983.
2. FEMA INFORMATION AS SHOWN OR NOTED HEREON IS FROM FEMA MAP, COMMUNITY PANEL 485464 0315 D, REVISED AUGUST 3, 1989. ALL OF THE SUBJECT SITE IS IN FEMA ZONE "B".
3. THE SUBJECT SITE CONTAINS 10.340 ACRES INCLUDING STREET DEDICATIONS.
4. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS". TCEQ ALSO CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
5. PRIVATE DRIVEWAY ACCESS ONTO HOLLY ROAD SHALL BE PROHIBITED.
6. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.



LOCATION MAP
1" = 1000' (APPROX.)



PLAT OF
PARKVIEW UNIT 1

A 10.340 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOT 1, SECTION 32, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN V. "A", P. 41 - 43, MAP RECORDS, NUECES COUNTY, TX

CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
FIRM NO. F-52, 3054 S. ALAMEDA ST.
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 9/26/14
COMP. NO. PLAT-SHT1
JOB NO. 14002
SCALE: 1" = 60'
PLAT SCALE: SAME
SHEET 1 OF 2

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 §

THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS

TEMPLE T. WILLIAMSON, P.E.
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____.

CHAIRMAN
PHILIP J. RAMIREZ, A.I.A., LEED AP

SECRETARY
DANIEL M. GRIMSBO, P.E., A.I.C.P.

