

**PARTICIPATION AGREEMENT  
FOR OVERSIZING**

**STATE OF TEXAS           §**

**COUNTY OF NUECES       §**

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

**WHEREAS**, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being a 15.454 acre tract of land, more or less, a portion of Lots 24, 25 and 26 Section 25, Flour Bluff and Encinal Farm and Garden Tracts (the "Property"), and the Owner desires to develop and plat the Property designated on **Exhibit 1** of this Agreement, which exhibit is attached to and incorporated in this Agreement by reference, to be known as Starlight Estates Unit 1 ("Plat");

**WHEREAS**, as a condition of the Plat, the Owner is required to remove and replace an existing bridge at the intersection of Yorktown Boulevard and Starry Road as depicted on and in accordance with the improvement requirements (the "Project") set forth in **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement;

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

**WHEREAS**, Texas Local Government Code §212.072 authorizes a municipality to participate up to 100 percent of the total cost for any oversizing of improvements required by the municipality, including but not limited to increased capacity of improvements to anticipate other future development in the area; and

**WHEREAS**, this Agreement is made pursuant to the Texas Local Government Code Chapter 212 and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi.

**NOW, THEREFORE**, in order to provide a coordinated public street construction and improvement project, the City and the Owner agree as follows:

Section 1. RECITALS.       The parties agree that the language contained in the recitals of this Agreement is substantive in nature, is incorporated into this Agreement by reference, and has been relied on by both parties in entering into and executing this Agreement.

Section 2. DEVELOPER/OWNER PARTICIPATION.   Developer/Owner agrees to pay for all costs related to the design and construction of the Project (the "Project Costs") in accordance

with the design plans as approved in writing by the City's Director of Development Services or designee prior to contract award. The parties acknowledge and confirm the total cost for the Project of \$67,160.50, which is attached to and incorporated in this Agreement as **Exhibit 3** (the "Project Cost"). Developer/Owner shall award a contract for the Project and shall substantially complete construction of the Project on or before the expiration of 24 calendar months measured from the date this document is executed by the City. Pursuant to Texas Local Government Code §212.072(b)(1), Developer/Owner need not comply with the competitive sealed bidding procedure set forth in Chapter 252 of the Texas Local Government Code with respect to the award of contract for the Project.

**Section 3. CITY PARTICIPATION.** The City agrees to reimburse Developer/Owner in an amount equal to 90% of the Project Costs, not to exceed \$60,444.45, conditioned upon Developer/Owner constructing the Project pursuant to the design plans previously approved by the City. Anything in excess or more elaborate than the City's requirements will be at the Developer/Owner's sole expense.

**Section 4. REIMBURSEMENT.** The City shall reimburse the Developer/Owner a pro rata portion of the City's agreed costs of the Project monthly, based on the percentage of construction completed less the Developer/Owner's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The invoices must be paid by the City no later than thirty (30) days following receipt of each monthly invoice. Such reimbursement will be made payable to the Developer/Owner at the address shown in section 13 of this Agreement.

**Section 5. PERFORMANCE BOND.** In accordance with the Texas Local Government Code §212.073, the Developer/Owner shall execute a performance bond for the construction of removing and replacing the existing bridge to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code. The Owner shall submit proof of the required performance bonds to the City.

**Section 6. INSURANCE.** Insurance requirements are as stated in **Exhibit 4**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and Development Services Department. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request.

**Section 7. CONSTRUCTION CONTRACT DOCUMENTS.** Developer/Owner shall submit standard construction contract documents to the City's Director of Development Services or designee for review and approval in advance of beginning any construction of the Project.

**Section 8. INSPECTIONS.** Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Project or promptly notify the

Developer/Owner of any defect, deficiency, or other non-approved condition in the progress of the Project.

Section 8. WARRANTY. The Developer/Owner shall fully warranty the workmanship and construction for a period of two years from and after the date of acceptance of the improvements by the City's Executive Director of Public Works.

**Section 9. INDEMNIFICATION.**

- a. **To the fullest extent permitted by law, the Developer/Owner shall INDEMNIFY, DEFEND, and HOLD HARMLESS the City Of Corpus Christi and its Officers, Directors, Members, Partners, Employees, Agents, Consultants and Subcontractors ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorney's fees or dispute resolution costs, arising out of or resulting from performance of the work and/or failure to comply with the terms and conditions of the contract, violations of Laws or Regulations, or bodily injury, death or destruction of tangible property caused by the acts, omissions or negligence of the Developer/Owner, regardless of whether such claim, damage, loss or expense is alleged to be caused in part by an Owner's Indemnitee hereunder, subject to the Owner's defenses and liability limits under the Texas Tort Claims Act. However, nothing herein shall be construed to require Developer/Owner to indemnify an Indemnitee against a claim, loss, damage or expense caused by the sole negligence of an Indemnitee. Provided further however, and in addition to the above, Developer/Owner indemnifies each of Indemnites against claims for the bodily injury or death of an employee of the Developer/Owner's Team of any tier even if caused by the sole or concurrent negligence of an Indemnitee.**
  
- b. **To the fullest extent permitted by law, Developer/Owner shall INDEMNIFY, DEFEND, and HOLD HARMLESS the Indemnites from and against Indemnified Costs, arising out of or relating to: (i) the failure to control, contain, or remove a Constituent of Concern brought to the Site by Developer/Owner or a Hazardous Environmental Condition created by Developer/Owner, (ii)**

**Developer/Owner's action or inaction related to damages, delays, disruptions or interference with the work of City's employees, other Developer/Owners, or utility owners performing other work at or adjacent to the Site, or (iii) the correction of Defective Work. Nothing in this paragraph obligates the Developer/Owner to indemnify the Indemnitees from the consequences of the Indemnitees' sole negligence. Provided further however, and in addition to the above, Developer/Owner indemnifies the Indemnitees against claims for the bodily injury or death of an employee of the Developer/Owner's Team of any tier even if caused by the sole or concurrent negligence of Indemnitees.**

- c. To the fullest extent permitted by law, Developer/Owner shall INDEMNIFY, DEFEND, and HOLD HARMLESS the "Indemnitees" from and against Indemnified Costs resulting from infringement on patent rights or copyrights by Developer/Owner's Team.**
- d. The indemnification obligations of this section are not limited by the amount or type of damages, compensation or benefits payable by or for members of the Developer/Owner's Team or other individuals or entities under workers' compensation acts, disability benefit acts, or other employee benefit acts in claims against Indemnitees by an employee or the survivor or personal representative of employee of Developer/Owner's Team. The indemnification obligations of this section shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by Developer/Owner.
- e. Notify the other party within 10 days if Indemnitees or Developer/Owner receives notice of any claim or circumstances that could give rise to an indemnified loss. The notice must include the following:
  - 1. A description of the indemnification event in reasonable detail;
  - 2. The basis on which indemnification may be due; and
  - 3. The anticipated amount of the indemnified loss.

This notice does not stop or prevent Indemnitees from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. Indemnitees do not waive any rights to indemnification except to the extent that Developer/Owner is prejudiced, suffers loss, or incurs expense because of the delay if Owner does not provide this notice within the 10-day period.

f. Defense of Indemnification Claims:

1. Developer/Owner assumes the defense of the claim with counsel chosen by the Developer/Owner and pays related costs, unless Indemnitee decides otherwise. Developer/Owner's counsel must be acceptable to Indemnitee. Developer/Owner assumes and controls the defense and any negotiations to settle the claim. Developer/Owner advises Indemnitees as to its defense of the claim within 10 days after being notified of the indemnification request. Indemnitees may assume and control the defense If Developer/Owner does not assume the defense. Developer/Owner pays all defense expenses of the Indemnitees as an indemnified loss.
2. Indemnitees may retain separate counsel to participate in, but not control, the defense and any settlement negotiations if Developer/Owner defends the claim. Developer/Owner may not settle the claim without the consent or agreement of Indemnitee. Developer/Owner may settle the claim with Indemnitee's consent and agreement unless it:
  - A. Would result in injunctive relief or other equitable remedies or otherwise require Indemnitees to comply with restrictions or limitations that adversely affect Indemnitees;
  - B. Would require Indemnitees to pay amounts that Developer/Owner does not fund in full; or
  - C. Would not result in Indemnitees full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 10. DEFAULT. The following events shall constitute default:

1. Developer/Owner fails to submit plans and specifications for the Project to the City's Director of Development Services or designee in advance of construction.
2. Developer/Owner does not reasonably pursue the Project under the approved plans and specifications.
3. Developer/Owner fails to complete the Project, under the approved plans and specifications, on or before the expiration of 24 calendar months measured from the date this document is executed by the City.
4. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

Section 11 NOTICE AND CURE.

1. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
2. After delivery of the default notice, the defaulting party has 15 days from the delivery of the default notice ("Cure Period") to cure the default.
3. 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.
4. Should the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 13, of the need to perform the obligation or duty and, should the Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Owner.
5. 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:
  - a. Terminate this Agreement after the required notice and opportunity to cure the default;
  - b. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
  - c. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.
6. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer/Owner has all its remedies at law or in equity for such default.

## Section 12. FORCE MAJEURE.

1. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.
2. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within 10

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

Section 13. NOTICES.

1. 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:

If to the City:

City of Corpus Christi  
Attn: Director, Development Services  
2406 Leopard Street / 78401  
P.O. Box 9277/78469-9277  
Corpus Christi, Texas

If to the Developer/Owner:

MPM Development, LP  
PO Box 331308  
Corpus Christi, TX 78463

with a copy to:

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

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

3. Either party may change the address for notices by giving notice of the change, in accordance with the provisions of this section, within five business days of the change.

Section 14. PROJECT CONTRACTS. All engineering work shall be performed by the Developer/Owner's Texas licensed professional engineer. Developer/Owner'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 contracts with the contractor for the construction of the Project must provide that the City is a third-party beneficiary of each contract.

Section 15. NO JOINT VENTURE. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

Section 15. DISCLOSURE OF INTEREST. In compliance with City of Corpus Christi Ordinance No. 17112, the Owner agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5.**

Section 16. VERIFICATION REGARDING ISRAEL. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

Section 17. CERTIFICATE OF INTERESTED PARTIES. Developer/Owner agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

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

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

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

Section 18. CONFLICT OF INTEREST. Developer/Owner agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

Section 19. SEVERABILITY. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.



Section 20. COOPERATION. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Section 21. ENTIRE AGREEMENT. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 22. AMENDMENTS. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 23. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 24. AUTHORITY. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

Section 25. TERM. This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer/Owner from and after the date of the last signatory to this Agreement. **This Agreement expires 24 calendar months from the date this document is executed by the City, unless terminated earlier in accordance with the provisions of this Agreement. Such expiration date of this Agreement is presently anticipated, but not currently known, to be May 15, 2020.**

(SIGNATURE PAGES FOLLOWS)

EXECUTED in one original this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CITY OF CORPUS CHRISTI

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

\_\_\_\_\_  
Nina Nixon-Mendez, FAICP  
Director, Development Services

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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
  §  
COUNTY OF NUECES §

This instrument was signed by Nina Nixon-Mendez, FAICP, Director, Development Services, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM: This 25 day of April, 2018.

Buck Brice  
Buck Brice  
Assistant City Attorney  
For the City Attorney

Developer/Owner: MPM Development, LP



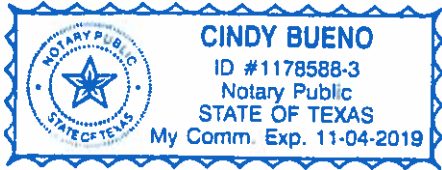
Moses Mostaghasi  
General Partner

4-20-18

Date

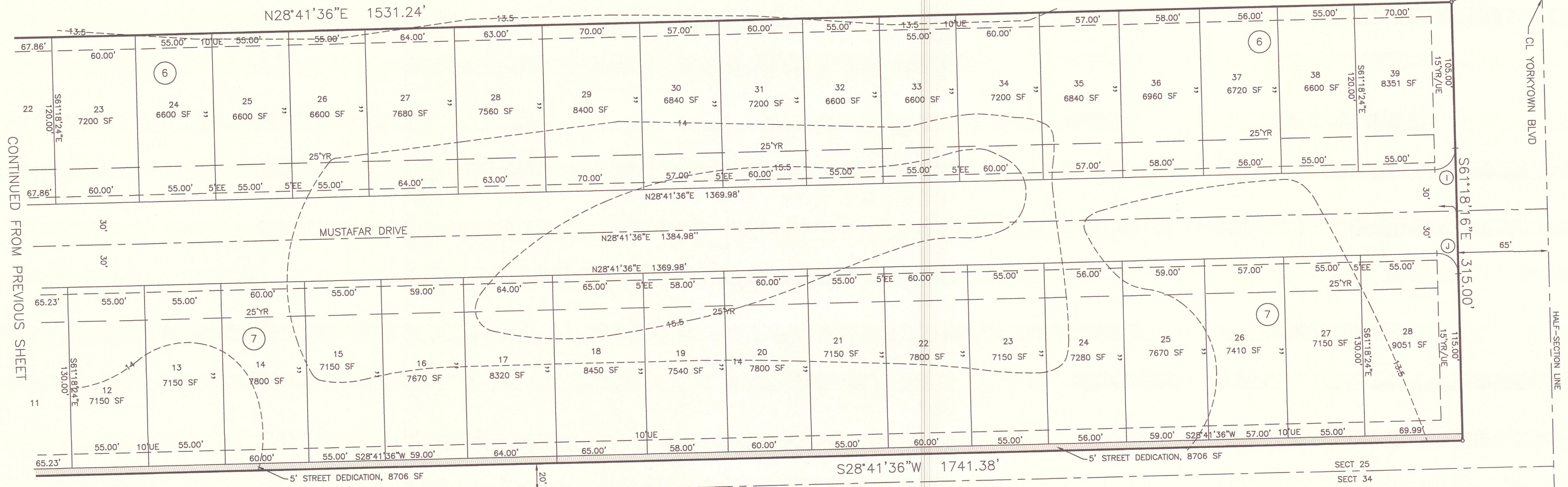
STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on April 20, 2018, by Moses Mostaghasi, General Partner, MPM Development, LP., on behalf of said company.



Notary Public's Signature

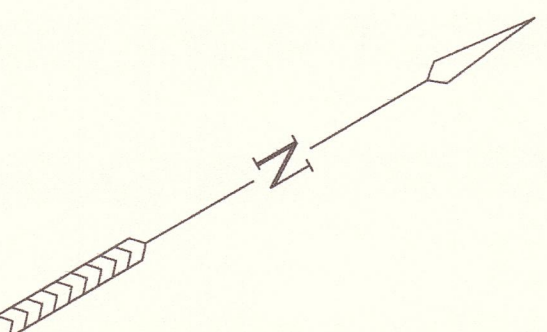
LOTS 22, 23 AND PORTION 24, SECT 25, FB & EF &  
GT, V. "A", P. 41 - 43, M.R., PATRICIA WALLACE,  
TRUSTEE # 2, DOC. 2005007409, O.R.



CONTINUED FROM PREVIOUS SHEET

CURVE DATA:

- (I) D=89°59'52" R=15.00' T=15.00' L=23.56' CB=S16°18'20"E CH=21.21'
- (J) D=90°00'08" R=15.00' T=15.00' L=23.56' CB=N73°41'40"E CH=21.21'



NOTES

1. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TCEQ HAS NOT CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO CREEK, BUT IT IS RECOGNIZED AS AN ENVIRONMENTALLY SENSITIVE AREA. THE OSO CREEK FLOWS DIRECTLY INTO THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
2. THE BASIS OF BEARINGS IS THE STATE OF TEXAS LAMBERT GRID, SOUTH ZONE, NAD 1983.
3. THE ENTIRE SUBJECT SITE IS IN FEMA ZONE "B" ACCORDING TO FEMA MAP, COMMUNITY PANEL 485494 0540 C, REVISED MARCH 18, 1985. THE SITE IS ALSO DEPICTED ON FEMA MAP 48355C0540G, OF WHICH TO THE KNOWLEDGE OF SURVEYOR HEREOF, HAS BEEN ISSUED IN PRELIMINARY FASHION AND IS NOT YET ADOPTED/EFFECTIVE.
4. LEGAL DESCRIPTION: AN 15.454 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 24 AND 25, SECTION 25, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN V. "A", P. 41 - 43, MAP RECORDS, NUECES CO., TX.
5. PRIVATE DRIVEWAY ACCESS ONTO YORKTOWN BOULEVARD AND STARRY ROAD SHALL BE PROHIBITED.
6. THE TOTAL PLATTED AREA CONTAINS 15.454 ACRES OF LAND INCLUDING STREET DEDICATIONS.
7. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.

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.

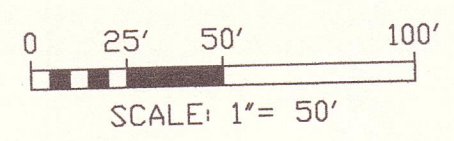


PLAT OF  
STARLIGHT ESTATES UNIT 1

A 15.454 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 24, 25 AND 26, SECTION 25, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN V. "A", P. 41 - 43, MAP RECORDS, NUECES CO., TX  
CORPUS CHRISTI, NUECES COUNTY, TEXAS

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

DATE PLOTTED: 10/13/17  
COMP. NO: PLAT-SH2.DWG  
JOB NO: 17002  
SCALE: 1" = 50'  
PLOT SCALE: SAME  
SHEET 2 OF 2



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

RATNA POTTUMUTHU, P.E., LEED, AP  
DEVELOPMENT SERVICES ENGINEER

STATE OF TEXAS §  
COUNTY OF NUECES §  
DATE \_\_\_\_\_  
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 \_\_\_\_\_ INTERIM SECRETARY  
ERIC VILLARREAL, P.E. WILLIAM J. GREEN, PE.

