# 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.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on November 1, 2023 to develop a tract of land, to wit: approximately 20.26 acres known as Royal Oak South Subdivision located south of the Chisolm Trail and Rand Morgan Rd intersection 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 REIMBURSABLE BY CITY						
ITEM	DESCRIPTION		TOTAL			
1	16" PVC PIPE	365	LF	\$220.00	\$80,300.00	
2	16" CAPPED TEE FOR 2"	1	EA	\$500.00	\$500.00	
3	16" EL, ANY ANGLE	4	EA	\$3,500.00	\$14,000.00	
4	16" x 8" TEE	1	EA	\$3,500.00	\$3,500.00	
	11% ENGINEERING, SURVEYING, & TESTING					
	7% CONTINGENCY				\$14,718.20	
		\$136,146.80				
	2% BOND				\$4,962.14	·
TOTAL REIMBURSEMENT					\$141,108.94	_

- 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. <u>REIMBURSEMENT</u>

- a. The cost for the Water Improvements is \$141,108.94. 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 \$141,108.94 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:

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

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. <u>TIME IS OF THE ESSENCE</u>. 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. <u>DEDICATION OF WATER IMPROVEMENTS</u>.

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

# 18. <u>WARRANTY</u>

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 construction, installation, existence, operation, 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 containment, manufacture. handling. presence. use, 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 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 <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> 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 <a href="https://www.ethics.state.tx.us/legal/ch46.html">https://www.ethics.state.tx.us/legal/ch46.html</a>.

# 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 <a href="http://www.cctexas.com/government/city-secretary/conflict-disclosure/index">http://www.cctexas.com/government/city-secretary/conflict-disclosure/index</a>

#### 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 §	
COUNTY OF §	
This instrument was acknowledged before m Moses Mostaghasi, General Partner of MPM Devor of said corporation.	ne on, 20, by relopment, LP, a General Partner, on behalf

Notary Public's Signature

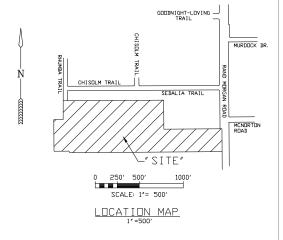
# **EXHIBIT 1**

STATE OF TEXAS	8		
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THIS THE DAY OF		, 20	
		MOSSA MOSTAGHASI, PRESIDENT	
STATE OF TEXAS	§		
COUNTY OF NUECES	§		
THIS INSTRUMENT WAS ACKNOW AMICI PROPERTIES, LLC.	LEDGED BEFORE ME	BY MOSSA MOSTAGHASI, PRESIDENT	OF
THIS THE DAY OF		, 20	
		NOTARY PUBLIC, IN AND FOR TH	E
		STATE OF TEXAS	
STATE OF TEXAS	§		
COUNTY OF NUECES	§		
I, NIXON M. WELSH, REGISTER ENGINEERING, HEREBY CERTIFY SURVEY MADE ON THE GROUN	ED PROFESSIONAL LA 7 THAT THE FOREGOI ND UNDER MY DIRECT	AND SURVEYOR OF BASS & WELSH NG PLAT WAS PREPARED FROM A NON.	
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		NIXON M. WELSH, R. P. L. S.	_
STATE OF TEXAS §			
COUNTY OF NUECES §	(NAME) HEBEI	DV OFFITEN THAT WE ARE THE HOLD	EBS OF
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		TITLE:	
STATE OF TEXAS	§		
COUNTY OF NUECES	§		
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	(TITLE),		<del></del>
THIS THE DAY OF		, 20	
		NOTARY PUBLIC, IN AND F THE STATE OF TEXAS	'OR

# PLAT OF ROYAL OAK SOUTH

A 20.261 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 8 & 9, ARTEMUS ROBERTS SUBDIVISION, A MAP OF WHICH IS RECORDED IN VOLUME 3, PAGE 41, MAP RECORDS, NUECES COUNTY, TX AND PORTION BS & F SURVEY 405, ABS. 567, NUECES COUNTY, TX

CORPUS CHRISTI, NUECES COUNTY, TEXAS



STATE OF TEXAS COUNTY OF NUFCES

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.F. CEM 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 \_\_\_\_

AL RAYMOND, III, AIA SECRETARY MICHAEL MILLER

STATE OF TEXAS COUNTY OF NUECES

DEPUTY

I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY,

DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE \_\_\_\_\_ \_\_\_\_, 20\_\_\_\_ WITH ITS CERTIFICATE OF DAY OF

AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE \_\_\_\_\_\_ DAY \_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_,M.,

AND DULY RECORDED THE \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_ 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 COMPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR
LAST WRITTEN.

KARA SANDS, CLERK COUNTY COURT 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: 10/24/23 COMP. NO.: PLAT-SH1 JOB NO.: 21038 SCALE: 1" = 50' PLOT SCALE: SAME SHEET 1 DF 3

#### LEGEND:

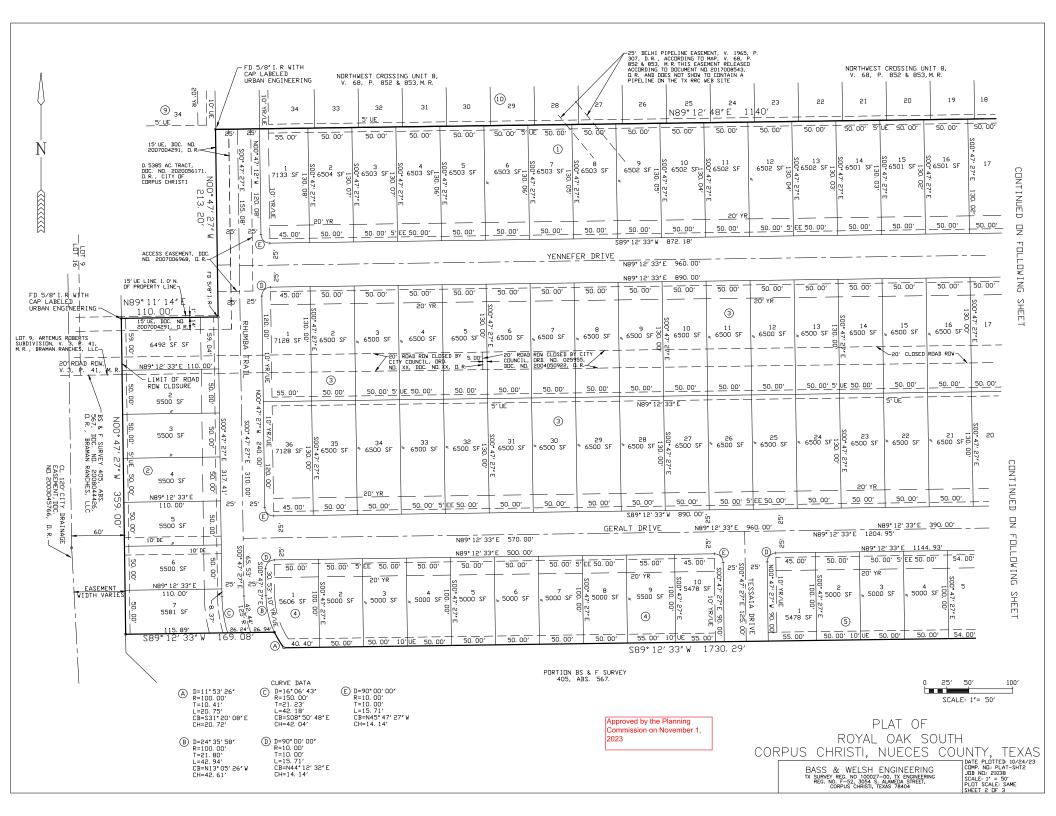
DE	DRAINAGE EASEMENT
D.R.	DEED RECORDS, NUECES CO., TX
M.R.	MAP RECORDS, NUECES CO., TX
0.R.	OFFICIAL RECORDS, NUECES CO., TX
UE	UTILITY EASEMENT

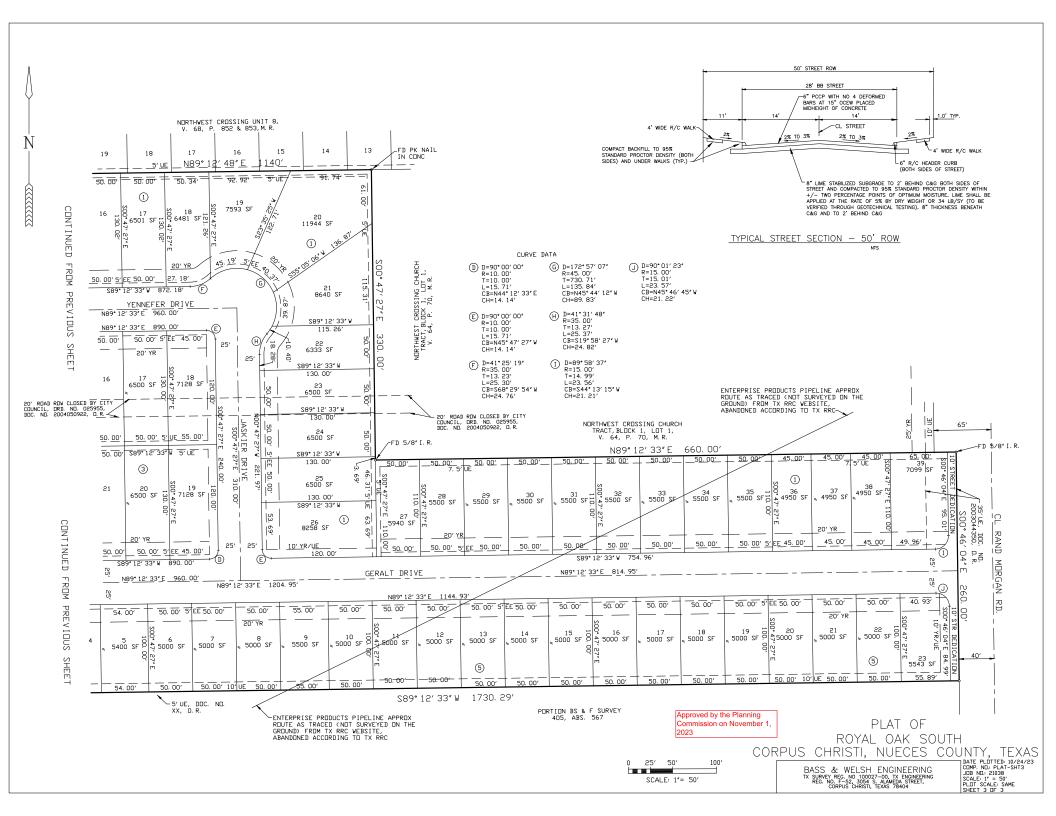
#### NOTES

Approved by the Planning

Commission on November

- 1. SET 5/8" IRON RODS WHERE POSSIBLE AT ALL LOT CORNERS; WHERE NOT POSSIBLE TO SET 5/8" IRON RODS, SET NAILS OR CHISEL MARKS AT LOT CORNERS IF POSSIBLE. ALL IRON RODS SET CONTAIN PLASTIC CAPS LABELED BASS AND WELSH ENGINEERING.
- 2. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TCEO HAS NOT CLASSFIED THE ADUATIC LIFE USE FOR THE OSO CREEK, BUT IT IS RECONNZED AS AN ENVIRONMENTALY SENSITIVE AREA. THE OSO CREEK FLOWS DIRECTLY INTO THE OSO BAY, THE TCEO HAS CLASSFIED THE ADUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT DEPCRATION" LIFE. WATER AS "CONTACT RECREATION" USE.
- THE BASIS OF BEARINGS IS THE STATE OF TEXAS LAMBERT GRID, SOUTH ZONE, NAD 1983.
- THE ENTIRE SUBJECT SITE IS IN FEMA ZONE X, OTHER AREAS, MAP NO. 48355C0285G (10/13/2022).
- 5. LEGAL DESCRIPTION: A 20.261 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 8 & 9, ARTEMUS ROBERTS SUBDIVISION, A MAP OF WHICH IS RECORDED IN VOLLIWE 3, PAGE 41, MAP RECORDS, NUCCES COUNTY, TX AND PORTION BS & F SURVEY 405, ABS. 567, NUCCES COUNTY, TX.
- THE TOTAL PLATTED AREA CONTAINS 20.261 ACRES OF LAND INCLUDING STREET DEDICATIONS.
- 6. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY
- 5. ALL DRIVEWAYS TO RESIDENTIAL AND COLLECTOR PUBLIC STREETS WITHIN THE SUBDIVISION SHALL CONFORM TO ACCESS MANAGEMENT STANDARDS OUTLINED IN ARTICLE 7 OF THE UDC.





# **EXHIBIT 2**



# **UDC** Agreement Application

Date of Application:	7-9-24
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Type of Agreement Requested: Deferment [ ] Reimbursement [ ] Participation [ ]

Approved Plat Name: Royal Oak South

Public Improvement Type: Water and Sewer Reimbursement

Approved Public Improvement Plans: Y[]N[]

Cost Estimate for Public Improvements: \$506,137.87

Ownership and authorized signatories to enter into the agreement: MPM Development, LP

Mossa (Moses) Mostaghasi

#### **Contact Information**

Mossa (Moses) Mostaghasi Name:

E-mail address: mothepro99@aol.com

Phone Number: 361-774-3832

**Preferred Method of Contact:** 

Email [X

Phone [ ] Other [ ]

If other, provide detail:

Company Name entering into the agreement: MPM Development, LP

Company Address: PO Box 331308 Corpus Christi, TX 78463

**General Partner** 

Applicant's Signature & Title

**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**

# PUBLIC IMPROVEMENTS TO RPYAL OAK SOUTH, CORPUS CHRISTI, NUECES COUNTY, TEXAS

# CITY STANDARD SPECIFICATIONS

THE FOLLOWING CITY OF CORPUS CHRISTI STANDARD SPECIFICATIONS OF WHICH CAN BE OBTAINED FROM THE CITY OF CORPUS CHRISTI WEBSITE (WWW.CCTEXAS.COM <a href="http://www.cctexas.com">http://www.cctexas.com</a>), SHALL BE UTILIZED FOR THIS PROJECT. CONTRACTOR SHALL PRINT AND OBTAIN COPIES OF THESE SPECIFICATIONS PRIOR TO BIDDING THE WORK AND PRIOR TO CONSTRUCTION OF THE WORK. THE WORD "ENGINEER" AS USED IN SAID CITY STANDARD SPECIFICATIONS SHALL REFER TO BASS & WELSH ENGINEERING

SITE CLEARING AND STRIPPING SITE GRADING EXCAVATION AND BACKFILL FOR UTILITIES 022021 CONTROL OF GROUND WATER CONTROL OF GROUND WATER STREET EXCAVATION CHANNEL EXCAVATION 022080 **EMBANKMENT** SELECT MATERIAL SELECT MATERIAL LIME STABILIZATION CRUSHED LIMESTONE FLEXIBLE BASE ASPHALTS, OILS AND EMULSIONS PRIME COAT HOT MIX ASPHALTIC CONCRETE PAVEMENT 025608 CONCRETE CURB AND GUTTER CONCRETE SIDEWALKS AND DRIVEWAYS CONCRETE CURB RAMPS TEMPORARY TRAFFIC CONTROLS DURING CONSTRUCTION WATER LINE RISER ASSEMBLIES HYDROSTATIC TESTING OF PRESSURE SYSTEMS TAPPING SLEEVS AND TAPPING VALVES DUCTILE IRON PIPE AND FITTINGS PVC PIPE - AWWA C900/C905 PRESSURE PIPE FOR MUNICIPAL WATER MAINS AND WASTEWATER FORCE MAINS 026402 WATER LINES 026404 WATER SERVICE LINES 026411 GATE VALVES FOR WATER LINES FIRE HYDRANTS 027202 MANHOLES VACUUM TESTING OF WASTE WATER MANHOLES AND STRUCTURES REINFORCED CONCRETE PIPE CULVERTS CONCRETE BOX CULVERTS GRAVITY WASTE WATER LINES WASTE WATER SERVICE LINES SEEDING PORTLAND CEMENT CONCRETE

# FRAMES, GRATES, RINGS AND COVERS PAVING, GRADING AND DRAINAGE NOTES

REINFORCING STEEL CONCRETE STRUCTURES

- 1. THE OUTER 2' OF ALL STREET PAVING AND WALKS ARE SHOWN POCHED (SHADED). EXISTING C&G AND/OR PAVING SHOWN WITH DASHED LINES (TYPICAL).
- 2. PRIOR TO ANY EARTHWORK, ALL TREES, VEGETATION, ORGANIC MATERIAL AND ANY DELETERIOUS SUBSTANCES SHALL BE REMOVED FROM THE ENTIRE PROJECT SITE EXCEPT TREES 6" DIAMETER AND LARGER OUTSIDE OF PROPOSED STREET PAVING SHALL BE LEFT IN PLACE UNHARMED. AFTER REMOVAL OF ALL VEGETATION, ORGANIC MATTER, DELETERIOUS SUBSTANCES, APPROPRIATE TREES, ETC., CONTRACTOR MAY BEGIN EARTHWORK CUT AND FILL OPERATIONS FOR LOT GRADING AND EARTHWORK ASSOCIATED WITH STREETS.
- 3. CONTRACTOR SHALL PERFORM ALL ROUGH EARTHWORK (FILLING, GRADING, HAULING, CUTTING, LOADING, ETC.) TO VERIFY ADEQUATE EARTH QUANTITY ON-SITE TO ACHIEVE EARTH GRADES AS SHOWN PRIOR TO ANY OTHER CONSTRUCTION AND CONTRACTOR SHALL NOT PROCEED WITH SAID OTHER CONSTRUCTION UNTIL AFTER HE HAS RECEIVED ENGINEER'S PERMISSION. SHOULD THERE NOT BE AVAILABLE EARTH TO MEET GRADES AS SHOWN, CONTRACTOR SHALL HAUL EARTH ON TO THE SITE FROM OFFSITE SOURCES TO ACHIEVE GRADES AS SHOWN (NO SEPARATE PAY). AFTER COMPLETION OF ROUGH GRADING AND AFTER COMPLETION OF STREET, DRAINAGE, SANITARY SEWER AND WATER IMPROVEMENTS, THEN CONTRACTOR SHALL PROVIDE ALL FINAL/FINISH GRADING TO ACHIEVE GRADES AS SHOWN. THIS INCLUDES BACKFILL OF EXISTING DITCH. EARTH FILL FOR LOTS, WHERE REQUIRED, SHALL BE PLACED IN 8" (MAX.) LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY WITHIN 3% +/- OF OPTIMUM MOISTURE.
- 4. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS FOR PCCP. RCCP AND WALKS. ALL STEEL REINFORCING SHALL BE GRADE 60 (60,000 PSI YIELD STRENGTH) IN ACCORDANCE WITH ASTM A 615.
- 5. REINFORCED CONCRETE STORM SEWER PIPE SHALL BE CLASS III, STANDARD STRENGTH. STORM SEWER MANHOLES SHALL BE PRE-CAST CONCRETE.
- 6. ALL STREET, SANITARY SEWER AND STORM SEWER STATIONING IS MEASURED ALONG THE CENTERLINES OF
- 7. LINEARLY INTERPOLATE BETWEEN GRADES AS SHOWN TO DETERMINE A PROPOSED GRADE AT ANY PARTICULAR
- 8. CURB ALIGNMENT SHALL PARALLEL ADJACENT RIGHT-OF-WAY LINES EXCEPT WHERE INDICATED OTHERWISE. 9. ALL CURBS RETURNS AT STREET INTERSECTIONS SHALL BE 21' RADIUS BACK OF CURB.
- 10. CONSTRUCT PROPOSED CURB RAMPS AT ALL STREET INTERSECTIONS AND AS SHOWN AND ACCORDING TO CITY CURB RAMP STANDARD DETAILS AS SHOWN IN PLANS HEREOF. DEPRESS CURBS AS REQUIRED. RAMPS SHALL BE SLOPED NOT EXCEEDING 1" PER FOOT LONGITUDINAL AND 2% TRANSVERSE AND SHALL MEET ALL APPLICABLE GOVERNMENTAL REGULATIONS. NO SEPARATE PAY FOR CURB RAMPS (PAY FOR CURB RAMPS IN
- 11. CONTRACTOR SHALL MEET ALL GOVERNMENTAL ONE—CALL AND OTHER REGULATIONS WITH REGARD TO EXISTING UNDERGROUND FACILITIES AND PIPELINES.
- 12. ADA CURB RAMPS THE CITY NO LONGER ALOWS THE PAVER OPTION AT CURB RAMPS. THE CONTRACTOR SHALL INSTALL COMPOSITE TACTILE WARNING PANELS AT ALL ADA CURB RAMPS.
- 13. THE ENTIRE SUBJECT SITE IS IN FEMA ZONE X, OTHER AREAS, MAP NO. 48355C0285G (10/13/2022).
- 14. PAY FOR TIED SIDEWALK AS "SIDEWALK" (NO SEPARATE PAY FOR TIED SIDEWALK).