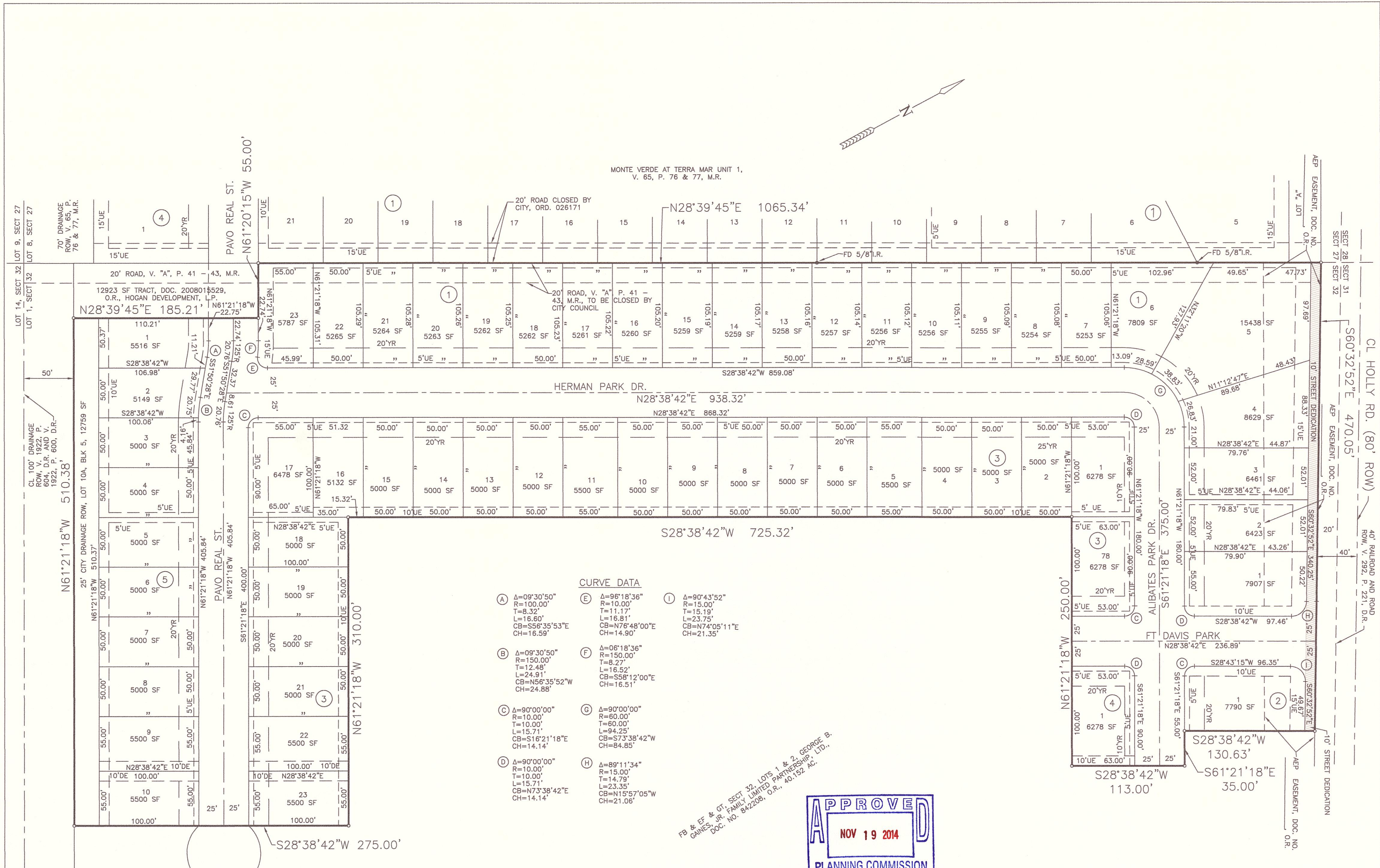
STATE OF TEXAS §
COUNTY OF NUECES §

I, DIANA T. BARRERA, 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

DIANA T. BARRERA, CLERK
COUNTY COURT
NUECES COUNTY, TEXAS

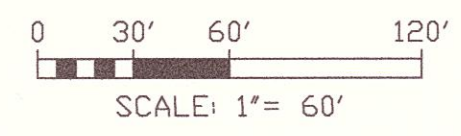