STATE OF TEXAS §  
COUNTY OF NUECES §  
I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., AND DULY RECORDED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M. IN THE MAP RECORDS OF SAID COUNTY IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, INSTRUMENT NUMBER \_\_\_\_\_  
WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT OFFICE IN CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR LAST WRITTEN.

BY: \_\_\_\_\_ DEPUTY  
KARA SANDS, CLERK  
COUNTY COURT  
NUECES COUNTY, TEXAS

# PLAT OF STARLIGHT ESTATES UNIT 1

A 15.454 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 24, 25 AND 26, SECTION 25, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN V. "A", P. 41 - 43, MAP RECORDS, NUECES CO., TX

## CORPUS CHRISTI, NUECES COUNTY, TEXAS

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

DATE PLOTTED: 10/13/17  
 COMP. NO.: PLAT-SH1  
 JOB NO.: 17002  
 SCALE: 1" = 50'  
 PLOT SCALE: SAME  
 SHEET 1 OF 2



STATE OF TEXAS §  
 COUNTY OF NUECES §

I, PATRICIA WALLACE, TRUSTEE # 2, HEREBY CERTIFY THAT I AM ARE THE OWNER OF THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR OF \_\_\_\_\_ THAT I HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN, THAT STREETS AND EASEMENTS AS SHOWN HAVE BEEN HERETOFORE DEDICATED, OR IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC USE FOREVER AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND DEDICATION.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

STATE OF TEXAS § PATRICIA WALLACE, TRUSTEE # 2  
 COUNTY OF NUECES §  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PATRICIA WALLACE, TRUSTEE # 2.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

LOCATION MAP  
 1"=1500'

LOTS 22, 23 AND PORTION 24, SECT 25, FB & EF & GT, V. "A", P. 41 - 43, M.R., PATRICIA WALLACE, TRUSTEE # 2, DOC. 2005007409, O.R.

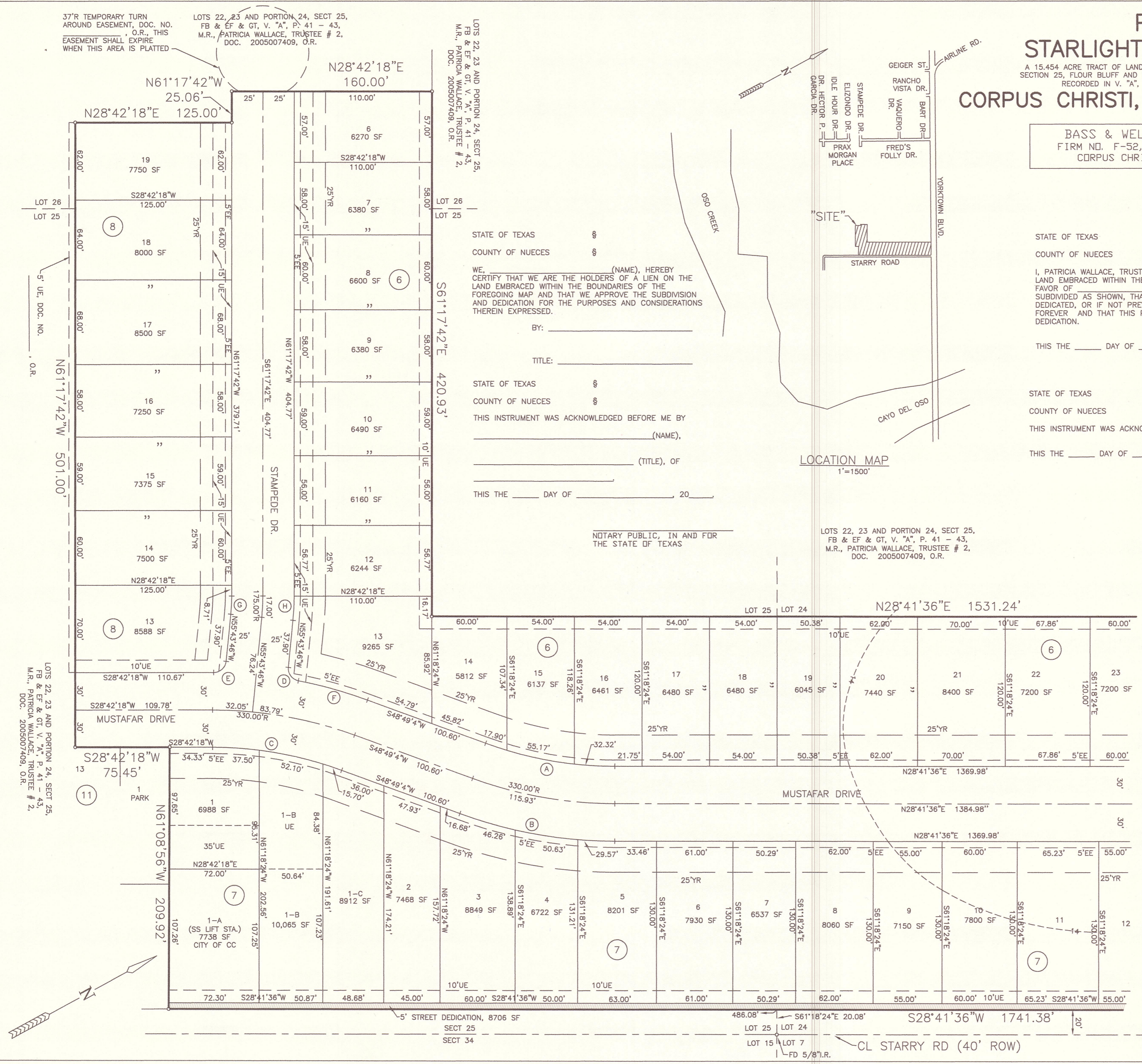
LOTS 22, 23 AND PORTION 24, SECT 25, FB & EF & GT, V. "A", P. 41 - 43, M.R., PATRICIA WALLACE, TRUSTEE # 2, DOC. 2005007409, O.R.

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\_\_\_\_

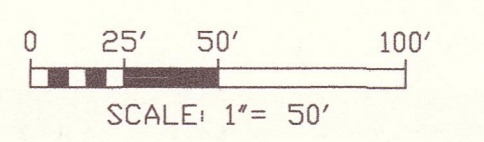
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS



CURVE DATA:

(A) Δ=20°07'41" R=300.00' T=53.24' L=105.39' CB=S38°45'14"W CH=104.85'	(B) Δ=20°07'39" R=360.00' T=63.89' L=126.47' CB=S38°45'14"W CH=125.82'
(C) Δ=20°06'45" R=300.00' T=53.20' L=105.31' CB=N38°45'41"E CH=104.77'	(D) Δ=84°34'19" R=10.00' T=9.09' L=14.76' CB=S81°59'04"W CH=13.46'
(E) Δ=84°26'05" R=10.00' T=9.07' L=14.74' CB=S13°30'44"E CH=13.44'	(F) Δ=09°07'10" R=360.00' T=28.71' L=57.30' CB=S44°15'29"W CH=57.24'
(G) Δ=05°33'55" R=150.00' T=7.29' L=14.57' CB=S58°30'44"E CH=14.56'	(H) Δ=05°33'55" R=200.00' T=9.72' L=19.43' CB=N58°30'44"W CH=19.42'