THE SQUARE FOOT PRICE OF 4" THICK R/C WALKS).

# SANITARY SEWER NOTES

- 1. SET ENDS OF SERVICE LINES MID LOT FRONTAGE UNLESS SHOWN OTHERWISE. SANITARY SEWER STATIONING IS MEASURED ALONG THE CENTER LINE OF PROPOSED STREETS. EXISTING SS LINES ARE SHOWN LIGHT/DASHED. PROPOSED SS LINES ARE SHOWN CONTINUOUS/HEAVY/
- 3. ALL SANITARY SEWER MANHOLES SHALL BE FIBERGLASS, 48" MINIMUM DIAMETER UNLESS SHOWN OTHERWISE, 0.5" (MINIMUM) WALL AND CONSTRUCTED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS. MANHOLE RINGS AND COVERS SHALL NOT BE IN THE CURB LINE. MANHOLES IN
- 3. ALL GRAVITY SEWER PIPES 8" THRU 18" SHALL BE PVC, SDR 26 AND SHALL BE BEDDED IN SAND WITH PI LESS THAN 10 TO 6" BELOW AND 6" TO SIDES OF PIPE (FULL HEIGHT OF PIPE), IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS. BED 4" AND SMALLER PIPES IN EARTH FROM THE EXCAVATION.
- 4. NO SEPARATE PAY FOR ANY DE-WATERING OR SPECIAL EMBEDMENT REQUIRED FOR 8" DIAMETER THRU 18" DIAMETER SANITARY SEWER PIPES AND MANHOLES.
- 5. THE WORDS SANITARY SEWER SHALL MEAN WASTE WATER AND VICE VERSA.
- 6. WW USE 115 LOTS X 3.5 PERS/LOT X 80 GPCPD X PF 4 = 0.13 MGD.

ВВ	BACK OF CURB TO BACK OF CURB	RCC	ROLLER COMPACTED CONCRETE
CL	CENTERLINE	7" RCCP	ROLLER COMPACTED CONCRETE PAVING 7" THICK
CW	R/C CONCRETE WALK	RCP	REINFORCED CONCRETE PIPE
DCSC	DEEP CUT SERVICE CONNECTION (SAN. SEWER)	RT	RIGHT
-	DRAINAGE DIRECTION OR DIMENSION ARROW	S = 0.3%	LONGITUDINAL SLOPE
13.45	FINISHED GROUND ELEVATION	SS	SANITARY SEWER
<b>\rightarrow</b>	FIRE HYDRANT SYMBOL	SSF	SEDIMENTATION SCREENING FENCE ALSO KNOWN AS SILT FENCE OR TEMPORARY SEDIMENT CONTROL FENCE
FL	FLOW LINE OR INVERT ELEVATION		
FW	FINISHED WALK ELEVATION	SSMH	SANITARY SEWER MANHOLE
GB	GRADE BREAK (CHANGE OF DRAINAGE DIRECTION	SSS	SANITARY SEWER SERVICE (PIPE & FITTINGS, 4" AND 6")
OB	OR SLOPE)	TC	TOP OF CURB
HDPP	HIGH DENSITY POLYETHELENE PIPE	TSW	TIED SIDEWALK
LT	LEFT	X	WATER VALVE SYMBOL
MBC	MULTIPLE BOX CULVERT (R/C)		
МН	MANHOLE	WSD	DOUBLE WATER SERVICE (1" PIPE, FITTINGS, CORPORATION STOP AND ANGLE METER VALVES)
PC	POINT OF CURVATURE (BEGINNING OF CURVE)	WSS	SINGLE WATER SERVICE (1" PIPE, FITTINGS, CORPORATION
PT	POINT OF TANGENCY (END OF CURVE)	WSS	STOP AND ANGLE METER VALVE)
R/C	REINFORCED PORTLAND CEMENT CONCRETE		



AT 1-800-669-8344

1. EXISTING WATER LINES ARE SHOWN DASHED/LIGHT. PROPOSED WATER LINES ARE SHOWN

CONTINUOUS/HEAVY IN PLAN AND DOTTED/HEAVY IN PROFILE.

- 2. 2" TEMPORARY WATER LINES SHALL BE SCHEDULE 40 PVC SOLVENT WELDED JOINTS. NO SEPARATE
- PAY FOR 2" FITTINGS NOR 2" X 6" CONNECTOR STRAPS. 3. PROVIDE CAST IRON BOXES AND PVC PIPE EXTENSIONS WITH CONCRETE AT GATE VALVES PURSUANT
- TO CITY STANDARD WATER DETAILS. 4. CONSTRUCT WATER RISERS AT END CAPS ON PIPES AND 2" BLOW-OFF VALVES FOR FILLING AND
- TESTING PURPOSES PURSUANT TO DETAILS AS SHOWN IN CITY STANDARD WATER DETAILS. 5. CONSTRUCT WATER SERVICE LINES AND CONNECTIONS PURSUANT TO THE NOTES AND DETAILS AS
- SHOWN IN CITY STANDARD WATER DETAILS. 6. ALL WATER MAINS 6" AND LARGER SHALL BE DR18 PVC WITH DUCTILE IRON MECHANICAL JOINT
- FITTINGS AND SHALL BE BEDDED IN (ENCASED IN) SAND TO 6" ALL AROUND PIPE. 7. ALL WATER SERVICE LINES SHALL BE 1" DIAMETER FOR SINGLE AND DOUBLE WATER SERVICES.
- 8. ALL PUBLIC WATER LINE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH REQUIREMENTS SET FORTH BY THE CITY OF CORPUS CHRISTI INFRASTRUCTURE DESIGN MANUAL.
- FIRE HYDRANTS WILL BE LOCKED ONTO VALVE BY USE OF RETAINER GLANDS ON DIP. 10. CONTRACTOR SHALL VERIFY ADEQUATE JOINT RESTRAINT LENGTHS FOR ALL PIPE, FITTINGS AND
- VALVES PRIOR TO ANY WATER CONSTRUCTION. JOINT RESTRAINT LENGTHS AS SHOWN OR NOTED IN PLANS SHALL BE MADE THRU VALVES AND FITTINGS AS REQUIRED TO OBTAIN LENGTHS SPECIFIED.
- 11. WATER USE 3 GPM/LOT X 115 LOTS X 60 MIN/HR X 24 HR/DAY = 0.50 MGD.
- 12. LINE LOCATOR TAPE AND TRACER WIRE ARE TO BE INSTALLED WITH PROPOSED WATER LINES PER IDM 4.06K.A-B.

# STORM WATER POLLUTION PREVENTION

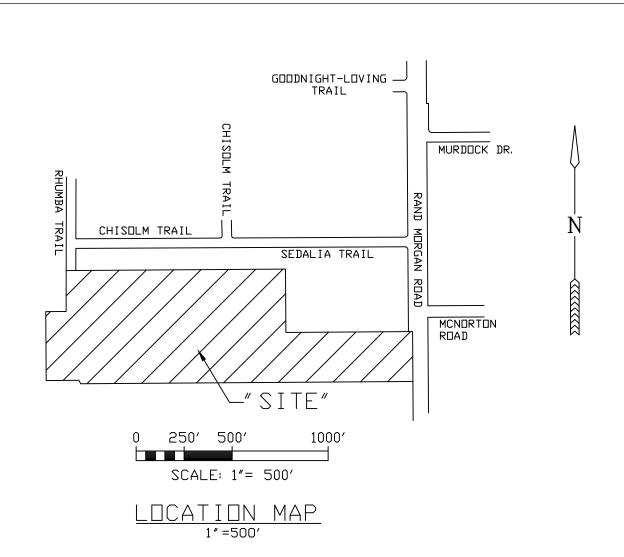
- 1. PAY FOR ALL STORM WATER POLLUTION PREVENTION MEASURES, SOLID WASTE DISPOSAL, SOIL TRACKING, SEEDING, ETC., AS PART OF "STORM WATER POLLUTION PREVENTION".
- 2. UPON COMPLETION OF IMPROVEMENTS HEREOF, ALL DISTURBED AREAS SHALL BE GRASS SEEDED IN ACCORDANCE WITH CITY STANDARD SPECIFICATION 028020 "SEEDING".
- 3. THE NPDES PERMIT CAN BE FOUND ON THE TCEQ WEB SITE AT HTTPS://WWW.TCEQ.TEXAS.GOV/ASSETS/PUBLIC/PERMITTING/STORMWATER/TXR150000\_CGP.PDF.

# GENERAL NOTES

PORTLAND CEMENT CONCRETE PAVING,

CAST IN PLACE, STEEL REINFORCED, 7"

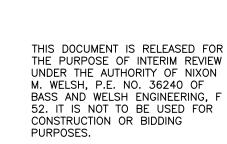
- 1. IF A PARTICIPATION AGREEMENT AND/OR REIMBURSEMENT ARE BEING REQUESTED BY THE DEVELOPER/ENGINEER, THEN PRIOR TO START OF CONSTRUCTION, CITY COUNCIL MUST APPROVE SAID AGREEMENT.
- 2. THIS WORK WILL BE INSPECTED BY THE CITY'S CONSTRUCTION INSPECTION DIVISION. CONSTRUCTION INSPECTION SHOULD BE CONTACTED AT LEAST 72 HOURS PRIOR TO START OF CONSTRUCTION. THE NUMBER TO CONTACT CONSTRUCTION INSPECTION IS (361) 826-3240.
- DEVELOPER/DEVELOPER'S AGENT SHALL ENSURE THAT BEST MANAGEMENT PRACTICES TO MINIMIZE EROSION AND SEDIMENTATION ARE BEING USED AND THAT ANY AND ALL TCEQ PERMITS WHERE NEEDED HAVE BEEN OBTAINED.
- 4. DEVELOPER/DEVELOPER'S AGENT SHALL ENSURE THAT TRAFFIC CONTROL MEASURES ARE IMPLEMENTED AS NEEDED. ANY WORK IN CITY RIGHT-OF-WAY REQUIRES A PERMIT FROM THE CITY'S TRAFFIC ENGINEERING DIVISION.
- 5. ANY WORK IN OR AFFECTING TXDOT ROAD RIGHT-OF-WAY REQUIRES REVIEW, APPROVAL AND/OR PERMIT FROM TXDOT AS APPLICABLE.
- ALL PUBLIC IMPROVEMENTS SHALL BE WARRANTED BY THE DEVELOPER PER UNIFIED DEVELOPMENT CODE (UDC) SECTION 8.1.6 FROM THE DATE OF ACCEPTANCE OF THOSE IMPROVEMENTS BY THE DIRECTOR OF ENGINEERING.
- 7. APPROVAL FOR PUBLIC IMPROVEMENTS PERTINENT TO PLATTING REQUIREMENTS OF A FINAL PLAT SHALL EXPIRE IF THE FINAL PLAT EXPIRES. A FINAL PLAT EXPIRES SIX (6) OR TWELVE (12) MONTHS FROM THE DATE OF ITS APPROVAL BY PLANNING COMMISSION IF IMPROVEMENTS HAVE NOT BEEN INITIATED AND SUBSTANTIAL PROGRESS CONTINUED TOWARDS COMPLETION UNLESS AN EXTENSION HAS BEEN GRANTED BY ENGINEERING
- 8. APPROVAL FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH A BUILDING PERMIT SHALL EXPIRE IF THE BUILDING PERMIT EXPIRES. A BUILDING PERMIT EXPIRES 180 DAYS FROM THE DATE OF ISSUANCE UNLESS AN EXTENSION HAS BEEN GRANTED BY BUILDING INSPECTIONS.
- A PERMIT IS REQUIRED FOR ANY EXCAVATION IN PUBLIC RIGHT OF WAY. EXCAVATION MEANS AN ACTIVITY THAT CUTS, PENETRATES, OR BORES UNDER ANY PORTION OF THE PUBLIC WAY THAT HAS BEEN IMPROVED WITH A PAVED SURFACE FOR STREET, SIDEWALK, SURFACE DRAINAGE, OR RELATED PUBLIC TRANSPORTATION INFRASTRUCTURE PURPOSES. PERMITS WILL NOT BE ISSUED FOR EXCAVATION IN ANY PUBLIC WAY THAT HAS BEEN CONSTRUCTED, RECONSTRUCTED, REPAVED, OR RESURFACED IN THE PRECEDING PERIOD OF FIVE YEARS FROM THE DATE OF ACCEPTANCE BY THE
- 10. ANY EXCAVATIONS ALLOWED BY THE DIRECTOR OF DEVELOPMENT SERVICES ON CONCRETE STREETS MUST BE PERFORMED IN SUCH A WAY THE
- 11. ELECTRICAL CASING PIPES SHALL BE PVC SCHEDULE 40 PIPE, SOLVENT WELD, CAPPED EACH END (WITHOUT SOLVENT WELD AT END CAPS). CASINGS ARE FOR FUTURE ELECTRICAL WIRE/CABLES TO BE INSERTED BY OTHERS. SIZE OF CASINGS AND PLACEMENT LOCATIONS SHALL BE MADE PURSUANT TO THE REQUIREMENTS OF CPL. PLACE ELECTRICAL CASINGS AND BACKFILL IN ACCORDANCE WITH ALL REQUIREMENTS FOR SANITARY SEWER SERVICE LINES. INSTALL CASING PIPES WITH A MINIMUM OF 4' OF COVER FROM FINISHED SURFACE. CONTRACTOR SHALL CONTACT CPL TO DETERMINE THE LOCATION OF CASINGS REQUIRED BY AEP.
- 12. SUBSIDIARY WORK: IN THE COURSE OF FURNISHING OR CONSTRUCTING A COMPLETE WORK OR IMPROVEMENT, CERTAIN WORK MAY BE NECESSARY WHICH IS SUBSIDIARY TO THE ITEMS WHICH ARE ESTABLISHED AS PAY ITEMS. SOME SUCH SUBSIDIARY WORK MAY BE SHOWN AND SPECIFIED IN DETAIL IN THE PLANS AND SPECIFICATIONS, OTHER WORK MAY BE LESS COMPLETELY SHOWN, AND OTHER SUCH WORK WHICH IS ENTIRELY NECESSARY FOR THE SATISFACTORY COMPLETION OF THE WORK AS A WHOLE MAY NOT BE NOTED ON THE PLANS OR IN THE SPECIFICATIONS. IT SHALL BE THE DUTY OF THE CONTRACTOR TO CARRY OUT ALL SUCH SUBSIDIARY WORK AS IF FULLY SHOWN, AND THE COST OF SUCH WORK SHALL BE MADE SUBSIDIARY TO THE ESTABLISHED PAY ITEM.
- 13. ALL CONSTRUCTION PROCEDURES, TESTING PROCEDURES AND CONSTRUCTION MATERIALS AND APPURTENANCES SHALL ADHERE AND BE IN COMPLIANCE OF THE LATEST REVISIONS OF THE CITY OF CORPUS CHRISTI INFRASTRUCTURE DESIGN MANUAL, UNIFIED DEVELOPMENT CODE, CODE OF ORDINANCES, TCEQ AND ANY OTHER LOCAL. STATE AND FEDERAL CODE OFF JURISDICTION OF THIS PROJECT FOR THE DURATION OF THE PROJECT.
- 14. THESE PLANS HAVE BEEN DEVELOPED AND ENGINEERED TO MEET ALL LOCAL, STATE AND FEDERAL CODES INCLUDING BUT NOT LIMITED TO THE LATEST ADOPTION OF THE IDM, CODE OF ORDINANCES COCC, ICC AND TCEQ TO THE BEST OF THE EOR'S KNOWLEDGE AT THE TIME OF SIGNING AND SEALING. THESE PLANS HAVE ALSO BEEN THOROUGHLY REVIEWED BY CITY ENGINEERS.