**PLAT OF
PARKVIEW UNIT 1 (CONTINUED)
CORPUS CHRISTI, NUECES COUNTY, TEXAS**

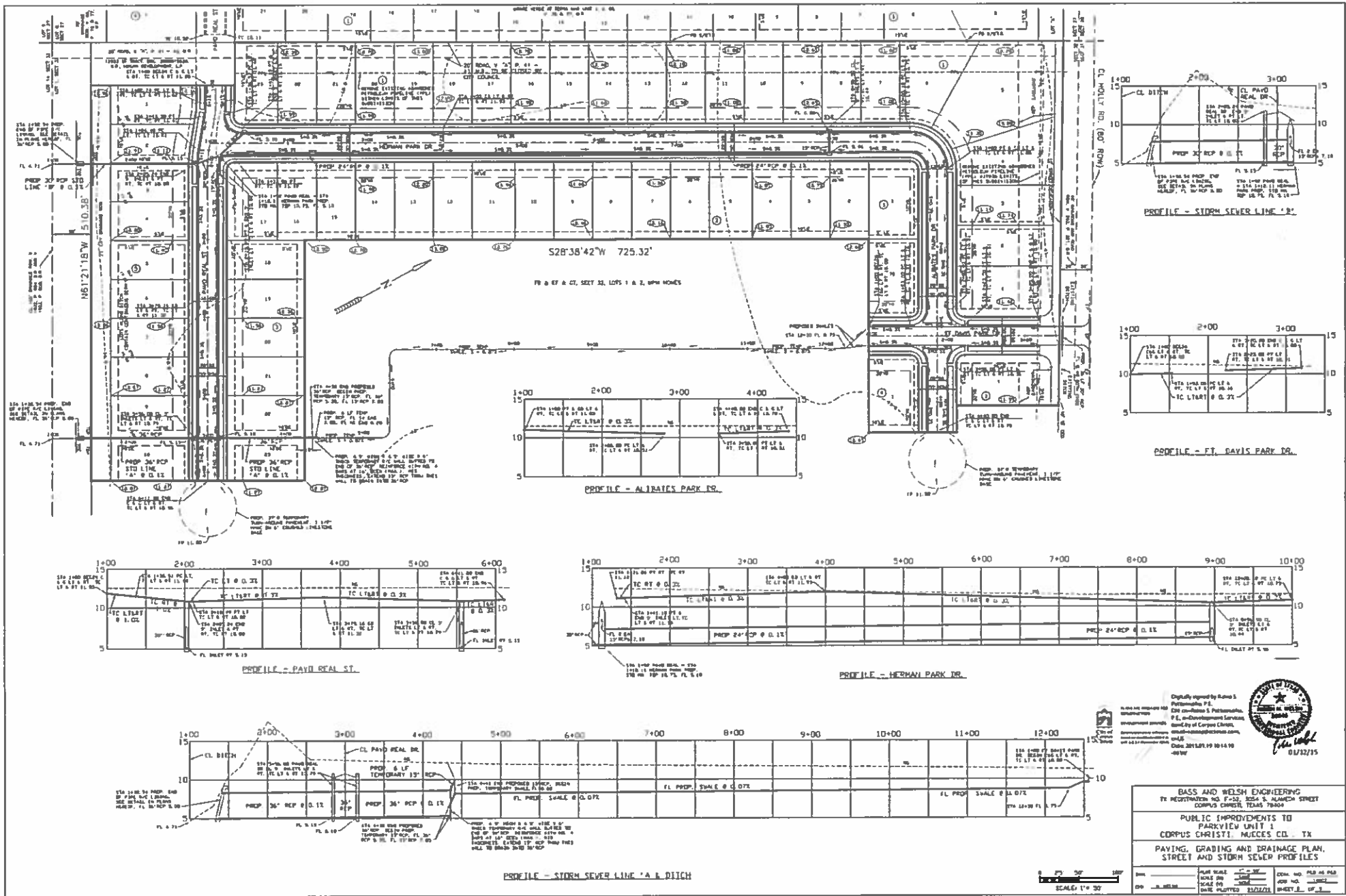


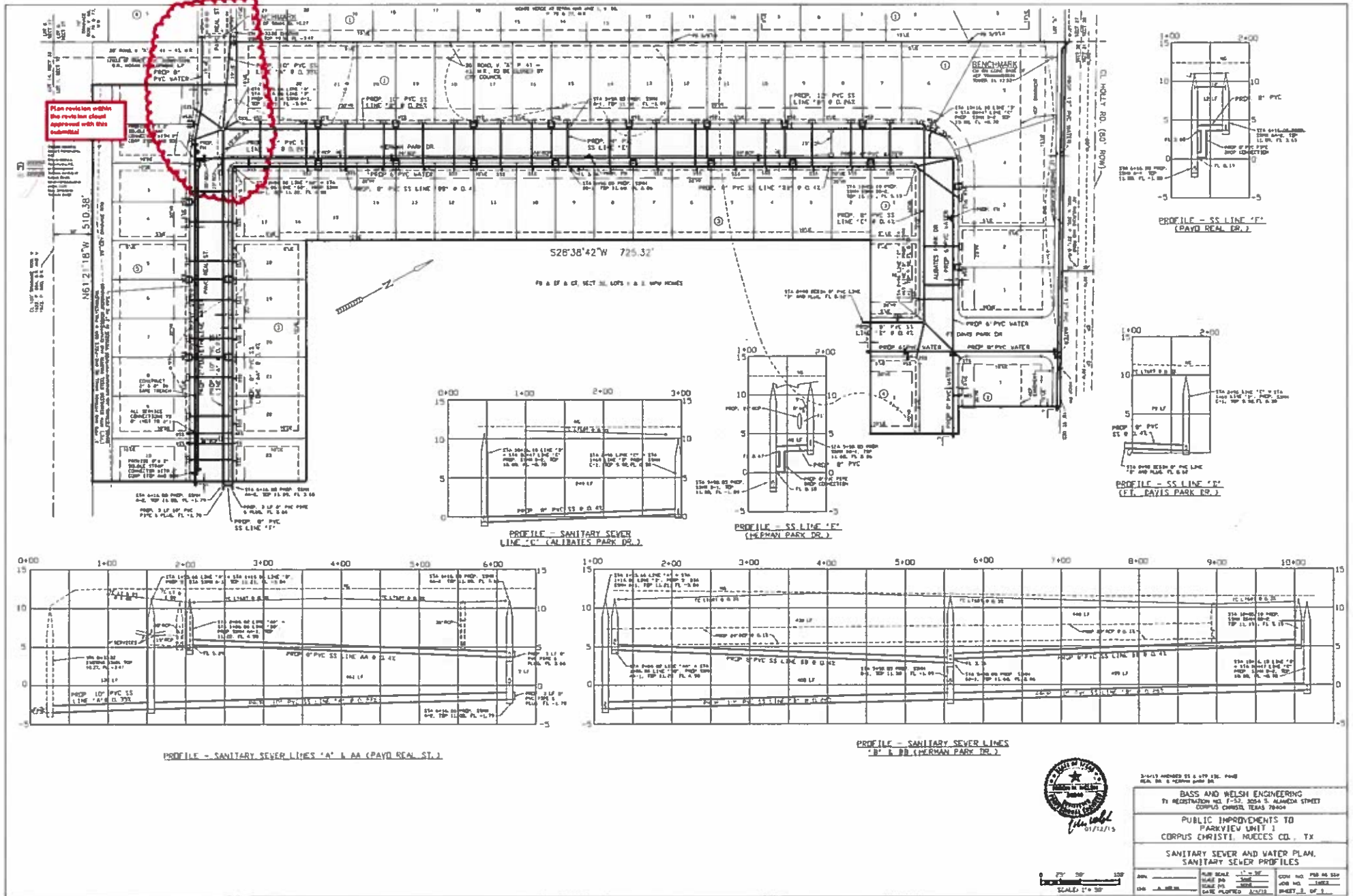
BASS & WELSH ENGINEERING
FIRM NO. F-52, 3054 S. ALAMEDA ST.
CORPUS CHRISTI, TEXAS 78404