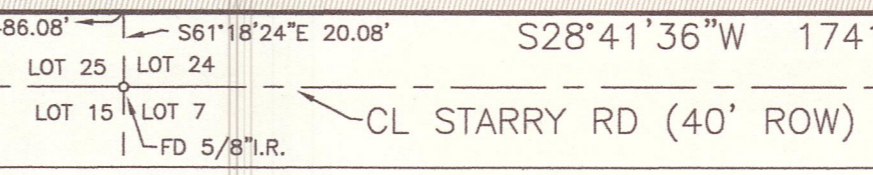
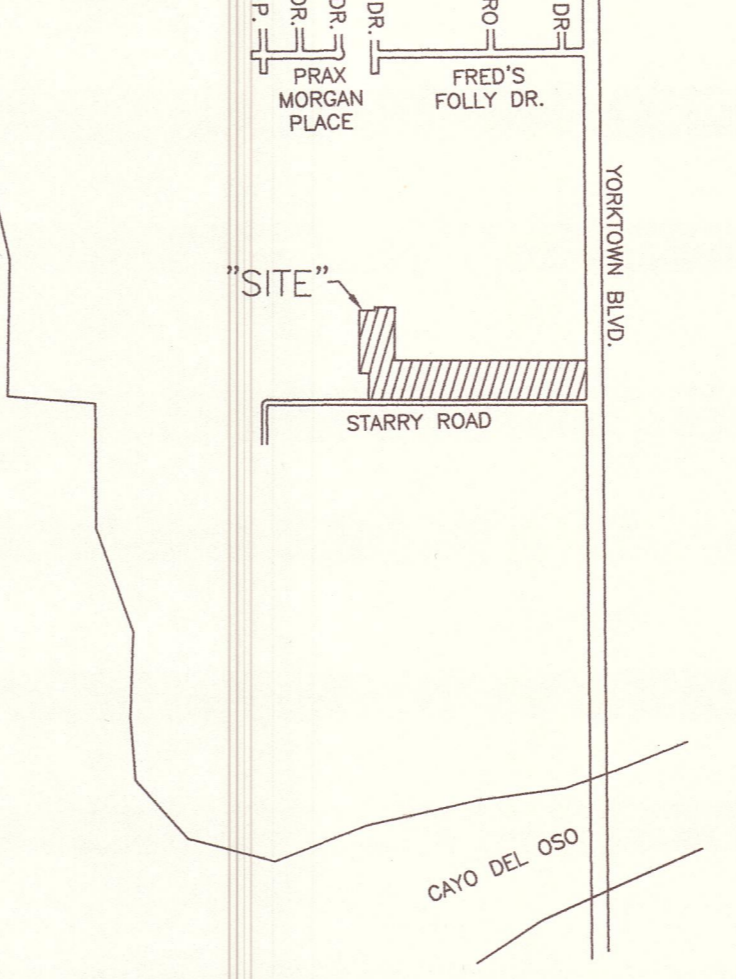
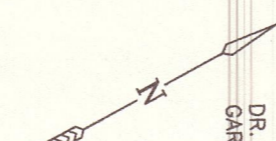
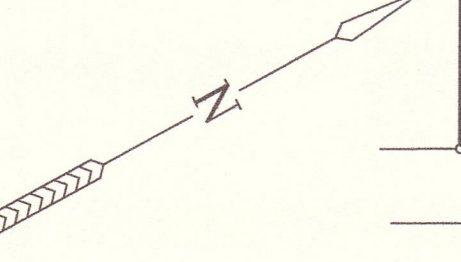
CONTINUED ON FOLLOWING SHEET



37'R TEMPORARY TURN AROUND EASEMENT, DOC. NO. \_\_\_\_\_, O.R., THIS EASEMENT SHALL EXPIRE WHEN THIS AREA IS PLATTED

LOTS 22, 23 AND PORTION 24, SECT 25, FB & EF & GT, V. "A", P. 41 - 43, M.R., PATRICIA WALLACE, TRUSTEE # 2, DOC. 2005007409, O.R.

LOTS 22, 23 AND PORTION 24, SECT 25, FB & EF & GT, V. "A", P. 41 - 43, M.R., PATRICIA WALLACE, TRUSTEE # 2, DOC. 2005007409, O.R.



# PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 1, CORPUS CHRISTI, NUECES COUNTY, TEXAS



Digitally signed  
by Rainald S.  
Portsmouth, P.E.  
DN: cn=Rainald S.  
Portsmouth, P.E.,  
ou=Development  
& Construction,  
o=City of Corpus Christi,  
email=rainald@cityofcc.com, c=US  
Date: 2017.12.11  
10:10:34 -0600

### SHEET INDEX

- SHEET 1 COVER SHEET AND MISCELLANEOUS INFORMATION
- SHEET 2 PAYING, DRAINING AND DRAINAGE PLAN, STREET AND STORM SEWER PROFILES
- SHEET 3 PAYING, DRAINING AND DRAINAGE PLAN, STREET AND STORM SEWER PROFILES
- SHEET 4 SANITARY SEWER AND WATER PLAN AND PROFILE
- SHEET 5 SANITARY SEWER AND WATER PLAN AND PROFILE
- SHEET 6 STORM WATER POLLUTION PREVENTION PLAN AND BASE MAPS
- SHEET 7 STORM WATER POLLUTION PREVENTION PLAN AND ESTIMATE SUMMARY
- SHEET 8 OFFSHORE WATER PLAN AND PROFILE
- SHEET 9 STREET, STORMWATER AND DRAINAGE DETAILS
- SHEET 10 TYPICAL SINGLE BOX CHAMBERS CAST-IN PLACE SCC-5 & 6
- SHEET 11 TYPICAL SINGLE BOX CHAMBERS CAST-IN PLACE SCC-8
- SHEET 12 TYPICAL SINGLE BOX CHAMBERS CAST-IN PLACE SCC-A
- SHEET 13 MISCELLANEOUS DETAILS SCC-WO



RAINALD S. PORTSMOUTH  
18411 (041) 715-8227

**BASS AND WELSH ENGINEERING**  
PUBLIC IMPROVEMENTS TO  
STARLIGHT ESTATES UNIT 1  
CORPUS CHRISTI, NUECES COUNTY, TEXAS  
COVER SHEET AND MISCELLANEOUS INFORMATION

### LEGEND - EXISTING FACILITIES AND APPURTENANCES

Symbol	Description	Notes
[Symbol]	1" X 12" CONCRETE CURB	SEE SPECIFICATIONS
[Symbol]	4" X 8" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	12" X 12" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	6" X 6" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	8" X 8" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	10" X 10" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	12" X 12" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	14" X 14" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	16" X 16" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	18" X 18" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	20" X 20" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	24" X 24" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	30" X 30" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	36" X 36" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	42" X 42" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	48" X 48" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	54" X 54" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	60" X 60" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	66" X 66" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	72" X 72" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	78" X 78" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	84" X 84" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	90" X 90" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	96" X 96" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	102" X 102" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	108" X 108" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	114" X 114" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	120" X 120" CONC. CURB	SEE SPECIFICATIONS

LEGEND - PROPOSED FACILITIES AND APPURTENANCES

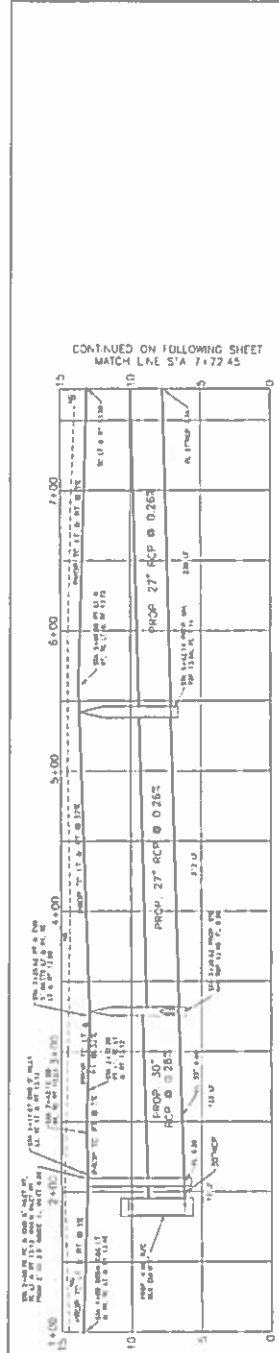
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[Symbol]	6" X 6" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	8" X 8" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	10" X 10" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	12" X 12" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	14" X 14" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	16" X 16" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	18" X 18" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	20" X 20" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	24" X 24" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	30" X 30" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	36" X 36" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	42" X 42" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	48" X 48" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	54" X 54" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	60" X 60" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	66" X 66" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	72" X 72" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	78" X 78" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	84" X 84" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	90" X 90" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	96" X 96" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	102" X 102" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	108" X 108" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	114" X 114" CONC. CURB	SEE SPECIFICATIONS
[Symbol]	120" X 120" CONC. CURB	SEE SPECIFICATIONS

CALL BEFORE YOU DIG!

811  
1-800-4-A-DIG  
1-800-4-A-DIG-8311

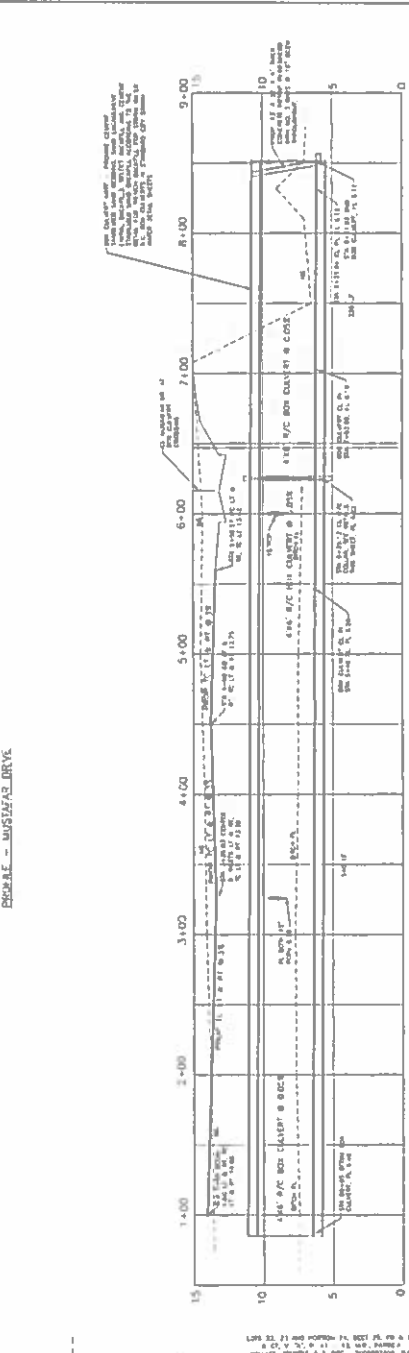
- 1. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 2. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 3. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 4. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 5. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
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- 9. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
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- 11. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 12. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 13. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
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- 15. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 16. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 17. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 18. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 19. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.
- 20. THE CITY OF CORPUS CHRISTI IS PROVIDING THIS INFORMATION AS A SERVICE TO THE PUBLIC AND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION.