SHEET	INDEX	
SHEET	1	COVER SHEET AND MISCELLANEOUS INFORMATION
SHEET	2	PAVING, GRADING AND DRAINAGE PLAN & PROFILE, SWOMP
SHEET	3	PAVING, GRADING AND DRAINAGE PLAN AND PROFILE
SHEET	4	SANITARY SEWER AND WATER PLAN AND PROFILE
SHEET	5	SANITARY SEWER AND WATER PLAN AND PROFILE
SHEET	6	STREET SIGN AND LIGHT POLE PLAN, ESTIMATE SUMMARY
SHEET	7	STREET SIGN AND LIGHT POLE PLAN
SHEET	8	STREET, SIDEWALK AND DRAINAGE DETAILS
SHEET	9	PCCP JOINTING PLAN
SHEET	10	PCCP JOINTING PLAN
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SHEET	12	STORM WATER POLLUTION PREVENTION PLAN, SHEET 2 OF 3
SHEET	13	STORM WATER POLLUTION PREVENTION PLAN, SHEET 3 OF 3
SHEET	14	TXDOT AND CITY SIGN AND PAVEMENT MARKING REQUIREMENTS AND DETAILS
SHEET	15	CITY STORM WATER STANDARD DETAILS
SHEET	16	CITY WASTE WATER STANDARD DETAILS
SHEET	17	CITY WATER STANDARD DETAILS
SHEET	18	CITY CURB RAMP STANDARDS

DEVELOPER:

MOSES MOSTAGHASI P.O. BOX 331308, CORPUS CHRISTI, TEXAS 774-3832





BENCHMARK CORNER CONCRETE HEADWALL FOR BOX CULVERT IN RAND MORGAN ROAD, EL 62 14, SEE SHEET 3

BENCHMARK TOP CENTER OF SSMH

IN RHUMBA TRAIL. E 62. 92, SEE SHEET 4

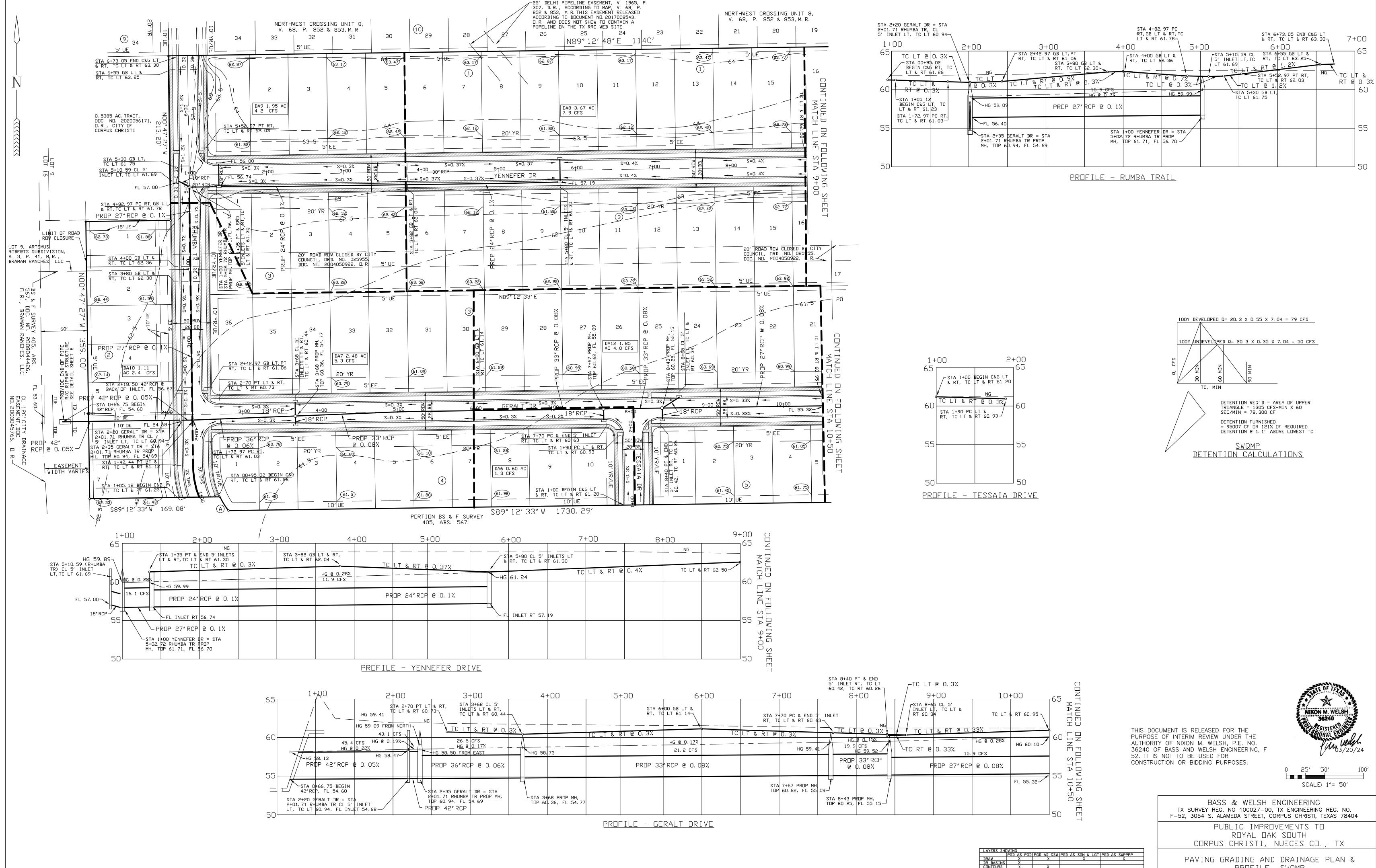
BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404

> PUBLIC IMPROVEMENTS TO ROYAL OAK SOUTH CORPUS CHRISTI, NUECES CO., TX

COVER SHEET AND MISCELLANEOUS INFORMATION

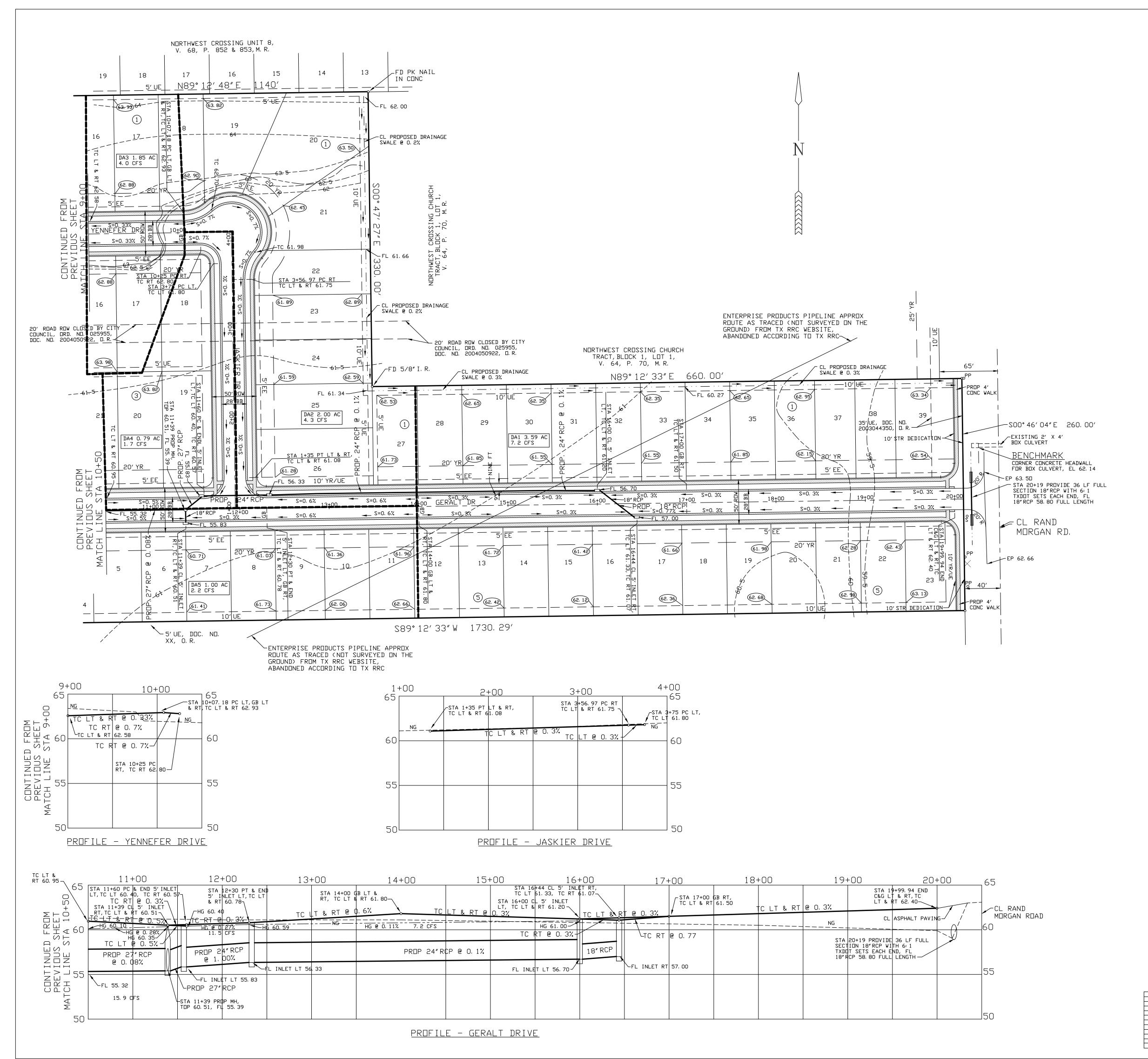
PLOT SCALE: 1" = 50'SCALE (H): AS SHOWN SCALE (V): AS SHOWN

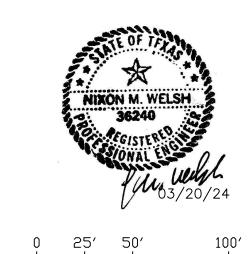
COM. NO. JOB NO. 21038 DATE PLOTTED 3/20/24 SHEET 1 OF 18



PROFILE, SWQMP

PLOT SCALE: 1" = 50'
SCALE (V): SAME
SCALE (V): NONE
DATE PLOTTED 03/20/24 SHEET 2 OF 18





SCALE: 1"= 50'

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BASS & WELSH ENGINEERING

TX SURVEY REG. NO 100027-00, TX ENGINEERING REG. NO.

F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO ROYAL OAK SOUTH CORPUS CHRISTI, NUECES CO., TX

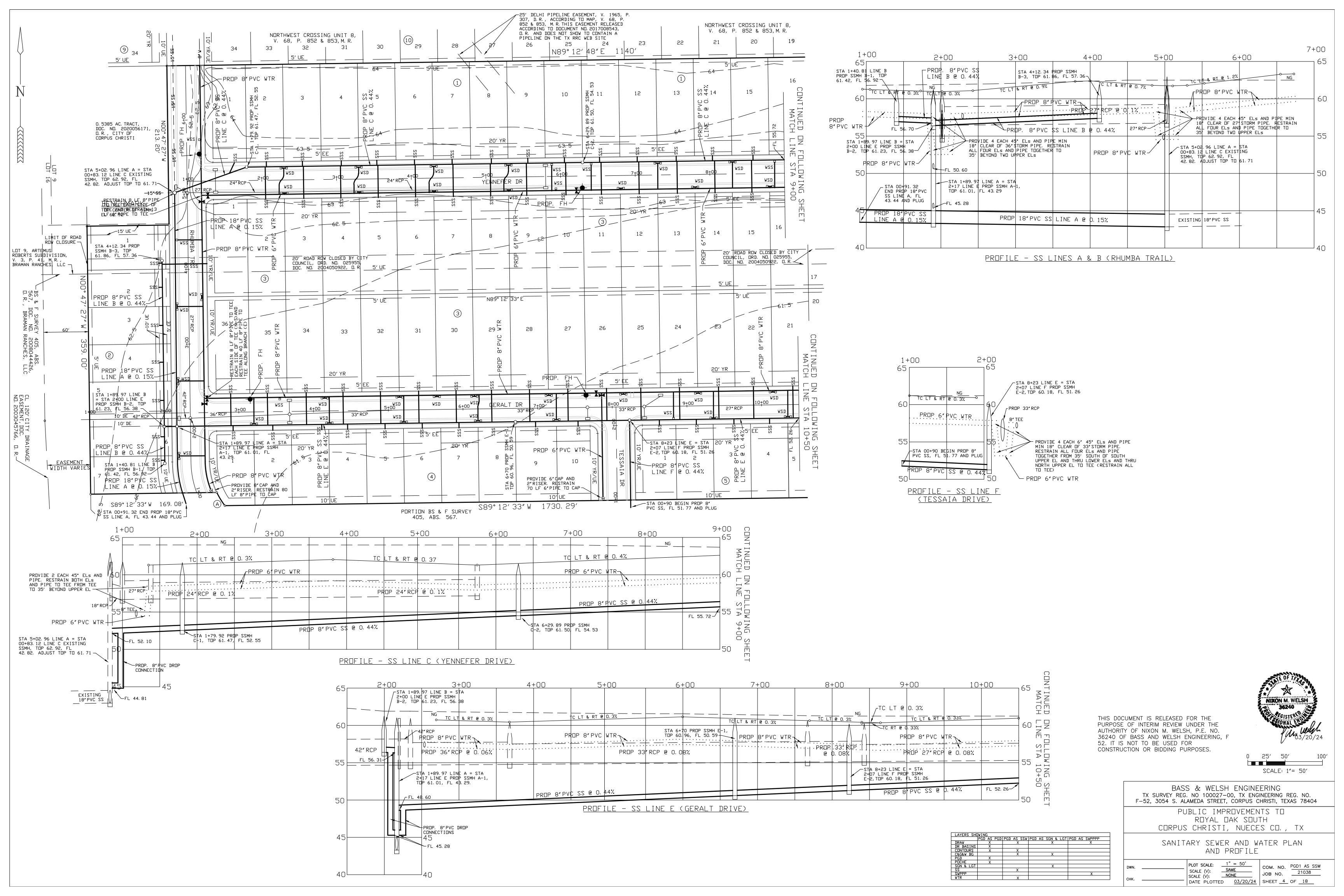
PAVING, GRADING AND DRAINAGE PLAN AND PROFILE

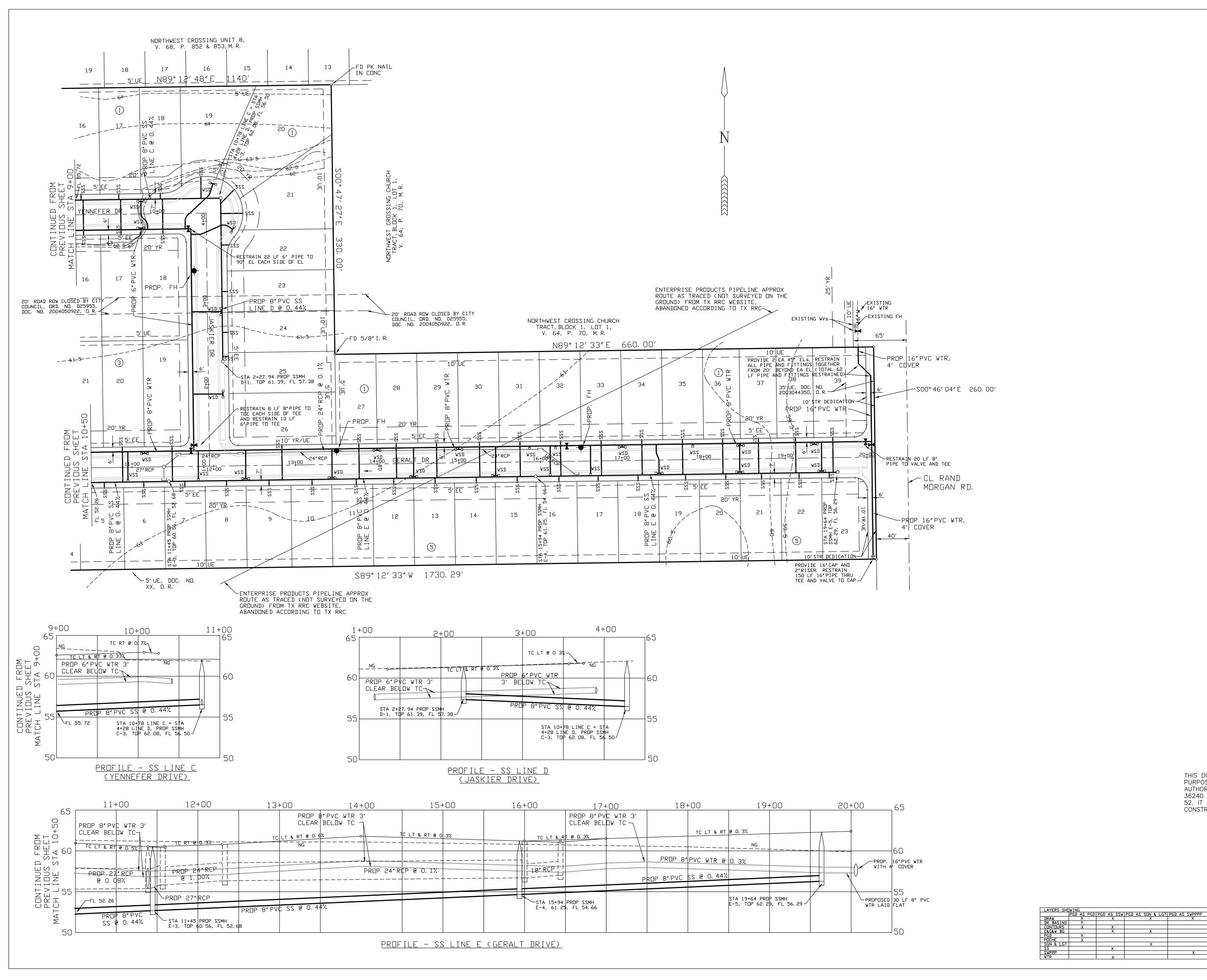
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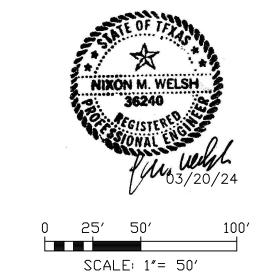
SCALE (V): SAME

SCALE (V): NONE

DATE PLOTTED 03/20/24 SHEET 3 OF 18







BASS & WELSH ENGINEERING

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

PUBLIC IMPROVEMENTS TO ROYAL DAK SOUTH CORPUS CHRISTI, NUECES CO., TX

SANITARY SEWER AND WATER PLAN AND PROFILE

PLOT SCALE: 1" = 50'

SCALE (V): SAME
SCALE (V): NONE
DATE PLOTTED 03/20/24 SHEET 5 OF 18



# ESTIMATE SUMMARY

STR	STREET AND SURFACE ITEMS			
ITEM	DESCRIPTION	QUANTITY	UN	
1	6" R/C HEADER CURB	7285	LF	
2	6" PCCP	11834	SY	
3	4" THICK R/C WALK	29603	SF	
4	8" LIME STABILIZED SUBGRADE	13450	SY	
5	CLEARING AND GRUBBING	22	AC	
6	EXCAVATION	1	LS	
7	POLE WITH SIGNS	6	EA	
8	OBJECT MARKERS, SET OF 4	2	EA	