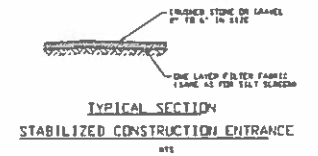
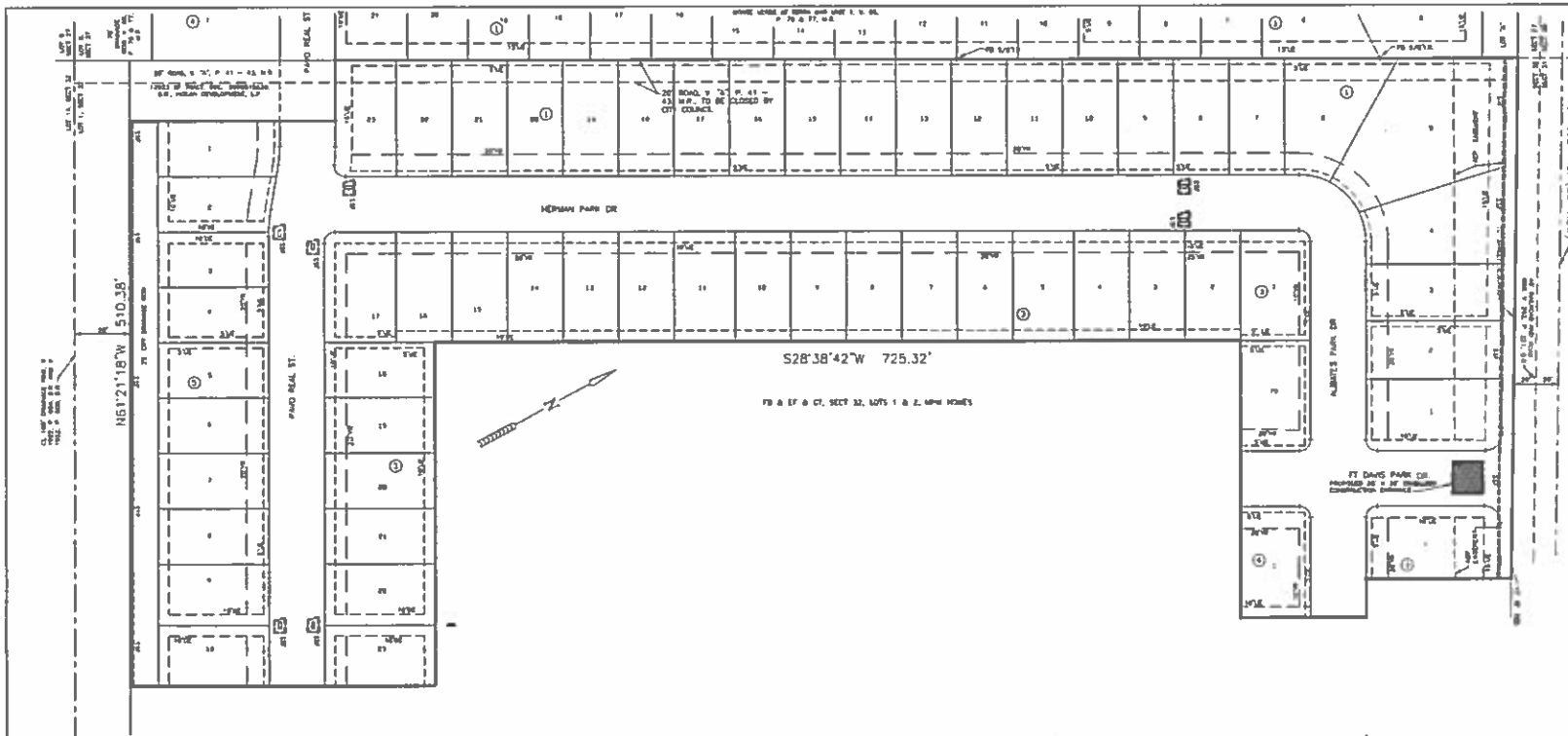
DATE PLOTTED: 9/26/14
COMP. NO.: PLAT-SH2.DWG
JOB NO.: 14002
SCALE: 1" = 60'
PLOT SCALE: SAME
SHEET 2 OF 2