Exhibit Z

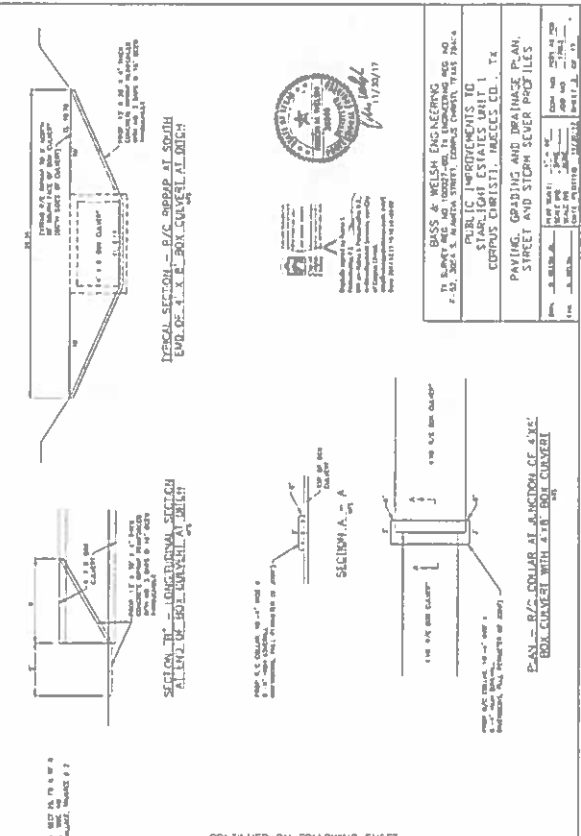


CONTINUED ON FOLLOWING SHEET  
MATCH LINE STA 7+72.45

PROPOSED - IMPROVED DRIVE



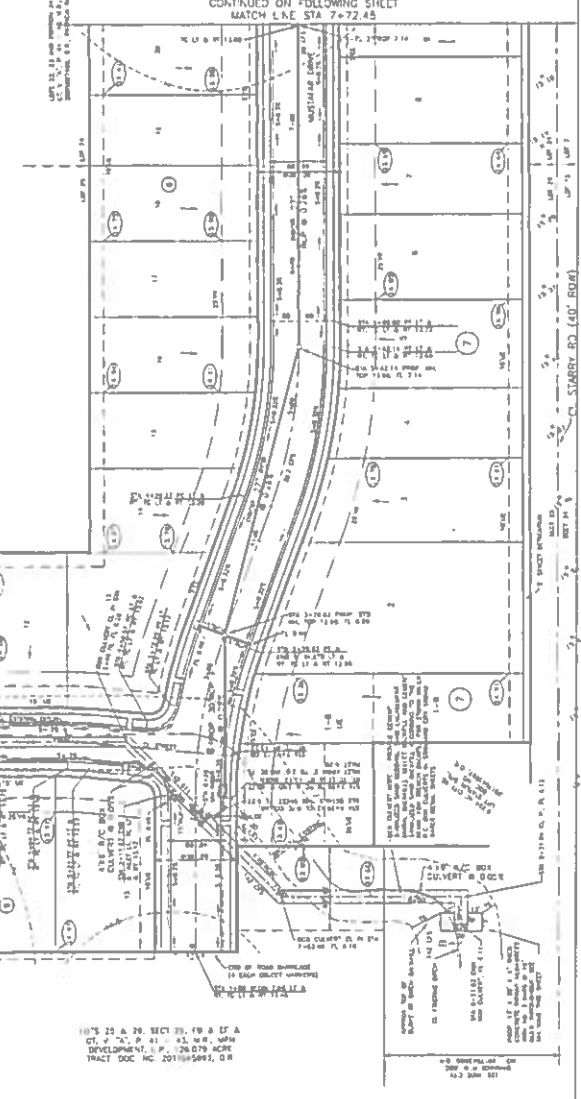
PROPOSED - IMPROVED DRIVE



SECTION A-A  
ALIGNMENT OF THE CURVE AT 10+00

SECTION B-B  
ALIGNMENT OF THE CURVE AT 10+00

CONTINUED ON FOLLOWING SHEET  
MATCH LINE STA 7+72.45

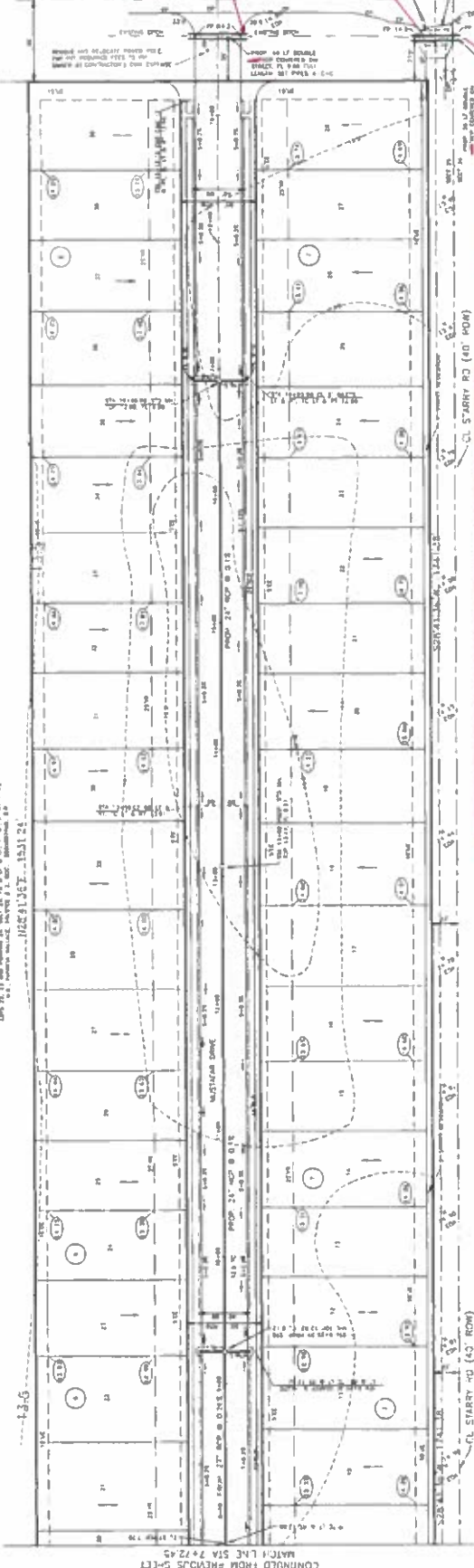


RICK A. WELSH ENGINEERING 71 BLANKNEY AND HODGETT, IN JACKSONVILLE, FL 32216 PUBLIC IMPROVEMENTS TO CARRIWAY DRIVE, 1 CORPUS CHRISTI, TEXAS 78401	PAYING, GRADING AND DRAINAGE PLAN, STREET AND STORM SEWER PROFILES
DATE: 01/17/2017 DRAWN BY: R.A.W. CHECKED BY: R.A.W. SCALE: AS SHOWN	PROJECT NO.: 17-001 SHEET NO.: 1 OF 1

PLAN - 1/2\"/>

11+25 TO 11+30, SECT 17, T9 S, R1 E, S. 1  
 DEVELOPMENT, P. 26,079 ACRES  
 TRACT DOC NO. 201705691, O.R.