STORM SEWER ITEMS				
ITEM	M DESCRIPTION QUANTITY UNIT			
1	18" RCP	222	LF	
2	24" RCP	737	LF	
3	27" RCP	644	LF	
4	33" RCP	467	LF	
5	36" RCP	129	LF	
6	42" RCP	164	LF	
7	MANHOLE	6	EA	
8	END OF PIPE R/C RIPRAP STRUCTURE	1	EA	
9	5' INLET	16	EA	
10	TXDOT SET FOR 18" RCP	2	EA	

SANIT	ARY SEWER ITEMS REIMBURSABLE BY CITY		
ITEM	DESCRIPTION	QUANTITY	UNIT
1	18" PVC PIPE	412	LF
2	MANHOLE	1	EA
3	TRENCH SAFETY FOR EXCAVATIONS	412	LF

SANIT	ARY SEWER ITEMS	
ITEM	DESCRIPTION	Q
1	8" PVC PIPE	7

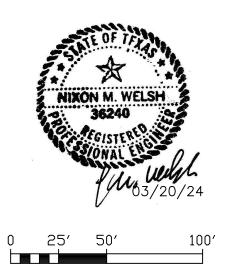
ı	SAMI	ART SEWER HEMS		
	ITEM	DESCRIPTION	QUANTITY	UNIT
1	1	8" PVC PIPE	3188	LF
1	2	8" PVC DROP CONNECTION PIPE	23	LF
	3	MANHOLE	11	EA
	4	4" OR 6" PVC SERVICE	115	EA
ı				

WATER ITEMS REIMBURSABLE BY CITY									
ITEM	DESCRIPTION QUANTITY UNIT								
1	16" PVC PIPE	365	LF						
2	16" CAP TAPPED FOR 2"	1	EA						
3	16" EL, ANY ANGLE	4	EA						
4	16" X 8" TEE	1	EA						

ITEM	DESCRIPTION	QUANTITY	UNIT
1	8" PVC PIPE	2324	LF
2	8" GATE VALVE W/BOX	6	EA
3	8" TEE	9	EA
4	8" EL, ANY ANGLE	8	EA
5	6" PVC PIPE	1194	LF
6	6" GATE VALVE W/BOX	11	EA
7	6" EL, ANY ANGLE	10	EA
8	6" DIA X 30" PVC PIPE NIPPLE	21	EA
9	FIRE HYDRANT ASSY	7	EA
10	DOUBLE OR SINGLE WATER SERVICE	62	EA

MISCE	LLANEOUS ITEMS		
ITEM	DESCRIPTION QUANTITY	UNIT	
1	TRAFFIC CONTROL AND BARRICADING PLAN AND PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION)	1	LS
2	TRENCH SAFETY FOR EXCAVATIONS (SANITARY SEWER AND STORM SEWER PIPES OF ALL SIZES)	9426	LF
3	4" PVC CONDUIT FOR AEP	500	LF
4	STORM WATER POLLUTION PREVENTION	1	LS

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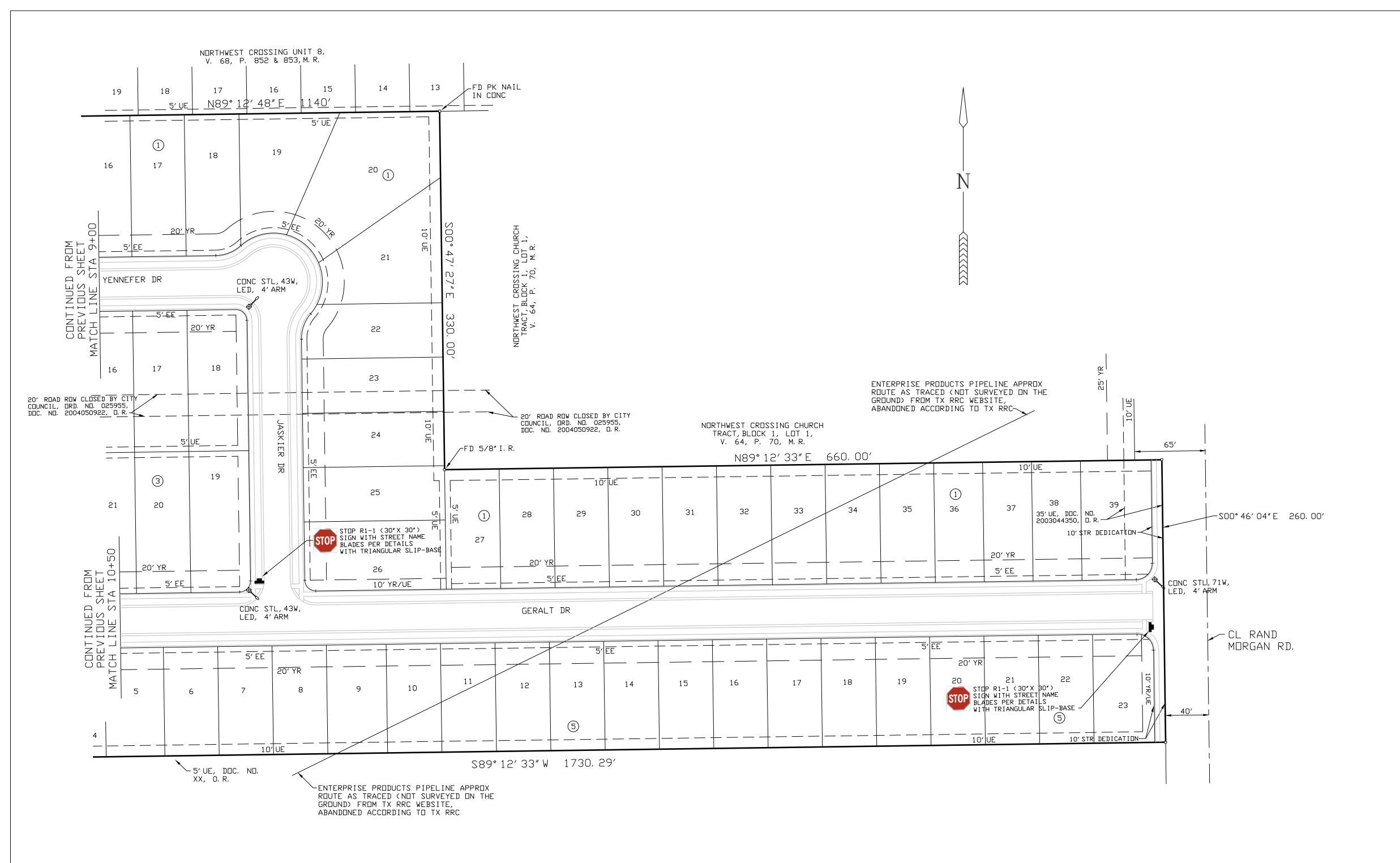
BASS & WELSH ENGINEERING
TX SURVEY REG. NO 100027-00, TX ENGINEERING REG. NO.
F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404
PUBLIC IMPROVEMENTS TO

ROYAL DAK SOUTH CORPUS CHRISTI, NUECES CO., TX

STREET SIGN AND LIGHT POLE PLAN ESTIMATE SUMMARY

wn	PLOT SCALE: 1" = 50'  SCALE (V): SAME  NONE	COM. NO.	PGD1 AS S 8
HK	JUALE (V):	SHEET 6	OF <u>18</u>

LAYERS SHOWING													
	PGD AS P	GD PGI	2A (	SSW	PGD	AS	SGN	& L	LGT	PGD	AS	SWPPPP	
DRAW	X		Х				Х					X	
DR BASINS	X												
CONTOURS	X		Х										
C&G&W BG			Х				Х						
PGD	X												
POCHE	X												
SGN & LGT							X						
22			Х										





0 25′ 50′ 100′ SCALE: 1″= 50′

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BASS & WELSH ENGINEERING

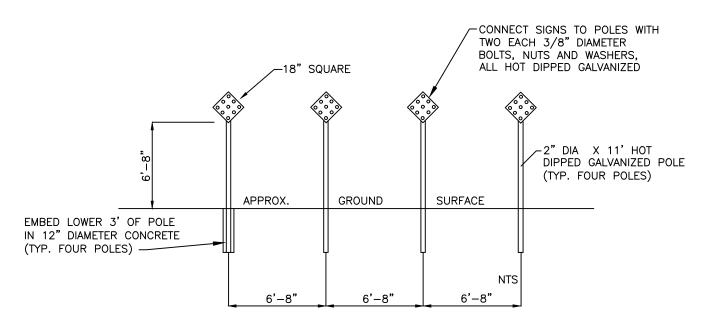
TX SURVEY REG. NO 100027-00, TX ENGINEERING REG. NO.

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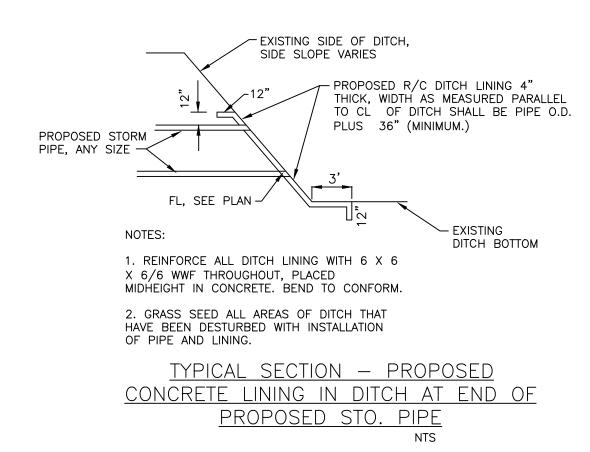
PUBLIC IMPROVEMENTS TO ROYAL DAK SOUTH CORPUS CHRISTI, NUECES CO., TX

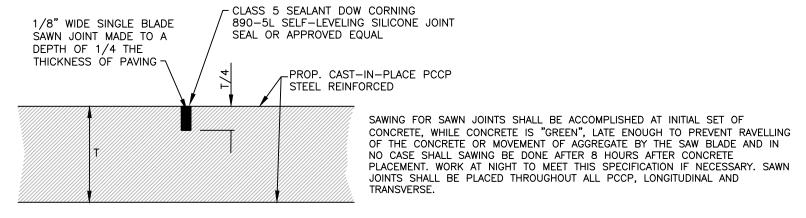
STREET SIGN AND LIGHT POLE PLAN

LAYERS SHOWING														
	PGD AS	PGD	PGD	AS	SSM	PGD	AS	SGN	&	LGT	PGD	AS	SWPPPP	
DRAW	X			Х				Х					X	
DR BASINS	X													
CONTOURS	l x			Х										
C&G&W BG				Х				Х						
PGD	X													
POCHE	l x													
SGN & LGT								X						
22				X										
SWPPP													X	
WTR				V										

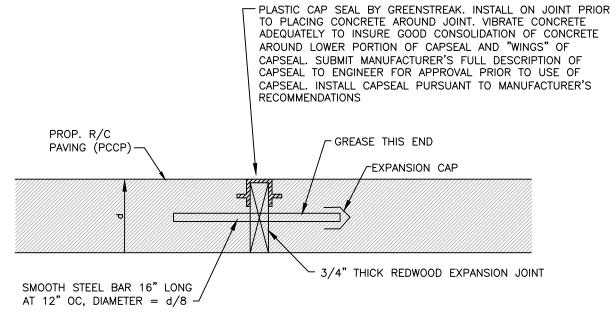


<u>DETAIL — END OF ROAD BARRICADE</u> INSTALLATION (OBJECT MARKERS OM4-2) <u>NTS</u>



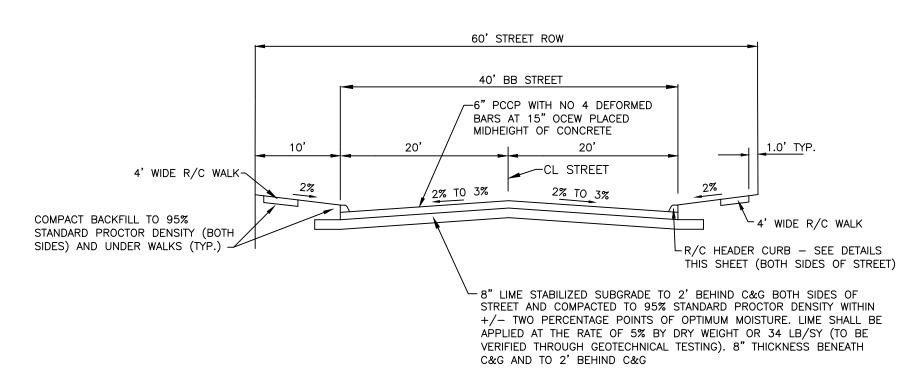


PCCP CONTRACTION (SAWN) JOINT DETAIL

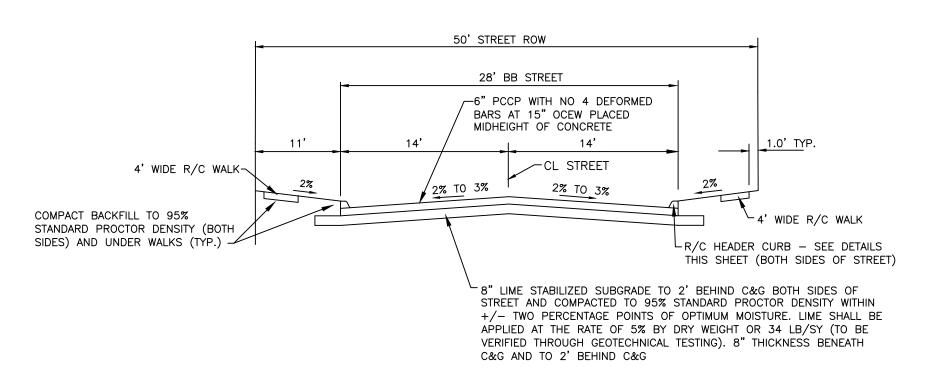


# PCCP (PORTLAND CEMENT CONCRETE PAVING) NOTES

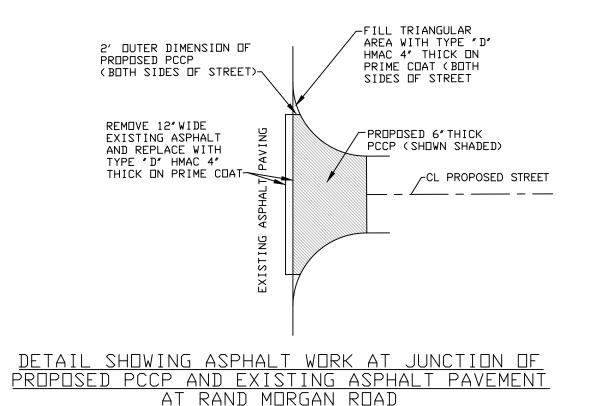
- ALL PROPOSED PCCP SHALL BE PORTLAND CEMENT CONCRETE PAVING OF 6" THICKNESS. ALL PROPOSED PUBLIC STREETS SHALL BE PAVED WITH 4,000 PSI COMPRESSIVE STRENGTH CONCRETE AT 28 DAYS.
- ALL PROPOSED PCCP SHALL OVERLAY PROPOSED 8" LIME STABILIZED AND COMPACTED NATURAL SOIL AT THE SITE.
- CONTRACTION JOINTS SHALL BE PLACED PARALLEL OR PERPENDICULAR TO THE LONG AXIS (CENTER LINE) OF ALL PROPOSED STREETS EXCEPT WHERE SHOWN OTHERWISE AT MANHOLES AND STREET INTERSECTIONS. JOINTS ARE SHOWN IN THE FOLLOWING TWO JOINTING PLAN SHEETS. ALL CONTRACTION JOINTS SHALL BE SAWN OR TROWELED UNLESS INDICATED OTHERWISE. ALL TRANSVERSE JOINTS SHALL BE CONSTRUCTED (PLACED) TO BACK OF CURB (PLACED IN ALL CURBS). JOINTS IN CURBS SHALL BE CONSTRUCTED (PLACED) AT THE INSIDE FACE OF CURB, THE TOP OF CURB AND THE BACK FACE OF CURB.
- LONGITUDINAL JOINTS SHALL BE PLACED THE FULL LENGTH ALONG THE STREET CENTER LINES FOR 28' BB STREETS AND THE FULL LENGTH ALONG THIRD POINTS (12' TO LIP OF GUTTER) FOR 40' BB STREETS, EXCEPT WHERE SHOWN OTHERWISE AT STREET INTERSECTIONS. TRANSVERSE JOINTS SHALL BE PLACED AT 12' CENTERS EXCEPT WHERE SHOWN OTHERWISE. LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE

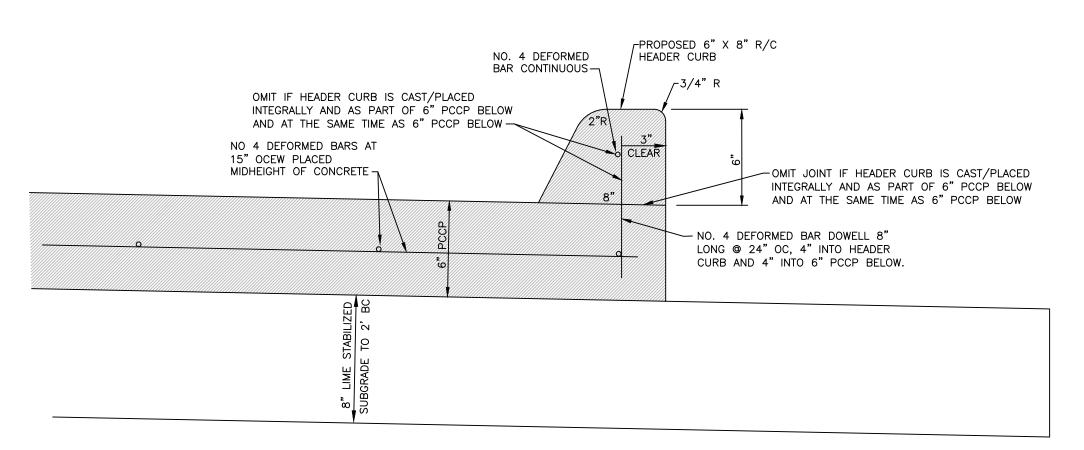


TYPICAL STREET SECTION - 60' ROW



TYPICAL STREET SECTION - 50' ROW





TYPICAL PAVING SECTION SHOWING HEADER CURB DETAILS NTS

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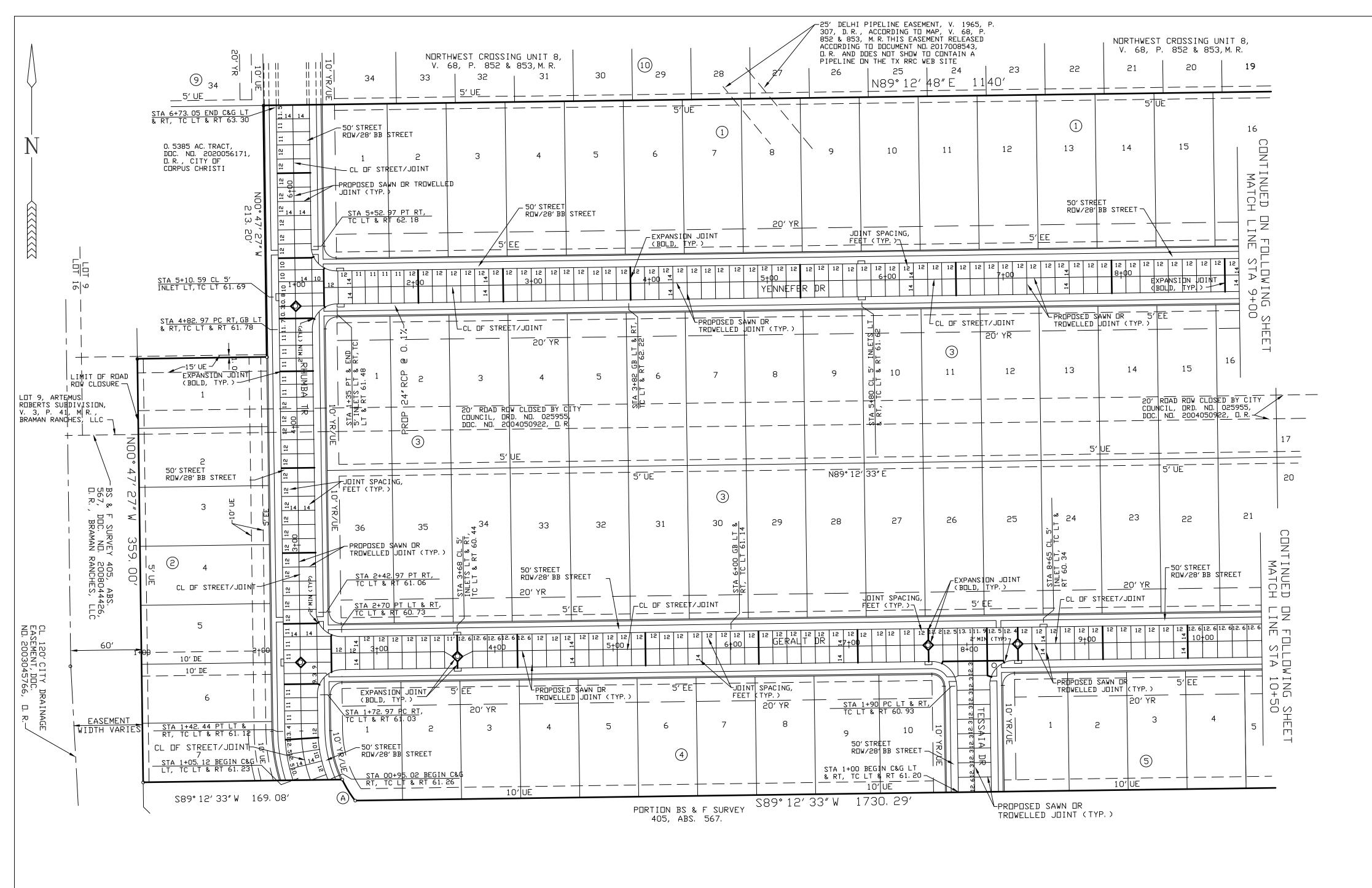
CORPUS CHRISTI, NUECES CO., TX

PUBLIC IMPROVEMENTS TO ROYAL OAK SOUTH

STREET, SIDEWALK AND DRAINAGE DETAILS

PLOT SCALE: 1" = 50'
SCALE (H): AS SHOWN SCALE (V): AS SHOWN JOB NO. 21038 \_\_\_\_ DATE PLOTTED 03/20/24 SHEET 8 OF 18

COM. NO. 8 STR-DET





0 25′ 50′ 10 SCALE: 1″= 50′

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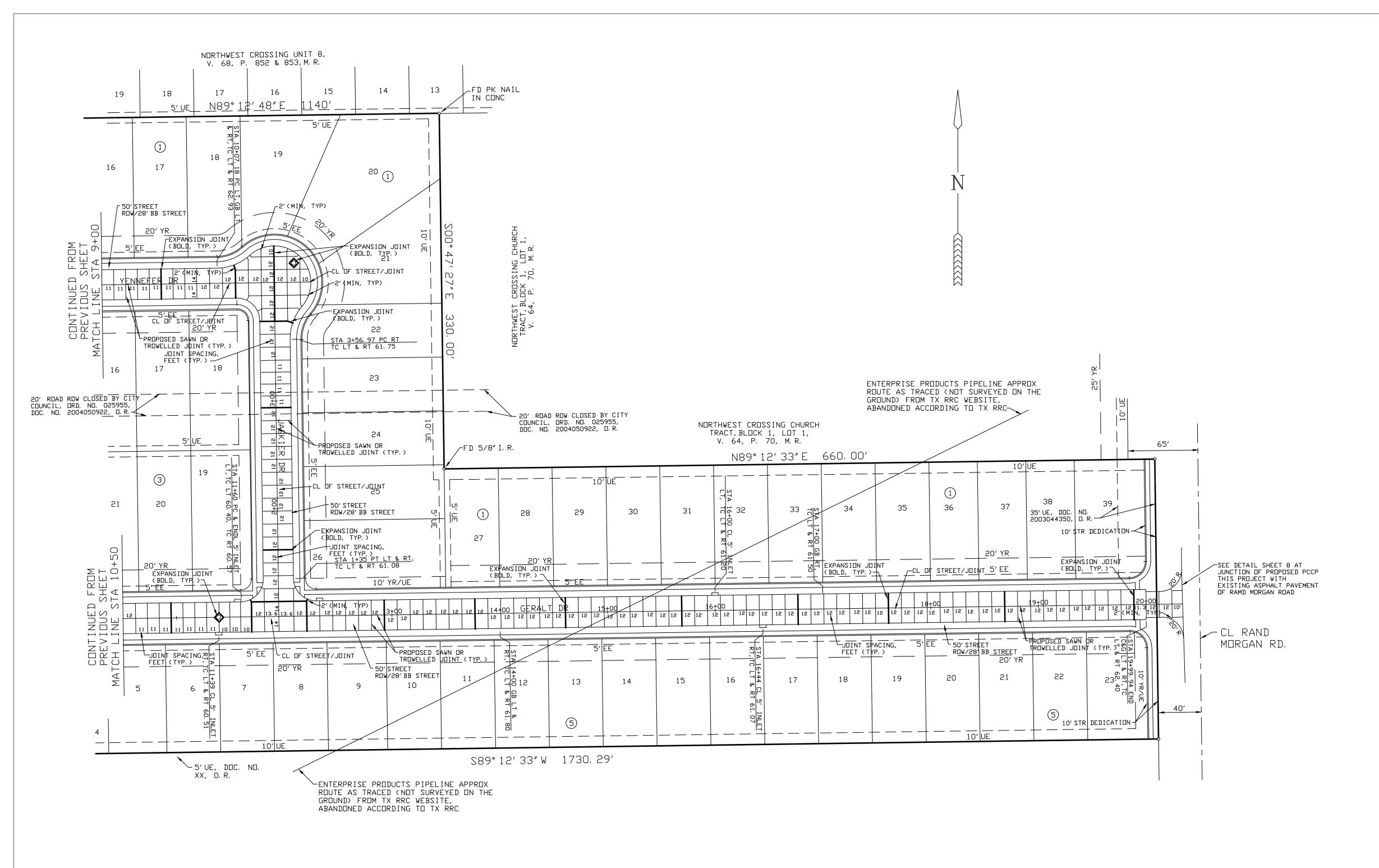
PUBLIC IMPROVEMENTS TO ROYAL OAK SOUTH CORPUS CHRISTI, NUECES CO., TX

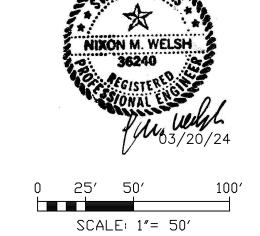
PCCP JOINTING PLAN

PLOT SCALE: 1" = 50'

SCALE (V): SAME
SCALE (V): NONE

DATE PLOTTED 03/20/24 SHEET 9 OF 18





BASS & WELSH ENGINEERING

TX SURVEY REG. NO 100027-00, TX ENGINEERING REG. NO.

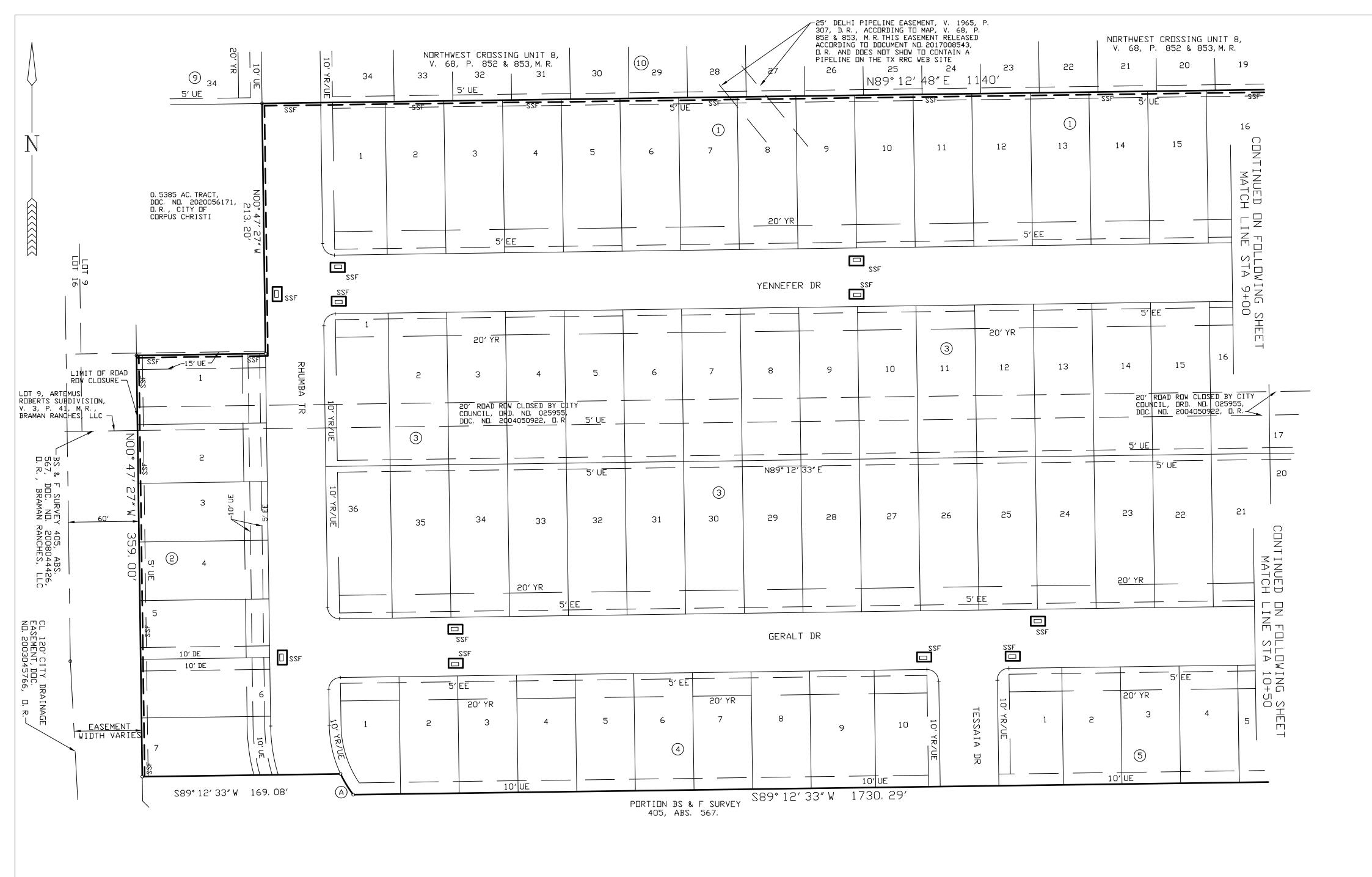
F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404

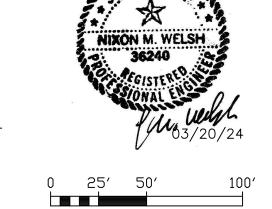
PUBLIC IMPROVEMENTS TO ROYAL DAK SOUTH CORPUS CHRISTI, NUECES CO., TX

PCCP JOINTING PLAN

PLOT SCALE: 1" = 50'

SCALE (V): SAME
SCALE (V): NONE
DATE PLOTTED 03/20/24 SHEET 10 OF 18





SCALE: 1"= 50'

BASS & WELSH ENGINEERING

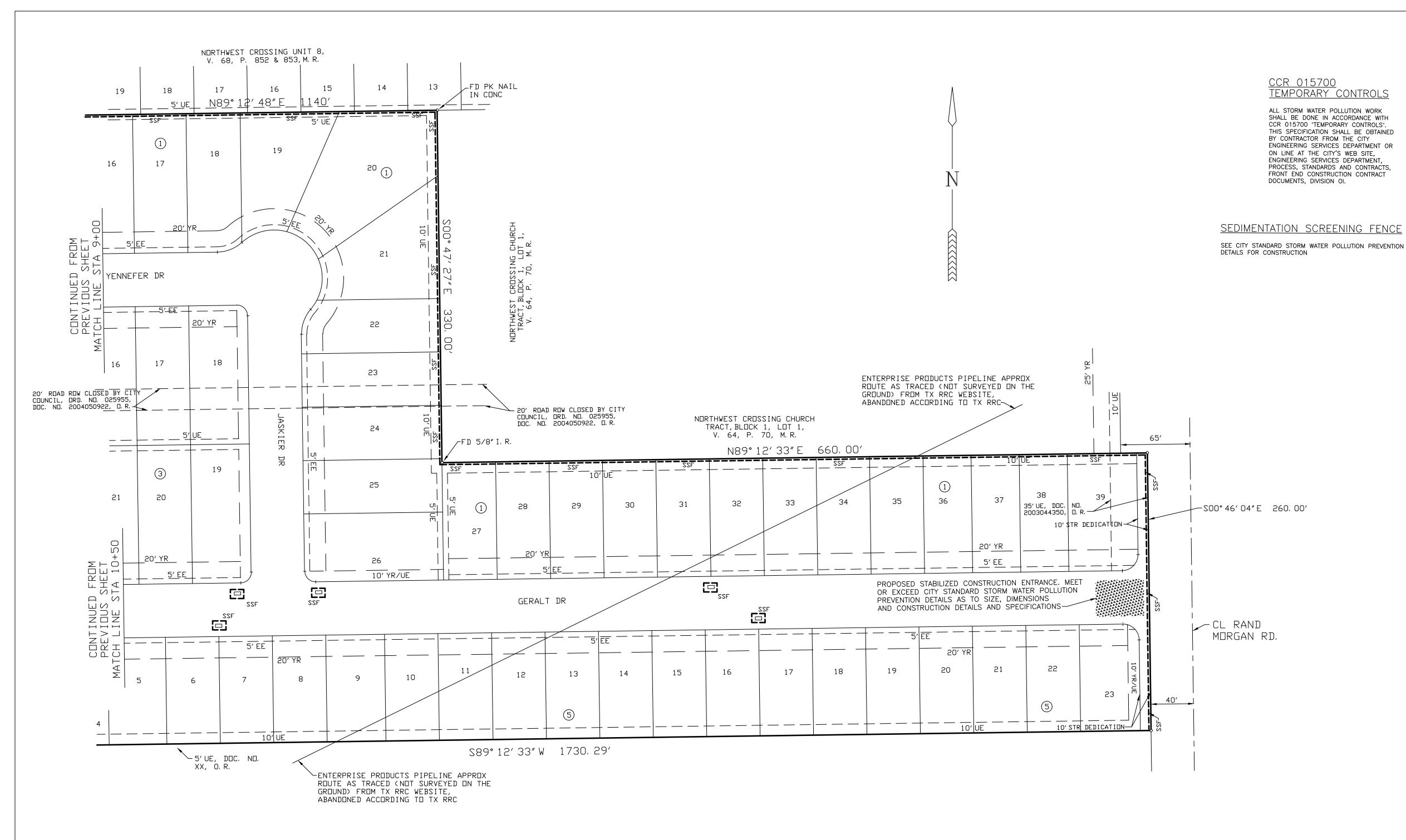
TX SURVEY REG. NO 100027-00, TX ENGINEERING REG. NO.