37' TEMPORARY ACCESS EASEMENT,
DOC. NO. _____, O.R. _____
THIS EASEMENT SHALL EXPIRE WHEN
THIS AREA IS PLATTED







POLLUTION PREVENTION NOTES

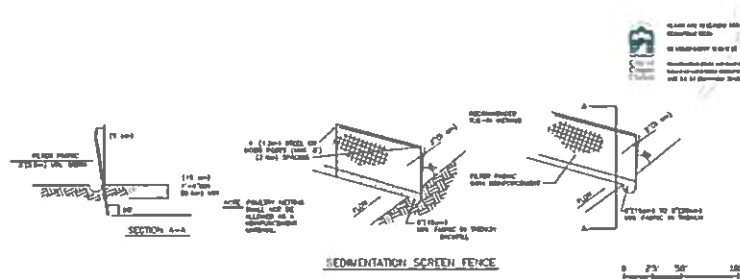
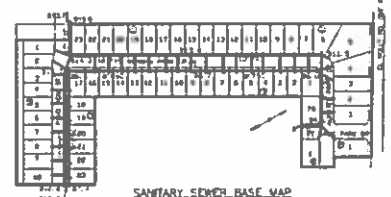
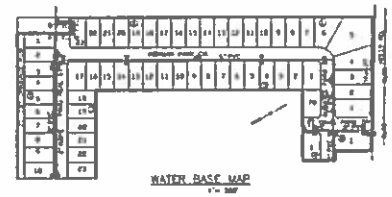
1. CONSTRUCTION ENTRANCE - CONSTRUCT A FENCED OFF 4' X 4' CONSTRUCTION ENTRANCE TO THE PROPERTY OF CITY... (text continues)
2. SILT SCREENS - CONSTRUCT SILT SCREENS AT EACH END OF DRIVE IN THE AREA OF THE PROPERTY... (text continues)
3. SILT SCREENS - ALL DRIVE AND DRIVEWAYS SHALL BE CLOSED TO ALL TRAFFIC... (text continues)
4. SILT SCREENS - THE FOLLOWING ARE THE MINIMUM CONSTRUCTION PRACTICES... (text continues)
5. CONSTRUCTION SHALL BE LIMITED TO THE SITE IS COMPLETED... (text continues)

ESTIMATE SUMMARY

ITEM	DESCRIPTION	QUANTITY	UNIT
1	2" DRAIN & BURIED	2627	LF
2	4" PVC PIPE	1239	LF
3	2" PVC	74	LF
4	2" MANHOLE	563	EA
5	1 1/2" MANHOLE	242	EA
6	2" CHANGED EXISTING MANHOLE	612	EA
7	2" OF LINE CHANGED EXISTING	793	LF
8	2" MANHOLE	4	EA
9	2" CLEANING AND DRAINAGE	1	EA
10	2" CLEANING	1	EA
11	2" MANHOLE EXISTING RECONSTRUCT	1	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1/2" PVC PIPE	1044	LF
2	1/2" PVC PIPE	1	EA
3	1/2" PVC PIPE	1047	LF
4	1/2" PVC PIPE	2	EA
5	1/2" PVC PIPE	9	EA
6	1/2" PVC PIPE	16	EA
7	1/2" PVC PIPE	2	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1/2" PVC PIPE	12	EA
2	1/2" PVC PIPE	139	LF
3	1/2" PVC PIPE	1	EA
4	1/2" PVC PIPE	2	EA
5	1/2" PVC PIPE	3	EA
6	1/2" PVC PIPE	2	EA
7	1/2" PVC PIPE	4	EA
8	1/2" PVC PIPE	2	EA
9	1/2" PVC PIPE	1133	LF
10	1/2" PVC PIPE	9	EA
11	1/2" PVC PIPE	2	EA
12	1/2" PVC PIPE	2	EA
13	1/2" PVC PIPE	1	EA
14	1/2" PVC PIPE	24	EA
15	1/2" PVC PIPE	9	EA
16	1/2" PVC PIPE	248	LF
17	1/2" PVC PIPE	2	EA



Digitally signed by Rene S. Padilla, S.E., P.E., Professional Engineer, State of Texas, on 06/12/15 at 10:12:15 AM. Reason: I am the author.