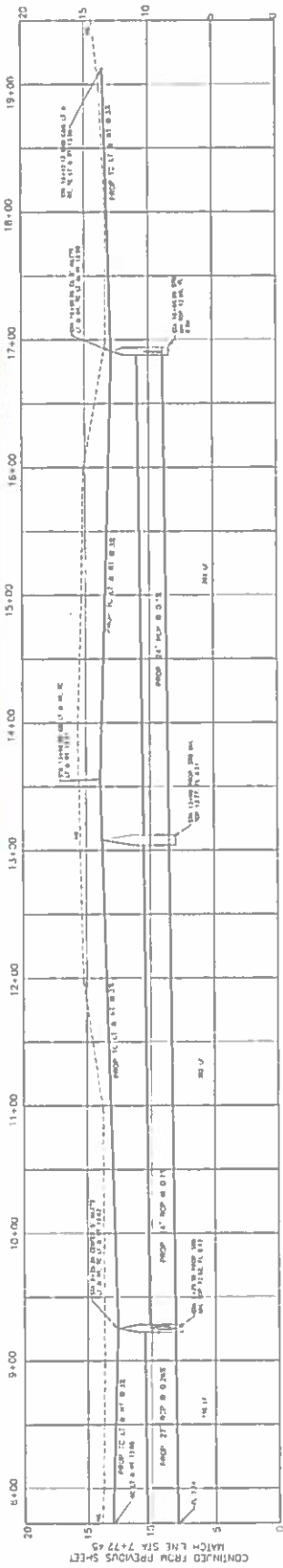
DATE: 12-17-10  
 DRAWN BY: J. G. ...  
 CHECKED BY: ...



**INSTEAD OF EXPANDING THE ROAD (QUALITY ON BOTH SIDES OF THE EXISTING ROADWAY), HOLD THE LOCATION OF THE WESTERN EDGE, AND ONLY EXPAND TO THE EAST.**

**THE ROADWAY SHOULD HAVE 15 FEET RETURN RADIUS TO CONNECT BACK INTO YORKTOWN, COORDINATE WITH THE HOMEOWNER THAT HAS A DRIVEWAY AT THE CORNER OF STARRY ROAD AND YORKTOWN BLVD. THE HOMEOWNER'S ACCESS WILL BE IMPACTED BY THE CONSTRUCTION.**

**PLEASE NOTE: THE ROADWAY SHOULD BE CONSTRUCTED WITH A 15' RETURN RADIUS TO CONNECT BACK INTO YORKTOWN, COORDINATE WITH THE HOMEOWNER THAT HAS A DRIVEWAY AT THE CORNER OF STARRY ROAD AND YORKTOWN BLVD. THE HOMEOWNER'S ACCESS WILL BE IMPACTED BY THE CONSTRUCTION.**



PROFILE - VERTICAL DRIVE

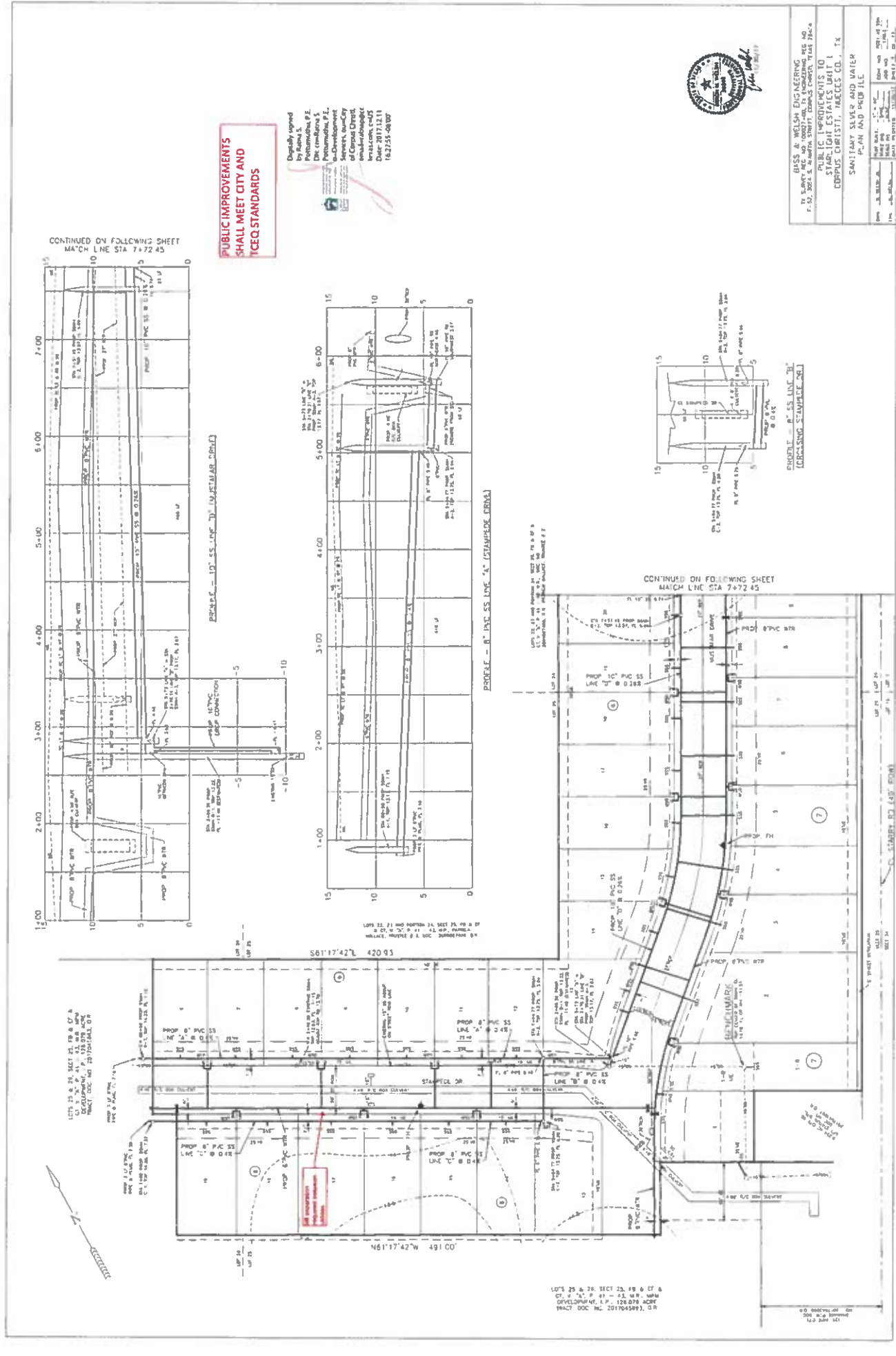


**JACK A. WELCH ENGINEERING**  
 15325 W. HUNTER ROAD, SUITE 100, HOUSTON, TEXAS 77064  
 1-331-2004 & 281-8888 FAX: 281-8888  
**PUBLIC IMPROVEMENTS TO**  
**STARRY ROAD**  
**CORNER OF STARRY ROAD AND YORKTOWN BLVD.**  
**CORPUS CHRISTI, TEXAS 78401**

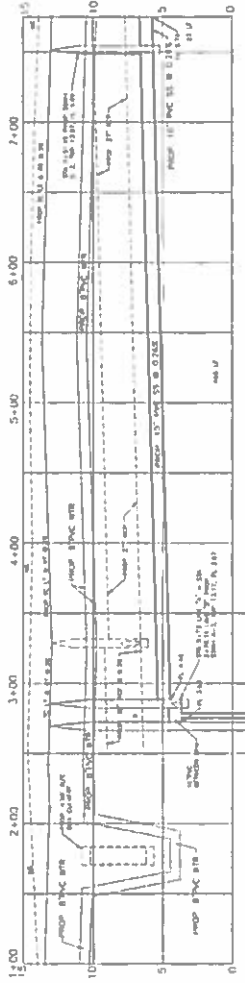
**PAVING, GRADING AND DRAINAGE OF PLAY**  
**STREET AND STARRY STREET PAVED BELLS**