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PUBLIC IMPROVEMENTS TO ROYAL DAK SOUTH CORPUS CHRISTI, NUECES CO., TX

STORM WATER POLLUTION PREVENTION PLAN
SHEET 1 OF 3

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WN	SCALE (V):	COM. NO. PGD1 AS SW JOB NO. 21038
HK	SCALE (V): NONE  DATE PLOTTED 03/20/24	SHEET 11 OF 18



# POLLUTION PREVENTION NOTES

- 1. CONSTRUCTION ENTRANCE CONSTRUCT A PROPOSED 28' X 30' CONSTRUCTION ENTRANCE CONSISTING OF AN AREA SURFACED WITH CRUSH STONE OR GRAVEL OF SIZE 2" TO 4". THE GRAVEL OR CRUSHED STONE SHALL BE PLACED IN A MINIMUM 6" THICK LAYER AND SHALL OVERLAY A LAYER OF FILTER CLOTH MEETING THE SAME REQUIREMENTS AS FOR SILT FENCE. CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION ENTRANCE IN GOOD CONDITION THROUGHOUT THE DURATION OF THE PROJECT AND SHALL REMOVE MUD OR OTHER DEBRIS FROM THE CONSTRUCTION ENTRANCE PERIODICALLY DURING THE PROJECT.
- 2. CONSTRUCTION EQUIPMENT TRACKING CONTRACTORS SHALL ENSURE THAT NO MUD OR ANY OTHER DEBRIS BE TRACKED ONTO ANY PAVED STREETS IN THE AREA OF THIS PROJECT. SHOULD ANY MUD OR OTHER DEBRIS BE TRACKED ONTO PAVED STREETS, CONTRACTOR SHALL IMMEDIATELY CLEANUP SAME AT HIS OWN EXPENSE.
- 3. SILT SCREENS CONSTRUCT SILT SCREENS AT LOCATIONS AS SHOWN IN THE PLANS. ALL SILT SCREENS SHALL MEET THE REQUIREMENTS OF CITY STANDARD SPECIFICATION 022420 "SILT FENCE". THE SILT FENCES SHALL BE INSPECTED THROUGHOUT THE CONSTRUCTION PERIOD ON A WEEKLY BASIS AND SHALL BE REPAIRED/REPLACED AS NECESSARY
- 4. SOLID WASTE DISPOSAL ALL TRASH AND DEBRIS WILL BE HAULED TO AN APPROVED LANDFILL. NO CONSTRUCTION WASTE MATERIAL WILL BE BURIED ON-SITE. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES SHALL BE POSTED AT THE JOB SITE.
- 5. HAZARDOUS WASTE NO HAZARDOUS WASTE IS EXPECTED TO BE GENERATED OR ENCOUNTERED IN THIS PROJECT. IN THE EVENT THAT HAZARDOUS WASTE IS ENCOUNTERED, ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS OR BY THE MANUFACTURER.
- 6. SPILL PREVENTION THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNDER. AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THIS JOB. ALL MATERIALS STORED ONSITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE. PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL. SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY OF THE MANUFACTURER. WHENEVER POSSIBLE, ALL OF THE PRODUCT WILL BE USED UP BEFORE DISPOSING THE CONTAINER. MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED. THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS ONSITE. FUELING OF CONSTRUCTION VEHICLES SHALL BE MADE A MINIMUM OF 200' AWAY FROM ANY DRAINAGE INLET OR SWALE.
- 7. PAY FOR SILT SCREEN FENCES, STABILIZED CONSTRUCTION ENTRANCE AND ALL POLLUTION PREVENTION MEASURES OF ALL TYPES IN UNIT PRICE OF "STORM WATER POLLUTION PREVENTION".
- 8. CONTRACTOR SHALL ENSURE DUST ON THE SITE IS CONTROLLED (NOT ALLOWED TO BLOW TO ADJACENT PROPERTY) BY DAMPENING DURING CONSTRUCTION.
- 9. CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT ANYWHERE ON THE PROJECT SITE UNLESS THE SURPLUS CONCRETE OR DRUM WASH WATER IN CONCRETE TRUCKS IS DISCHARGED AT A FACILITY ON THE CONSTRUCTION SITE THAT WILL RETAIN ALL CONCRETE WASH WATERS OR LEACHATES, INCLUDING ANY WASH WATERS OR LEACHATES MIXED WITH STORM WATER. CONCRETE WASH WATERS AND LEACHATES MAY NOT BE ALLOWED TO ENTER THE MUNICIPAL SEPARATE STORM SEWER SYSTEM, CITY STREETS, THE WATERS OF THE UNITED STATES, OR GROUND WATERS.
- 10. NON-CONCRETE TRUCK VEHICLES SHALL BE WASHED AT THE STABILIZED CONSTRUCTION ENTRANCE IN A MANNER TO REMOVE ALL MUD AND DEBRIS FROM THE TIRES.
- 11. THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) GENERAL PERMIT REQUIRES STABILIZATION MEASURES TO BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, AND MUST BE INITIATED IMMEDIATELY AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. CONSTRUCTION TEMPORARILY CEASED "IMMEDIATELY" MEANS AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE NEXT WORK DAY, EXCEPT WHERE TEMPORARY STABILIZATION IS INFEASIBLE, BUT TEMPORARY PERIMETER CONTROLS ARE UTILIZED INSTEAD; THE OPERATOR MUST DOCUMENT WHY STABILIZATION IS INFEASIBLE AND DEMONSTRATE THAT PERIMETERS CONTROLS WILL RETAIN SEDIMENT ONSITE. CONSTRUCTION PERMANENTLY CEASED "IMMEDIATELY" MEANS AS SOON AS PRACTICABLE, BUT NO MORE THAN 14 DAYS AFTER INITIATION, EXCEPT WHERE THE INITIATION OF PERMANENT STABILIZATION MEASURES IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.



0 25′ 50′ 10 SCALE: 1″= 50′

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	PGD	AS	PGD	PGD	AS	SSW	PGD	AS	SGN	&	LGT	PGD	AS	SWPPPP	
DRAW		Х			Х				Х					Х	
DR BASINS		Х													
CONTOURS		Х			Х										
C&G&W BG					Х				Х						
⊃GD		Х													
POCHE		Х													
SGN & LGT									X						
22					X										
SWPPP														X	
WTR					Y										

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PUBLIC IMPROVEMENTS TO

PUBLIC IMPROVEMENTS TO ROYAL DAK SOUTH CORPUS CHRISTI, NUECES CO., TX

STORM WATER POLLUTION PREVENTION PLAN
SHEET 2 OF 3

١.	PLOT SCALE: _	1" = 50'	COM. NO.	PGD2 AS SWF
	SCALE (V): - SCALE (V): -	SAME NONE	JOB NO.	21038
•	 DATE PLOTTED		SHEET 12	OF <u>18</u>

# SITE DESCRIPTION

NOT TO SCALE

PROJECT DESCRIPTION: CONSTRUCTION OF SINGLE-FAMILY RESIDENTIAL SUBDIVISION. THE PRIMARY ACTIVITIES WILL BE PAVEMENT CONSTRUCTION, EARTHWORK CONSTRUCTION, STORM SEWER AND UTILITY CONSTRUCTION AND LOT GRADING AND CLEARING AND GRUBBING

MAJOR SOIL DISTURBING ACTIVITIES: PAVEMENT AND EARTHWORK CONSTRUCTION, LOT GRADING & STORM SEWER AND UTILITY CONSTRUCTION

TOTAL PROJECT AREA: 20.261 ACRES

PROJECT LIMITS: ROYAL OAK SOUTH

TOTAL AREA TO BE DISTURBED: 20.3 ACRES

WEIGHTED RUNOFF COEFFICIENT (AFTER CONSTRUCTION): 55%

EXISTING CONDITION OF SOIL & VEGETATIVE COVER AND % OF EXISTING VEGETATIVE COVER:

SOIL CLASSIFICATION (USDA) - SOILS AT THE SUBJECT SITE ARE VICTORIA CLAY, 0 TO 1% SLOPES, VcA. SITE IS UNDER CULTICATION, INTERMITTENT VEGITATIVE COVER

NAME OF RECEIVING WATERS: OSO CREEK

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

- THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:
- 1. CONSTRUCT "SILT FENCE", CLEAR WORK AREA, INSTALL UTILITIES (WASTE WATER. STORM WATER AND POTABLE WATER), STREET EARTHWORK AND PAVING AND LOT
- 2. GRADE PROPOSED PAVEMENT TO SUBGRADE ELEVATION, COMPACT
- SUBGRADE CONSTRUCT PAVEMENT,
- 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, INLETS AND PIPES. CURB & GUTTER WILL CARRY THE RUNOFF TO THE COLLECTION POINTS (INLETS).

SOIL STABILIZATION PRACTICES:

- X TEMPORARY SEEDING
- \_\_\_\_ PERMANENT PLANTING, SODDING, OR SEEDING \_\_\_\_ MULCHING
- \_\_\_\_ SOIL RETENTION BLANKET
- \_\_\_\_ BUFFER ZONES \_\_\_\_ PRESERVATION OF NATURAL RESOURCES

OTHER: DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED (TEMPORARILY OR PERMANENT) SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITIES ARE SCHEDULED TO RESUME AND DO WITHIN 21 DAYS.

STRUCTURAL PRACTICES:

- X SILT FENCES
- \_\_\_\_ HAY BALE DAM
- \_\_\_\_ ROCK BERMS
- \_\_\_\_ DIVERSION, INTERCEPTOR, OR PERIMETER DIKES \_\_\_\_ DIVERSION, INTERCEPTIOR, OR PERIMETER SWALES
- \_\_\_\_ DIVERSION, DIKE AND SWALE COMBINATIONS
- \_\_\_\_ PIPE SLOPE DRAINS
- \_\_\_\_ PAVED FLUMES \_\_\_\_ ROCK BEDDING AT CONSTRUCTION EXIT
- \_\_\_\_ TIMBER MATTING AT CONSTRUCTION EXIT
- \_\_\_\_ CHANNEL LINERS
- \_\_\_\_ SEDIMENT TRAPS
- \_\_\_\_ SEDIMENT BASINS
- \_\_\_\_ STORM INLET SEDIMENT TRAP \_\_\_\_ STONE OUTLET STRUCTURES
- \_\_\_\_ CURBS AND GUTTERS
- \_\_\_\_ STORM SEWERS
- \_\_\_\_ VELOCITY CONTROL DEVICES

MAINTENANCE: <u>ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD</u> WORKING ORDER. IF A REPAIR IS NECESSARY, IT WILL BE DONE AT THE EARLIEST DATE POSSIBLE, BUT NO LATER THAN 7 CALENDER DAYS AFTER THE SURROUNDING EXPOSED GROUND HAS DRIED SUFFICIENTLY TO PREVENT FURTHER DAMAGE FROM HEAVY EQUIPMENT THE AREAS ADJACENT TO CREEKS AND DRAINAGEWAYS SHALL HAVE PRIORITY FOLLOWED BY

BY DEVICES PROTECTING STORM SEWER INLETS.

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

WASTE MATERIALS: CONTRACTOR SHALL PROVIDE A WASH OUT AREA FOR CONCRETE TRUCKS. THIS AREA SHALL BE AT A LOCATION THAT WILL NOT ALLOW ANY DEBRIS OR CONTAMINATION TO ENTER 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 SECURELY STORED UNTIL REMOVAL FROM JOBSITE. NO CONSTRUCTION WASTE MATERIAL SHALL BE BURIED ONSITE.

SANITARY WASTE: \_\_ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NECESSARY.

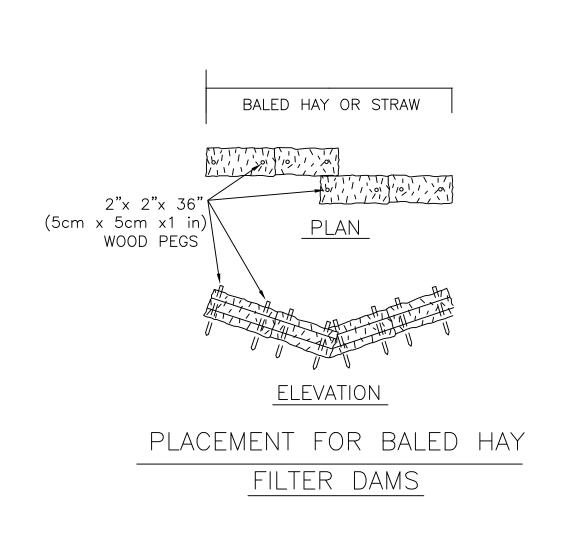
OFFSITE VEHICLE TRACKING:

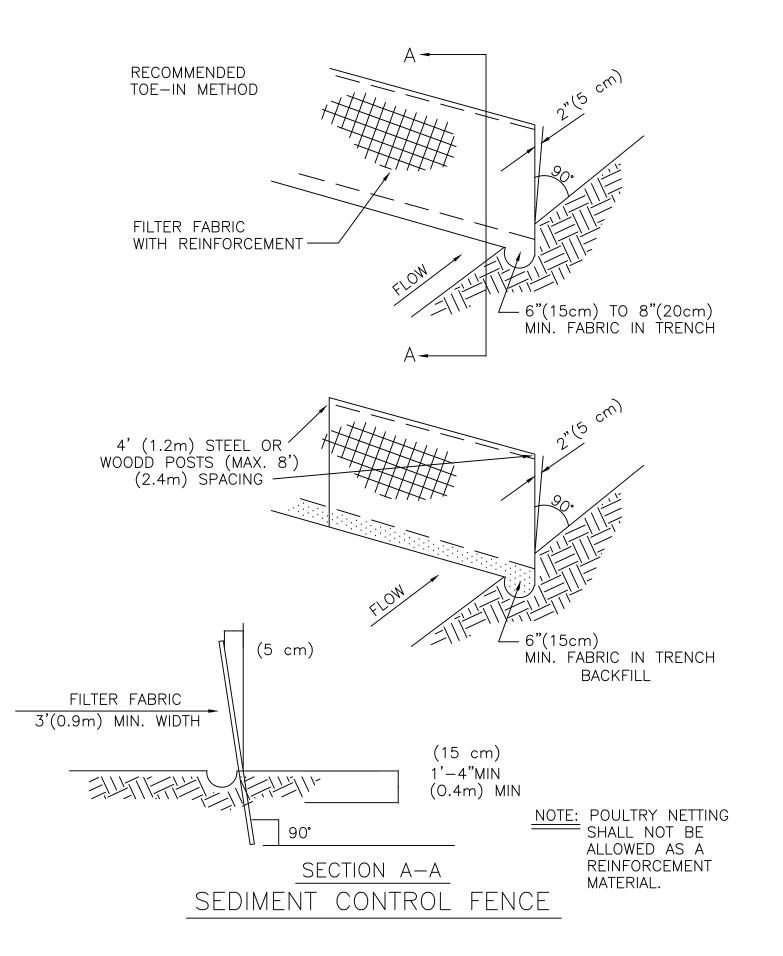
- \_\_\_\_\_ HAUL ROADS DAMPENED FOR DUST CONTROL
- \_ LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- X EXCESS DIRT ON ROAD REMOVED DAILY
- \_\_\_\_\_ STABILIZED CONSTRUCTION ENTRANCE

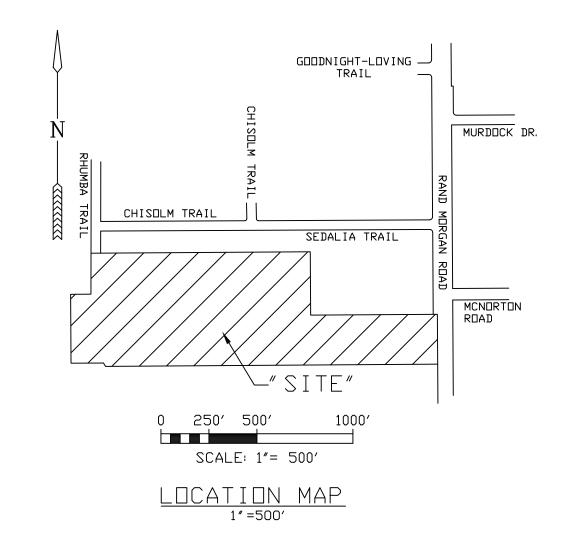
REMARKS: DISPOSAL AREAS, STOCKPILES, AND HAUL ROADS SHALL BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNT OF SEDIMENT THAT MAY ENTER RECEIVING WATERS. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATER BODY OR STREAMBED. CONSTRUCTION STAGING AREAS AND VEHICLE MAINTENANCE AREAS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN A MANNER TO MINIMIZE THE RUNOFF OF POLLUTANTS. ALL WATERWAYS SHALL BE CLEARED AS SOON AS POSSIBLE OF TEMPORARY EMBANKMENT, TEMPORARY BRIDGES, MATTING, FALSEWORK, PILING, DEBRIS OR OTHER OBSTRUCTIONS PLACED DURING

CONSTRUCTION OPERATIONS THAT ARE NOT A PART OF THE FINISHED WORK.

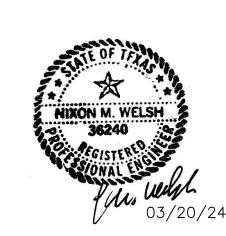
CONTRACTOR SHALL PROVIDE ALL PERMITS AND INSPECTIONS AS MAY BE REQUIRED BY TCEQ AND EPA. CONTRACTOR SHALL PROVIDE NOI AND NOT.







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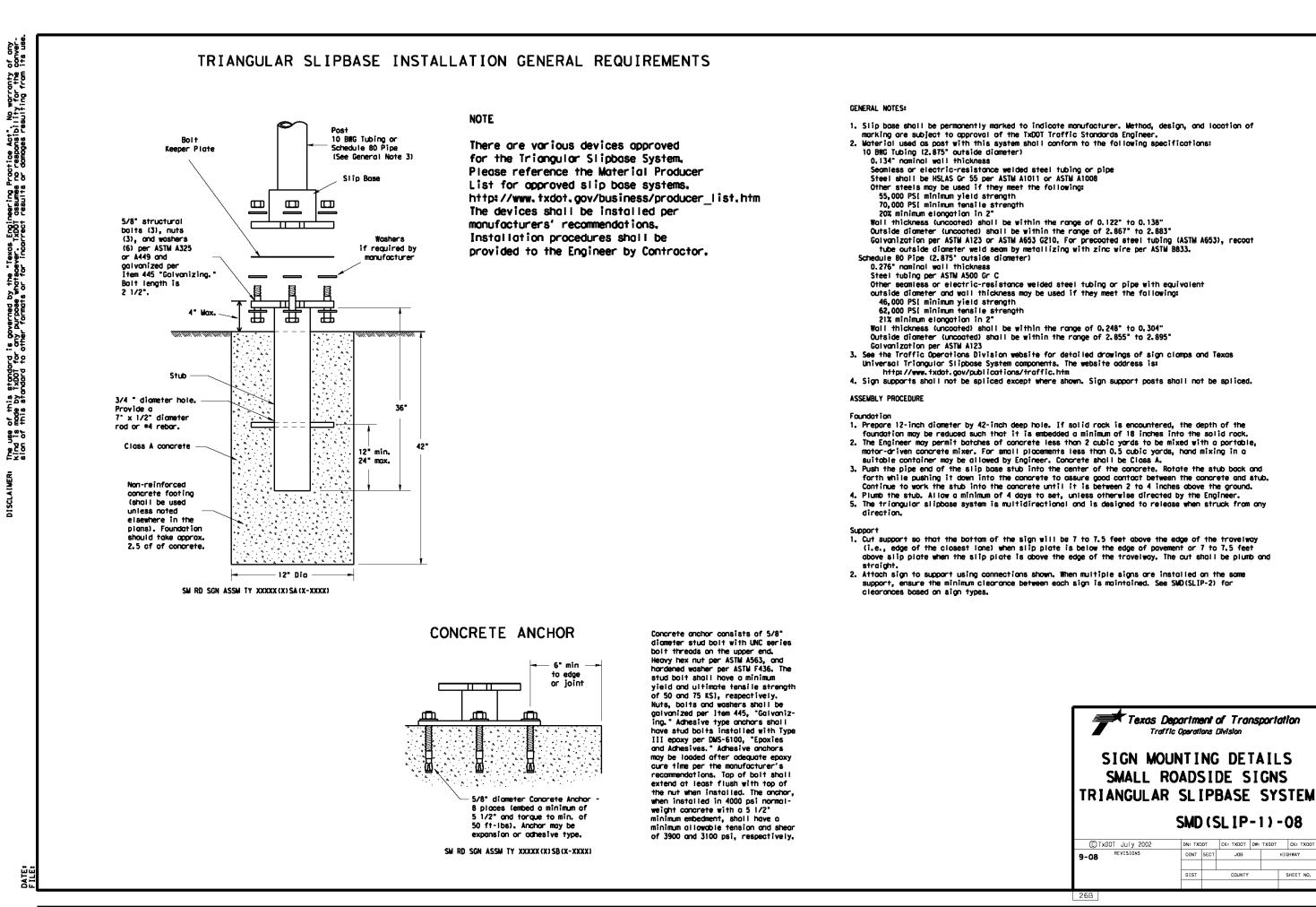