BASS AND WELSH ENGINEERING
 77 WESTVIEW AVE. SUITE 200 ALVARADO STREET
 CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO PARKVIEW UNIT I CORPUS CHRISTI, NUECES CO., TX

STORM WATER POLLUTION PREVENTION PLAN, ESTIMATE SUMMARY AND BASE MAPS

DATE PLOTTED: 05/23/15

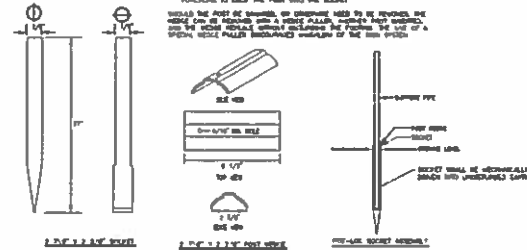
SCALE: 1" = 30'

POZ-LOC SIGN SUPPORT AND SOCKET DETAIL

THE POZ-LOC SIGN SUPPORT MUST BE SET BY A QUALIFIED PERSON AS SPECIFIED BY THE CITY OF CORPUS CHRISTI. THE SIGN SUPPORT SHALL BE INSTALLED TO BE USED FOR THE FOLLOWING SIGN TYPES:

1. A SIGN SUPPORT 3'-1 1/2" O.D. SHALL BE USED FOR ALL SIGN TYPES WITH A SIGNAGE AREA NOT EXCEEDING 10 SQ. FT.
2. A SIGN SUPPORT 3'-1 1/2" O.D. x 11 GA. SHALL BE USED FOR ALL SIGN TYPES WITH A SIGNAGE AREA NOT EXCEEDING 10 SQ. FT. AND A SIGNAGE AREA NOT EXCEEDING 10 SQ. FT. WITH A SIGNAGE AREA NOT EXCEEDING 10 SQ. FT.
3. A SIGN SUPPORT 3'-1 1/2" O.D. x 11 GA. SHALL BE USED FOR ALL SIGN TYPES WITH A SIGNAGE AREA NOT EXCEEDING 10 SQ. FT. AND A SIGNAGE AREA NOT EXCEEDING 10 SQ. FT. WITH A SIGNAGE AREA NOT EXCEEDING 10 SQ. FT.

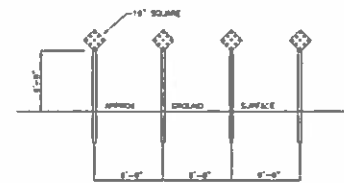
WHEN THE SIGN IS INSTALLED, THE SIGN SHALL BE SECURED TO THE SIGN SUPPORT BY THE SIGNAGE AREA NOT EXCEEDING 10 SQ. FT. AND A SIGNAGE AREA NOT EXCEEDING 10 SQ. FT. WITH A SIGNAGE AREA NOT EXCEEDING 10 SQ. FT.



NOTES:
 - 1/2" O.D. x 11 GA. GALVANNEED STEEL
 - 1/2" x 1/2" x 1/2" ANGLE
 - 1/2" x 1/2" x 1/2" ANGLE

NOTES:
 - 1/2" O.D. x 11 GA. GALVANNEED SHEET
 - 1/2" x 1/2" x 1/2" ANGLE
 - 1/2" x 1/2" x 1/2" ANGLE

POZ-LOC SIGN SUPPORT ASSEMBLY



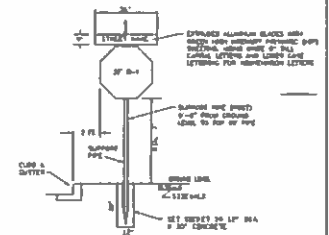
DETAIL - END OF ROAD BARRICADE INSTALLATION (TYPE OM - 4R OBJECT MARKERS)