DATE: 12-17-10  
 SCALE: AS SHOWN  
 SHEET: 1 OF 11



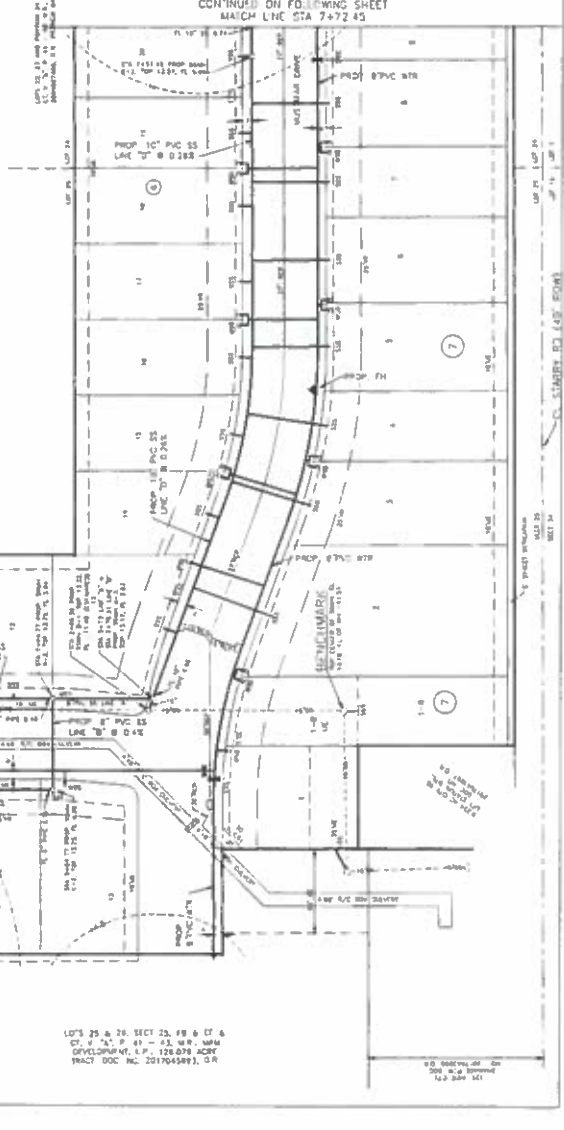
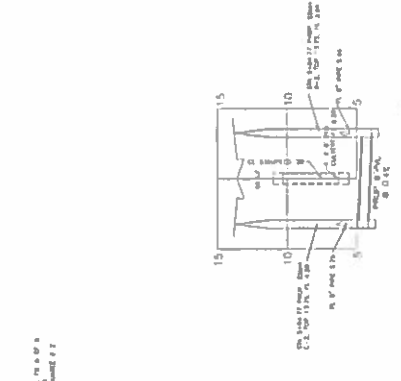
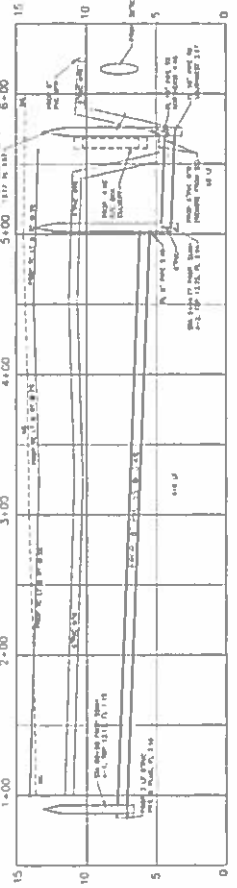


CONTINUED ON FOLLOWING SHEET  
MATCH LINE STA 7+72.45



**PUBLIC IMPROVEMENTS  
SHALL MEET CITY AND  
TCEQ STANDARDS**

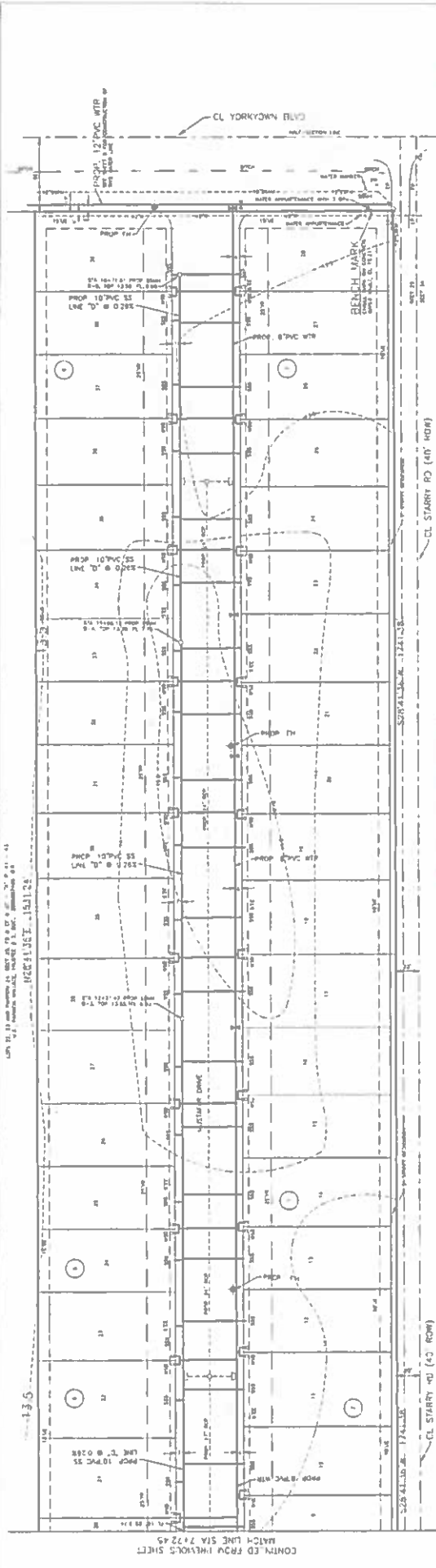
Digitally signed  
by James S.  
WELSH Engineering, Inc.  
DN: cn=James S.  
WELSH Engineering, Inc.,  
ou=Development  
Services, ou=City  
of Dallas, email=james.welsh@welsheng.com, c=US  
Date: 2017.12.11  
18:27:55 -0800



CONTINUED ON FOLLOWING SHEET  
MATCH LINE STA 7+72.45

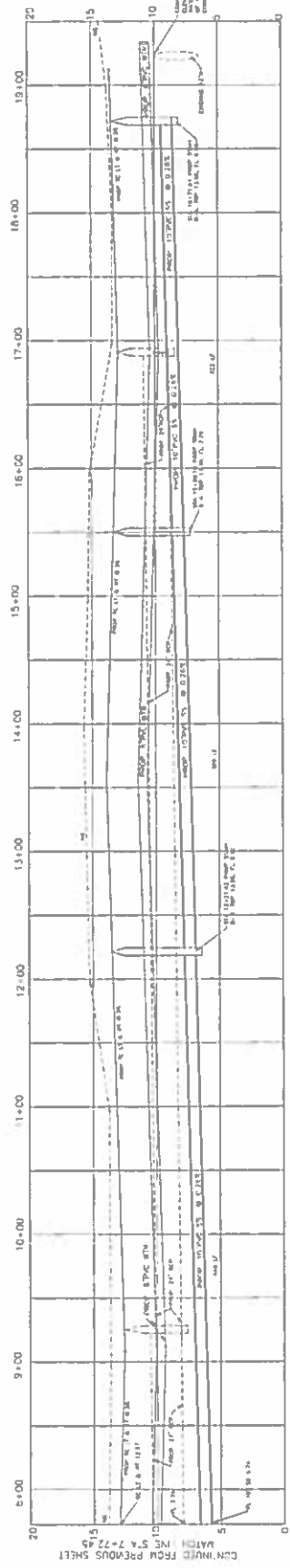


JAMES S. WELSH ENGINEERING, INC. 7150 W. 10TH STREET, SUITE 100 FORT WORTH, TEXAS 76134 TEL: (817) 441-1111 FAX: (817) 441-1112 WWW: WWW.WELSHENG.COM	
PROJECT NO.: DRAWING NO.: SHEET NO.:	PUBLIC IMPROVEMENTS TO STABLE LIGHT ESTATES UNIT 1 CEDROS CREST, DALLAS, TEXAS SANITARY SEWER AND WATER PLAN AND PROFILE
DATE: 12/11/17 BY: JAMES S. WELSH CHECKED BY: JAMES S. WELSH APPROVED BY: JAMES S. WELSH	DESIGNER: JAMES S. WELSH PROJECT MANAGER: JAMES S. WELSH CHECKER: JAMES S. WELSH APPROVER: JAMES S. WELSH



**PUBLIC IMPROVEMENTS  
SHALL MEET CITY AND  
TCEQ STANDARDS**

Quality Control Plan  
 Approved by: [Signature]  
 Date: 08/11/14 10:27 AM



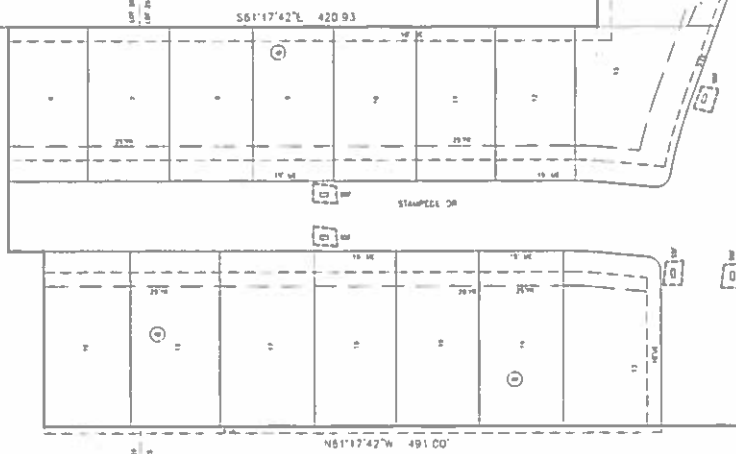
PROFILE - SS LINE - CL YORKTOWN BLVD



RUSSELL A. WELLS, ENGINEERING 1700 W. 14TH ST., SUITE 100, FORT WORTH, TX 76102 TEL: 817.335.1111 FAX: 817.335.1112 WWW: WWW.RUSSELLAWELLS.COM	
PROJECT: IMPROVEMENTS TO SANITARY SEWER AND WATER LINES ALONG CL YORKTOWN BLVD FROM CL STARRY RD TO CL MCKINNEY BLVD	
SHEET NO. 13-5 OF 13	DATE: 08/11/14



LOTS 25, 26, 27, 28 & 29 OF A  
 DEVELOPMENT, L.P., 128.078 ACRE  
 TRACT, DOC NO 2017045845, O.K.