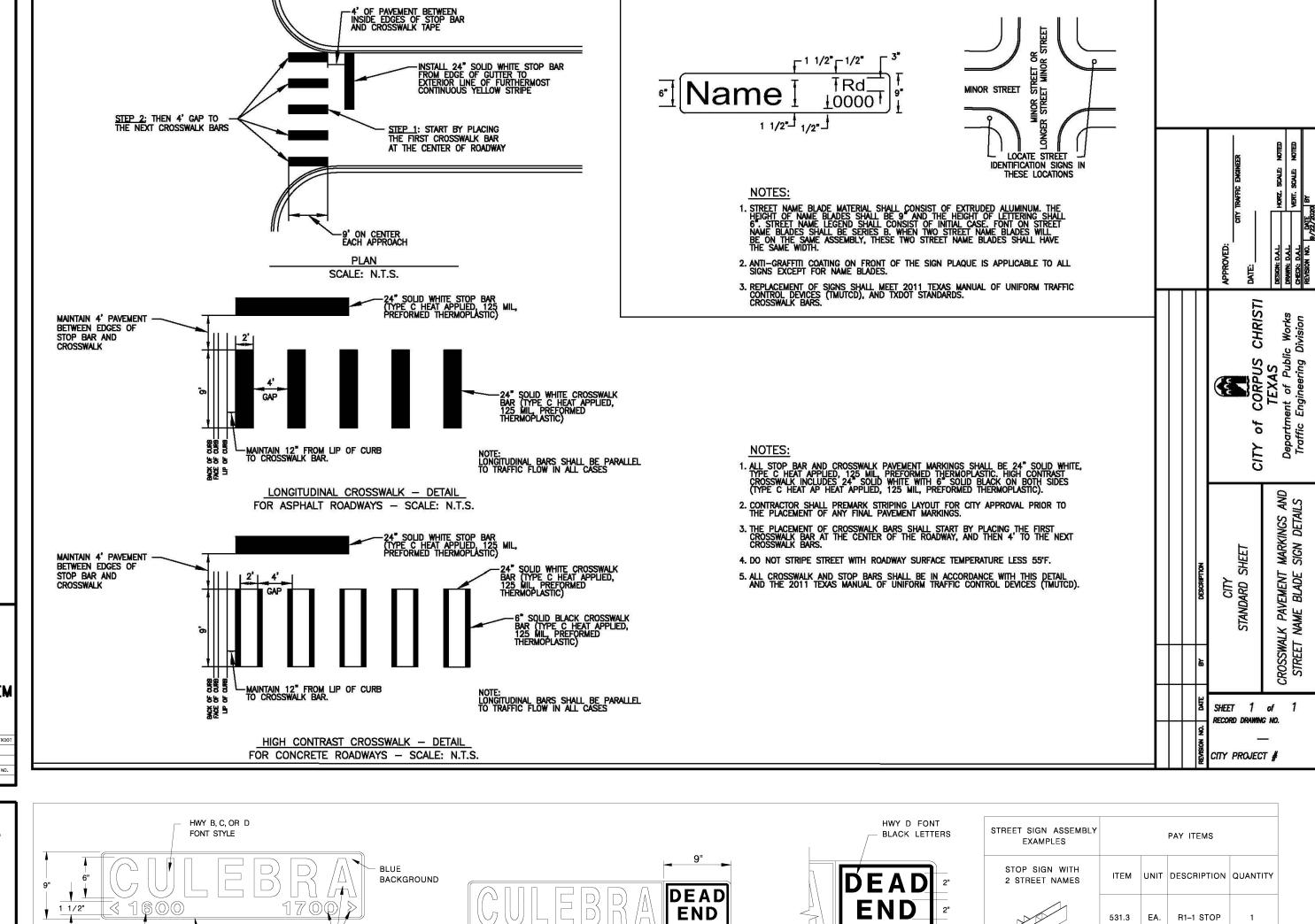
BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET

CORPUS CHRISTI, TEXAS 78404 PUBLIC IMPROVEMENTS TO ROYAL OAK SOUTH CORPUS CHRISTI, NUECES CO., TX

STORM WATER POLLUTION PREVENTION PLAN SHEET 3 OF 3

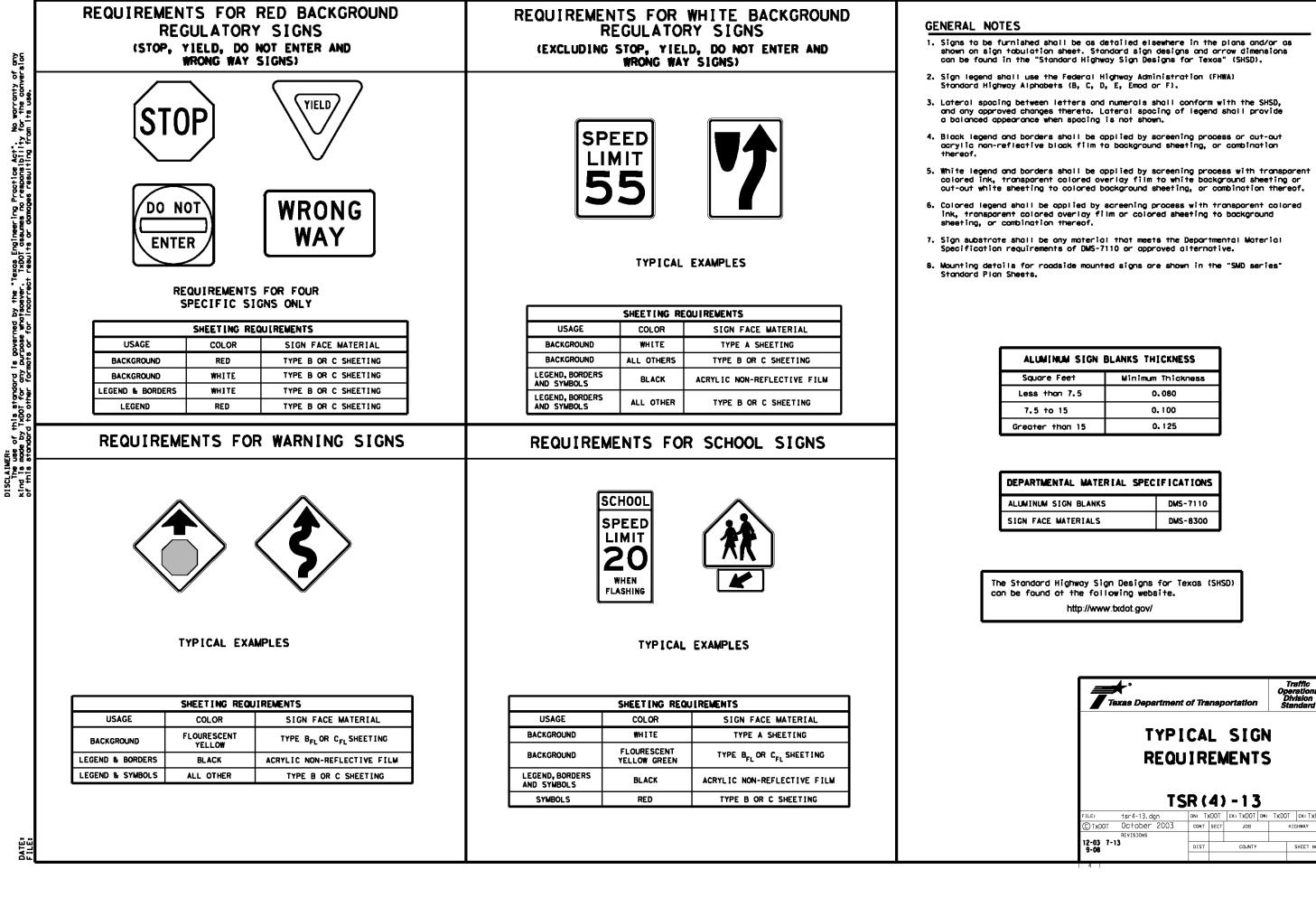
PLOT SCALE: 1" = 50'
SCALE (H): AS SHOWN
SCALE (V): AS SHOWN JOB NO. DATE PLOTTED 03/20/24 SHEET 13 OF 18

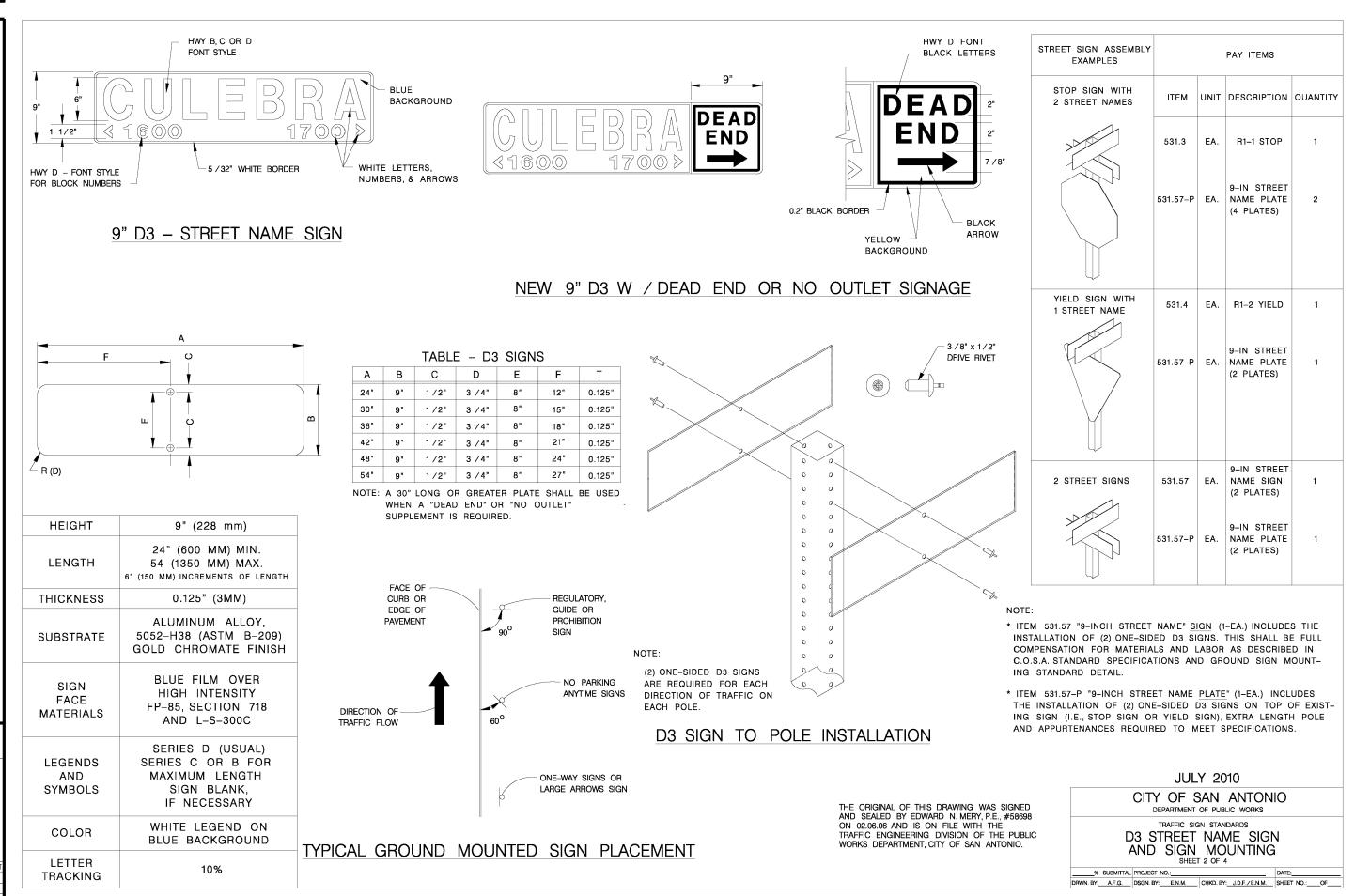




CROSSWALK PAVEMENT MARKINGS

STREET NAME BLADE SIGN







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CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO ROYAL OAK SOUTH CORPUS CHRISTI, NUECES CO., TX

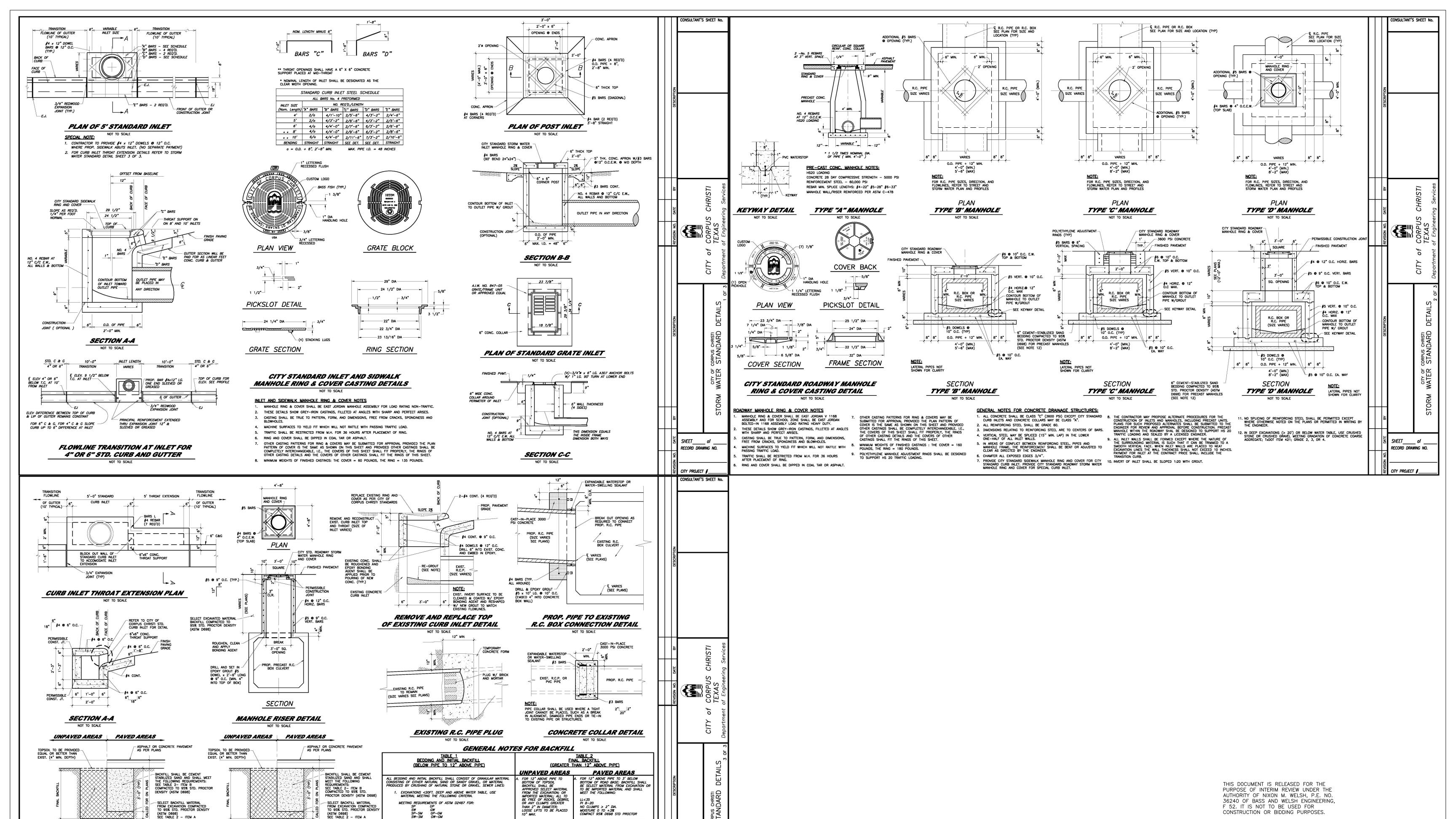
TXDOT & CITY SIGN AND PAVEMENT

MARKING REQUIREMENTS AND DETAILS

17 - 50' 14 TXDOT CITY

PLOT SCALE: 1" = 50'
SCALE (H): AS SHOWN
SCALE (V): AS SHOWN
DATE PLOTTED 03/20/24 | SHEET 14 OF 18

CHK. N. WELSH



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RECORD DRAWING NO.

(ASTM D698) SEE TABLE 2 - ITEM A

-SAND ENCASEMENT (INITIAL BACKFILL) COMPACTED TO 95% STANDARD PROCTOR DENSITY (ASTM D698)

CEMENT-STABILIZED SAND BEDDING (2 SACKS CEMENT/C.Y. OF SAND) COMPACTED TO 95% STD. PROCTOR DENSITY (ASTM D698)

AND IN ADDITION:

PASSING 1/2" SIEVE - 100% PASSING #4 SIEVE - 30% MINIMUM

PLASTICITY INDEX (PI) - NP TO 10 MAX.

A. CONCRETE COARSE AGGREGATE; TXDOT ITEM 421; GRADE 2, 3, OR 4.

I. FOR PIPE DIAMETER EQUAL TO OR SMALLER THAN 16", USE 4" MINIMUM BEDDING UNDER PIPE.

COMPACT MATERIAL TO 95% STD. PROCTOR (D698).

MOISTURE TO BE ADJUSTED TO ± 3% OF OPTIMUM.

FOR 3' BELOW BOTTOM OF ROAD BASE TO BOTTOM OF ROAD BASE:

BACKFILL SHALL BE CEMENT STABILIZED SAND AND SHALL MEET THE FOLLOWING REQUIREMENTS:

2 SACKS CEMENT/C.Y. OF SAND.

COMPACT TO 95% OF D698. MOISTURE TO BE ADJUSTED TO (+/-2%) OF OPTIMUM.