NOTE:
 STREET NAME SIGN GLAZES SHALL BE 2\"/>

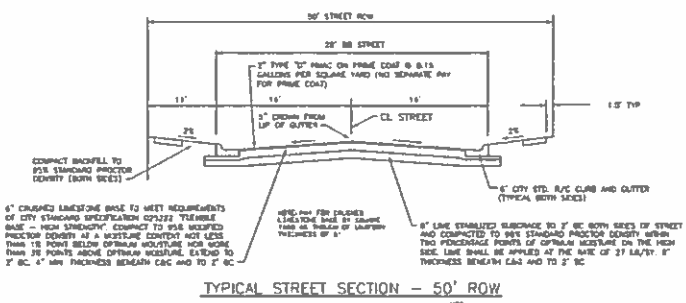
SIGN LOCATION



SIGN LOCATION SHALL BE IN THE AREAS SHOWN IN THE ABOVE DIAGRAM



STOP SIGN INSTALLATION FOR RESIDENTIAL/COLLECTOR ARTERIAL INTERSECTIONS



TYPICAL STREET SECTION - 50' ROW

PLANS ARE RELEASED FOR CONSTRUCTION
 DEVELOPMENT SERVICES
 City of Corpus Christi
 Digitally signed by Raena S. Pottamuthu, P.E.
 P.E. on Development Services
 Date: 2015.01.19 10:14:40 -0500



BASS AND WELSH ENGINEERING 170 HEDGECOCK RD. #1-22, 3004 S. ALAMOND STREET CORPUS CHRISTI, TEXAS 78404			
PUBLIC IMPROVEMENTS TO PARKVIEW UNIT I CORPUS CHRISTI, NUECES CO., TX			
STREET AND SIDEWALK DETAILS			
DATE	PLNS SCALE	SCALE DRG	DATE PLOTTER
01/12/15	1\"/>		

APPLICATION FOR WATER LINE REIMBURSEMENT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of the proposed Parkview Unit 1 Subdivision, hereby request reimbursement of \$49,980.11, as provided for by City Ordinance No. 17092. \$49,980.11 is the construction cost, including 11% Engineering, Surveying, and Testing, in excess of the acreage fee, as shown by the cost supporting documents attached herewith.



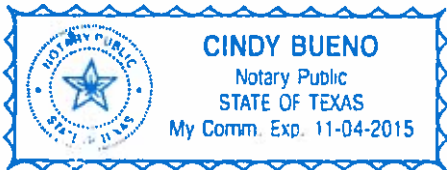
Mossa Mostaghassi, President
MPM Development, LP.

2/13/15
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on FEBRUARY 13TH, 2015, by Mossa Mostaghassi, President of MPM Development, LP.




Notary Public in and for Nueces County, Texas

CERTIFICATION

The information submitted with this application for reimbursement has been reviewed and determined to be correct. Reimbursement is subject to:

- (a) Sufficiency of funds in the Arterial Grid Distribution Main Trust Fund, and
- (b) Appropriation and approval by the City Council.



Development Services Engineer

3/12/2015
Date)



APPLICATION FOR WATER LINE CREDIT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of proposed Parkview Unit 1 subdivision, hereby apply for \$10,738.00 credit towards the water lot fee for the installation of the water grid main as provided for by City Ordinance No. 17092. \$60,718.11 is the construction cost, including 11% Engineering, Surveying, and Testing, as shown by the cost supporting documents attached herewith.

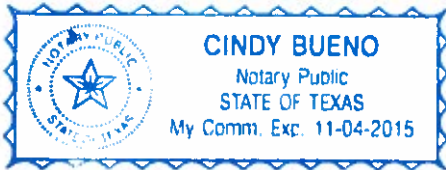


Mossa Mostaghasi, President 2/13/15
MPM Development, LP. Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 13TH, 2015, by Mossa Mostaghasi, President of MPM Development, LP.





Notary Public in and for the State of Texas



PARKVIEW UNIT 1 ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STREET & SURFACE ITEMS					
1.	2" HMAC	5562	SY	18.00	\$ 100,116.00
2.	1-1/2" HMAC	949	SY	17.00	16,133.00
3.	6" CURB & GUTTER	3827	LF	15.00	57,405.00
4.	6" LIMESTONE BASE	8211	SY	17.00	139,587.00
5.	8" LIME STABILIZED SUBGRADE TO 1'BC	7263	SY	8.00	58,104.00
6.	4" THICK R/C WALK	15320	SF	4.00	61,280.00
7.	5' R/C VALLEY GUTTER	74	LF	60.00	4,440.00
8.	CLEARING & GRUBBING	1	LS	2,500.00	2,500.00
9.	EXCAVATION	1	LS	60,000.00	60,000.00
10.	STREET SIGNS	4	EA	350.00	1,400.00