SAND GRADATION: % PASSING

(ASTM D698) SEE TABLE 2 — ITEM A

- SAND ENCASEMENT (INITIAL BACKFILL) COMPACTED TO 95% STANDARD PROCTOR DENSITY (ASTM D698)

SELECT BACKFILL MATERIAL -FROM EXCAVATION COMPACTED TO 95% STD. PROCTOR DENSITY (ASTM D698) SEE TABLE 2 - ITEM A

R.C. PIPE

O.D. + 2'-0"

TRENCH BACKFILL FOR STORM WATER PIPES

SELECT BACKFILL MATERIAL FROM-EXCAVATION COMPACTED TO 95% STD. PROCTOR DENSITY (ASTM D698) SEE TABLE 2 – ITEM A

NOTE: (CONCRETE PAVEMENT ONLY)

CONTRACTOR HAS OPTION TO USE CEMENT STABILIZED SAND OR BACKFILL WITH SELECT BACKFILL MATERIAL.

R.C. BOX CULVERT

R.C. BOX

O.D. + 2'-0"

TRENCH BACKFILL

FOR STORM WATER R.C. BOX CULVERTS

CONSTRUCTION OR BIDDING PURPOSES.

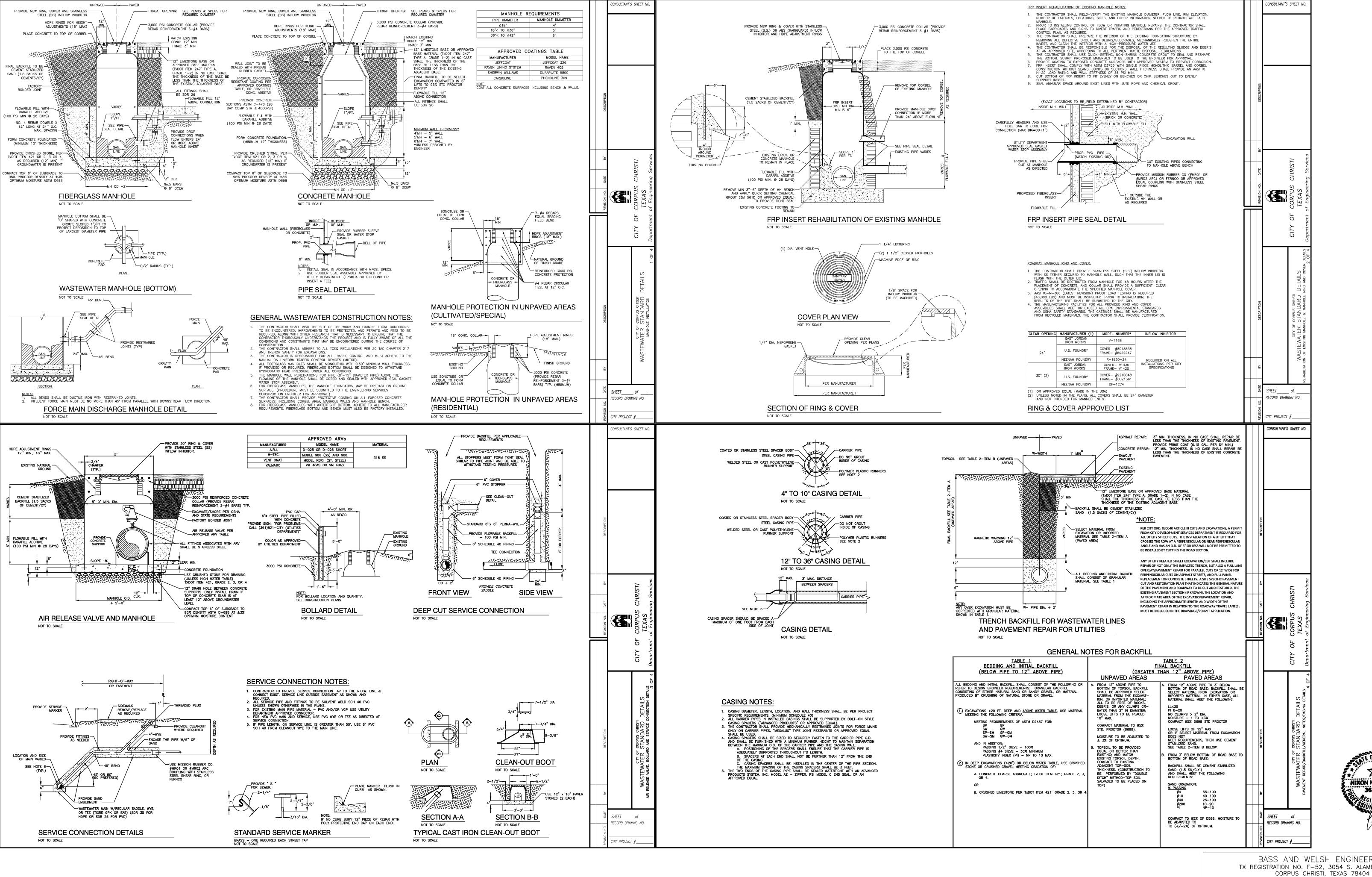


BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO ROYAL OAK SOUTH CORPUS CHRISTI, NUECES CO., TX

CITY STORM WATER STANDARD DETAILS

PLOT SCALE: COM. NO. 15 STO STD DET AS SHOWN SCALE (H): JOB NO. <u>21038</u> SCALE (V): AS SHOWN DATE PLOTTED 03/20/24 SHEET 15 OF 18



BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET

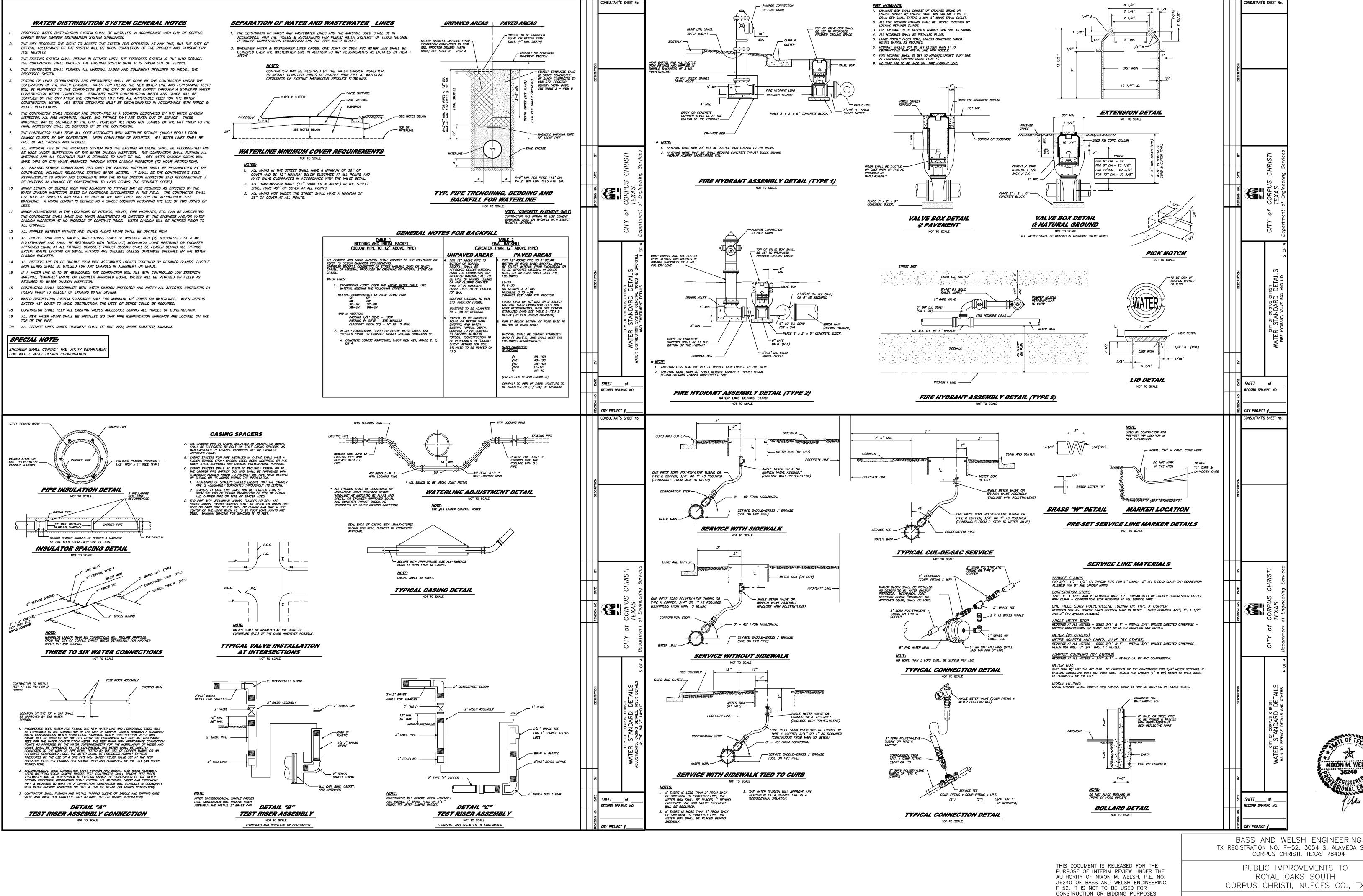
NIXON M. WELSH

36240

PUBLIC IMPROVEMENTS TO ROYAL OAK SOUTH CORPUS CHRISTI, NUECES CO., TX

CITY WASTE WATER STANDARD DETAILS

PLOT SCALE: \_\_\_\_1" = 50'\_\_\_ COM. NO. 16 WW STD DET \_AS\_SHOWN\_ SCALE (H): 21038 JOB NO. SCALE (V): AS SHOWN CHK. N. WELSH DATE PLOTTED 03/20/24 | SHEET 16 OF 18



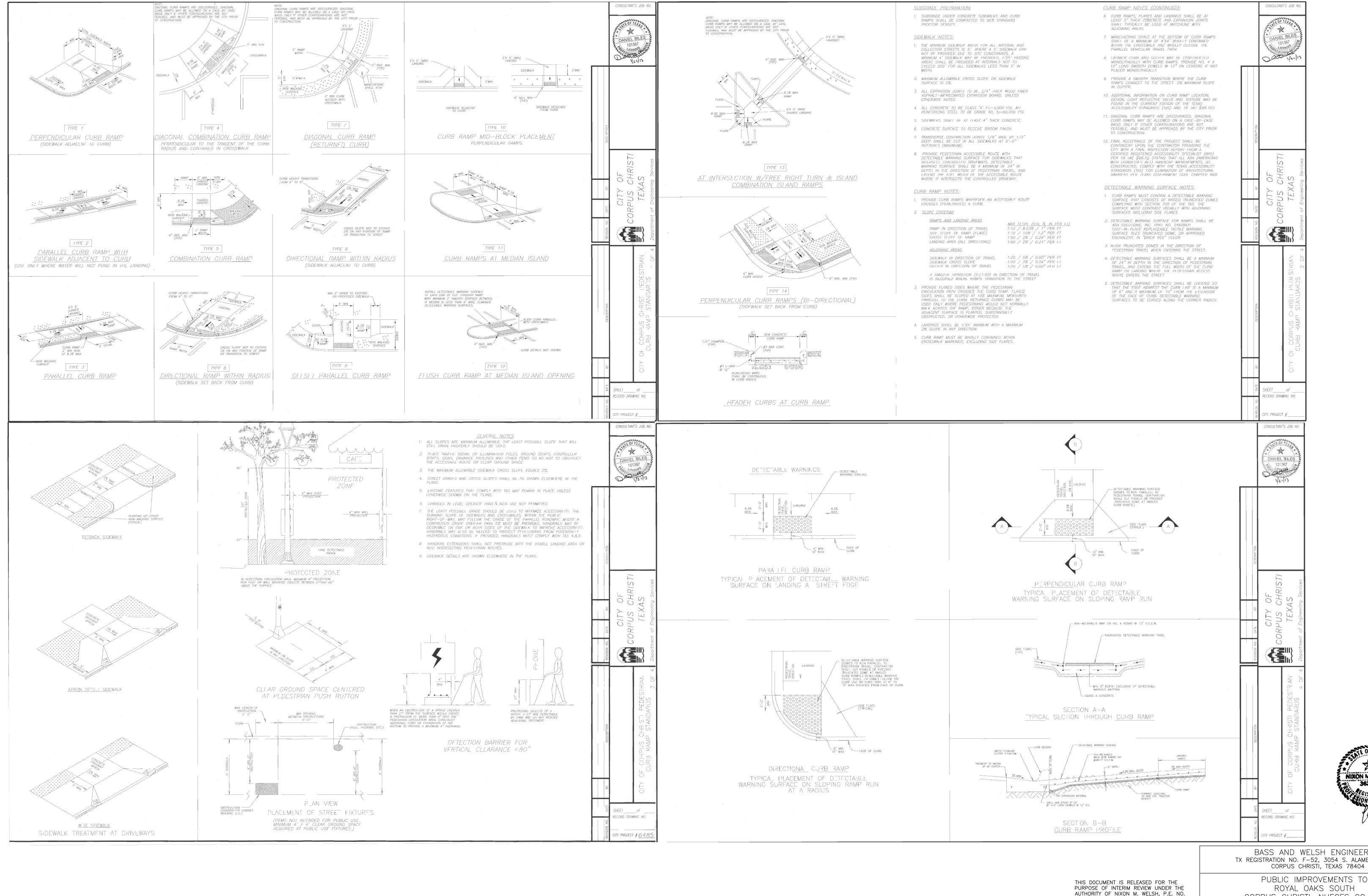
TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO ROYAL OAKS SOUTH CORPUS CHRISTI, NUECES CO., TX

NIXON M. WELSH

CITY WATER STANDARD DETAILS

PLOT SCALE: 1" = 50'COM. NO. 17 WTR STD DET SCALE (H):
SCALE (V):
AS SHOWN
AS SHOWN JOB NO. 21038 DATE PLOTTED 03/20/24 SHEET 17 OF 18



BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET

> PUBLIC IMPROVEMENTS TO ROYAL OAKS SOUTH CORPUS CHRISTI, NUECES CO., TX

CITY CURB RAMP STANDARDS

36240 OF BASS AND WELSH ENGINEERING, F 52. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

> PLOT SCALE: \_\_\_\_1" = 50' COM. NO. 18 CURB RAMP STD SCALE (H):
> SCALE (V):
> AS SHOWN
> AS SHOWN JOB NO. 21038 DATE PLOTTED 03/20/24 SHEET 18 OF 18

# **EXHIBIT 4**

# **BASS WELSH ENGINEERING**

TX Registration No. F-52 Survey Registration No. 1 P.O. Box 6397

Corpus Christi, TX 78466-6397

**Royal Oak South - Cost Estimate** 

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

		WATER ITEMS REIMBURSABLE BY CITY						
ITEM	DESCRIPTION	QUANTITY	UNIT					
1	16" PVC PIPE	365	LF					
2	16" CAPPED TEE FOR 2"	1	EA					
3	16" EL, ANY ANGLE	4	EA					
4	16" x 8" TEE	1	EA					
		11%	ENGINEERING					
			Т					

4/3/2024

COST	TOTAL
\$ 220.00	\$80,300.00
\$ 500.00	\$500.00
\$ 3,500.00	\$14,000.00
\$ 3,500.00	\$3,500.00
	\$98,300.00
, SURVEYING, & TESTING	\$23,128.60
7% CONTINGENCY	\$14,718.20
SUB-TOTAL	\$136,146.80
2% BOND	\$4,962.14
OTAL REIMBURSEMENT	\$141,108.94

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

**BASS WELSH ENGINEERING** TX Registration No. F-52 Survey Registration No. 100027-00

P.O. Box 6397 Corpus Christi, TX 78466-6397

4/3/2024

3054 S. Alameda St.

# **Royal Oak South - Cost Estimate**

SANITARY	SEWER ITEMS REIMBURSABLE BY CITY				
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	18" PVC PIPE	412	LF	675.00	278,100.00
2	MANHOLE	1	EA	40,000.00	40,000.00
3	TRENCH SAFETY FOR EXCAVATIONS	412	LF	10.00	4,120.00
	·	CAN	TADV CEWED	ITEMS	6222 220 00

SANITARY SEWER ITEMS \$322,220.00

WATER ITEMS REIMBURSABLE BY CITY						
ITEM	DESCRIPTION	QUANTITY	UNIT		COST	TOTAL
1	16" PVC PIPE	365	LF	\$	220.00	\$ 80,300.00
2	16" CAPPED TEE FOR 2"	1	EA	\$	500.00	\$ 500.00
3	16" EL, ANY ANGLE	4	EA	\$	3,500.00	\$ 14,000.00
4	16" x 8" TEE	1	EA	\$	3,500.00	\$ 3,500.00
						\$ 98,300.00

11% ENGINEERING, SURVEYING, & TESTING 46,257.20

> **7% CONTINGENCY** 29,436.40

> > SUB-TOTAL 496,213.60

> > > 2% BOND 9,924.27

**TOTAL REIMBURSEMENT** 506,137.87

# **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

TREET: P.O. BO	OX 331308	CITY: CC	RPUS CHI	RISTI	ZIP: 78463
FIRM is: Corporatio	n Partnership	☐ Sole Owner	Association	Other	ZIF
		DISCLOSURE QU	JESTIONS		
additional space is nec	cessary, please use	the reverse side of	of this page or attac	ch separate sh	neet
. State the names of	of each "employed	e" of the City o	6 Camus Ob	having an	ownership intore
constituting 3% or Name	more of the owner	ship in the above	named "firm".		
N/A			Job Title and C	ity Departmen	t (if known)
14//			N/A		
State the names of	of each "official"	of the City of	Corpus Christi	having an "	ownership interes
constituting 3% or Name	more of the owners	ship in the above	named "firm".		•
N/A			Title		
			N/A		
State the names of constituting 3% or r	each "board mem nore of the owners	ber" of the City ship in the above	named "firm".		
To order and a second	more of the owners	ber" of the City ship in the above	Board, Commiss	sion, or Comm	nittee
Name	more of the owners	ber" of the City ship in the above	Board, Commiss	sion, or Comm	nittee
Name Mossa Mostagh	nasi	mp in the above	Board, Commiss Capital Impro	sion, or Comm ovement Ad	nittee visory Committe
Mossa Mostagh  State the names of on any matter relate	each employee or old to the subject of	officer of a "cons	Board, Commiss Capital Impro	sion, or Commovement Ad	nittee visory Committe
Name Mossa Mostagh  State the names of on any matter relate more of the owners!	each employee or old to the subject of	officer of a "cons	Board, Commiss Capital Impro	sion, or Commovement Ad	nittee visory Committe
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#### **DEFINITIONS**

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
- "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.