SUBTOTAL STREET & SURFACE ITEMS \$ 500,965.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STORM SEWER ITEMS					
1.	15" RCP	93	LF	32.00	\$ 2,976.00
2.	18" RCP	308	LF	36.00	11,088.00
3.	24" RCP	781	LF	44.00	34,364.00
4.	30" RCP	216	LF	57.00	12,312.00
5.	36" RCP	297	LF	70.00	20,790.00
6.	STORM MANHOLE	1	EA	3,500.00	3,500.00
7.	5' INLET SLOT POST TYPE	8	EA	2,800.00	22,400.00
8.	END-OF-PIPE R/C	2	EA	900.00	1,800.00
9.	TEMP END OF PIPE R/C	1	EA	900.00	900.00

SUBTOTAL STORM SEWER ITEMS \$ 110,130.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
SANITARY SEWER ITEMS					
1.	10" PVC PIPE	1444	LF	60.00	\$ 86,640.00
2.	PAVEMENT AND WALK PATCH	1	LS	2,500.00	2,500.00
3.	8" PVC PIPE	1607	LF	50.00	80,350.00
4.	FG MANHOLE 5' DIAMETER	3	EA	4,200.00	12,600.00
5.	FG MANHOLE 4' DIAMETER	8	EA	3,500.00	28,000.00
6.	4" OR 6" PVC SERVICE	59	EA	500.00	29,500.00
7.	DROP CONNECTION	1	EA	1,500.00	1,500.00

SUBTOTAL SANITARY SEWER ITEMS \$ 241,090.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
WATER ITEMS					
1.	8" PVC PIPE	930	LF	36.00	\$ 33,480.00
2.	8" CAP TAPPED FOR 2"	4	EA	300.00	1,200.00
3.	8" GATE VALVE	4	EA	1,100.00	4,400.00
4.	8" MJ TEE	2	EA	350.00	700.00
5.	8" EL ANY ANGLE	5	EA	300.00	1,500.00
6.	FIRE HYDRANT ASSEMBLY	3	EA	3,800.00	11,400.00
7.	6" EL, 90° DI	4	EA	250.00	1,000.00
8.	6" TEE, DI	2	EA	300.00	600.00
9.	6" CAP TAPPED FOR 2"	2	EA	200.00	400.00
10.	6" X 30" PVC NIPPLE	12	EA	200.00	2,400.00
11.	6" GATE VALVE W/BOX	6	EA	950.00	5,700.00
12.	6" PVC PIPE	1332	EA	32.00	42,624.00
13.	WATER SERVICE SINGLE	9	EA	400.00	3,600.00
14.	WATER SERVICE DOUBLE	25	EA	480.00	12,000.00
15.	2" HDPE	405	LF	20.00	8,100.00
16.	2" CORP W/BOX	2	EA	300.00	600.00
17.	PATCH PAVEMENT	1	LS	6,500.00	6,500.00

SUBTOTAL WATER ITEMS \$ 136,204.00

PARKVIEW UNIT 1
 OFFSITE WATER
 REIMBURSEMENT ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
OFFSITE WATER ITEMS (FOR CITY REIMBURSEMENT)					
1.	12" PVC PIPE	474	LF	74.00	\$ 35,076.00
2.	12" DUCTILE IRON PIPE REQUIRED AT SECTIONS BETWEEN MJ FITTINGS	40	LF	150.00	6,000.00
3.	12" TEE	2	EA	990.00	1,980.00
4.	12" 45° BEND	2	EA	770.00	1,540.00
5.	12" CAP CAPPED FOR 2"	1	EA	475.00	475.00
6.	FIRE HYDRANT ASSY	1	EA	4,800.00	4,800.00
7.	6" GATE VALVE W/BOX	1	EA	980.00	980.00
8.	6" 90°EL	1	EA	300.00	300.00
9.	6" DIA. X 30" PVC PIPE NIPPLE	3	EA	250.00	750.00
10	TRAFFIC CONTROL DURING CONSTRUCTION FOR 12" WTR	1	LS	2,800.00	2,800.00

SUBTOTAL CONSTRUCTION \$ **54,701.00**

11% ENGINEERING, SURVEYING, AND TESTING **6,017.11**

SUBTOTAL \$ **60,718.11**

LESS WATER DSITRUBUTION LOT FEE VALUE **10,738.00**

TOTAL AMOUNT REIMBURSEABLE \$ **49,980.11**



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: PO 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>	_____
_____	_____

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>	_____
_____	_____

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>N/A</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>	_____
_____	_____

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: Moses Mostaghani **Title:** Owner
 (Print)

Signature of Certifying Person:  **Date:** 2-24-2015

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.