SANDY BEACH BASE MAP



MAIL BASE MAP

LOTS 25, 26, 27, 28 & 29 OF A  
 DEVELOPMENT, L.P., 128.078 ACRE  
 TRACT, DOC NO 2017045845, O.K.

561'17"42" W 420'93"

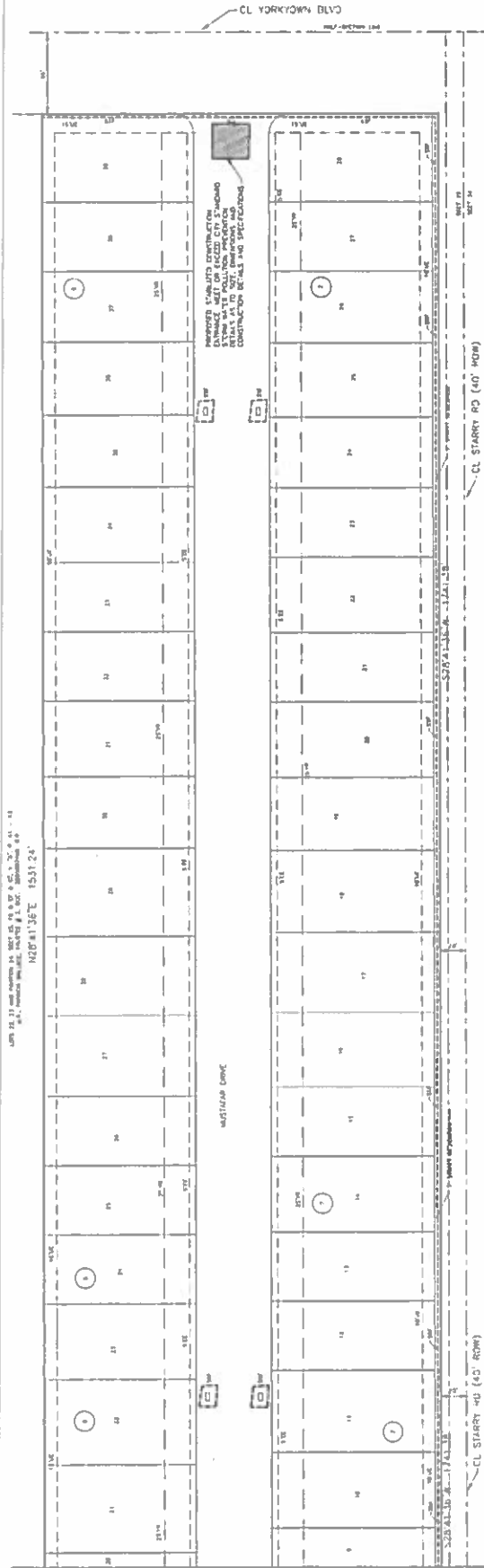
561'17"42" W 491'00"

Prepared by  
 J. P. McManus  
 P.E.  
 D.A. CIVIL ENGINEERING, P.C.  
 1000 W. UNIVERSITY BLVD.  
 SUITE 100  
 CORPUS CHRISTI, TEXAS 78401  
 DATE: 03/12/11  
 1631-26-0000



BASIS OF DESIGN ENGINEERING AND NO. OF LOTS PUBLIC IMPROVEMENTS TO SUBDIVISION LOTS UNIT 1 CORPUS CHRISTI, TEXAS PREVENTION OF AND BASE MAPS	DATE: 03/12/11 DRAWN BY: JPM CHECKED BY: JPM SCALE: AS SHOWN SHEET NO. 1 OF 1
--	---

Lot 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1  
 120° 41' 36" E 1531' 24"



SEWERLINE CONCRETE DRIVE  
 CONCRETE DRIVE  
 CONCRETE DRIVE

**ESTIMATE SUMMARY**

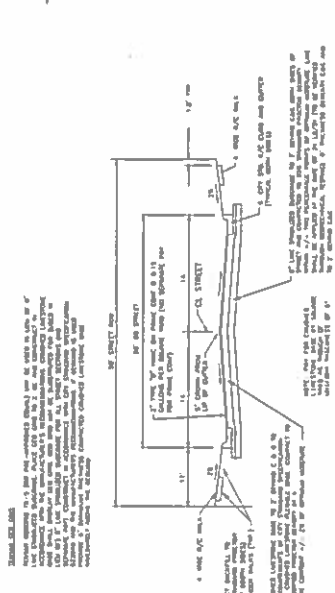
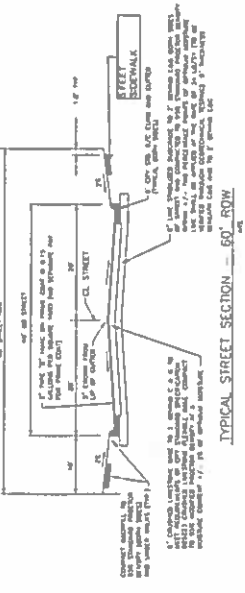
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	1/2\"/>				

**POLLUTION PREVENTION MEASURES**

1. CONSTRUCTION POLLUTION PREVENTION PLAN (CPP) shall be submitted to the City of Corpus Christi for review and approval prior to the start of construction.
2. EROSION CONTROL MEASURES shall be implemented to prevent soil erosion and sedimentation during construction.
3. SEDIMENT CONTROL MEASURES shall be implemented to prevent sediment from entering the stormwater system.
4. SPILL PREVENTION MEASURES shall be implemented to prevent spills of hazardous materials.
5. FUEL OIL CONTAINMENT MEASURES shall be implemented to prevent fuel oil spills.
6. WASTE MANAGEMENT MEASURES shall be implemented to ensure proper disposal of construction waste.
7. AIR POLLUTION CONTROL MEASURES shall be implemented to reduce dust and other air pollutants.
8. WATER QUALITY MONITORING MEASURES shall be implemented to ensure water quality during construction.
9. CONSTRUCTION POLLUTION PREVENTION PLAN (CPP) shall be submitted to the City of Corpus Christi for review and approval prior to the start of construction.
10. EROSION CONTROL MEASURES shall be implemented to prevent soil erosion and sedimentation during construction.
11. SEDIMENT CONTROL MEASURES shall be implemented to prevent sediment from entering the stormwater system.



DALLAS A. MILES ENGINEERING  
 PUBLIC IMPROVEMENTS TO  
 STORMWATER INFRASTRUCTURE  
 CORPUS CHRISTI, TEXAS  
 PREVENTION PLAN - ESTIMATE  
 DATE: 2017.12.11 10:38:08



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

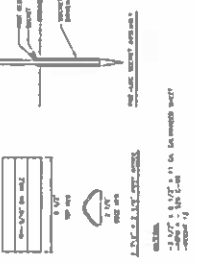
1. END OF ROAD BARRICADE SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

2. BARRICADE SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

3. BARRICADE SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

4. BARRICADE SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

5. BARRICADE SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.



**POZ-LOC SIGN SUPPORT ASSEMBLY**

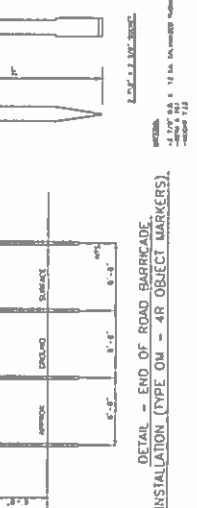
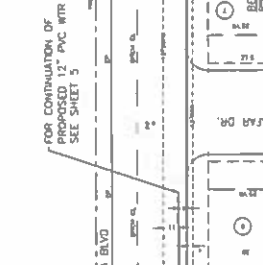
1. SIGN SUPPORT SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

2. SIGN SUPPORT SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

3. SIGN SUPPORT SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

4. SIGN SUPPORT SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

5. SIGN SUPPORT SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.



**STOP SIGN INSTALLATION FOR RESIDENTIAL INTERSECTIONS**

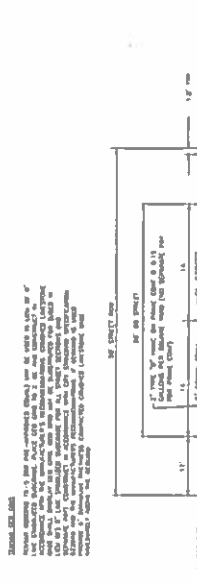
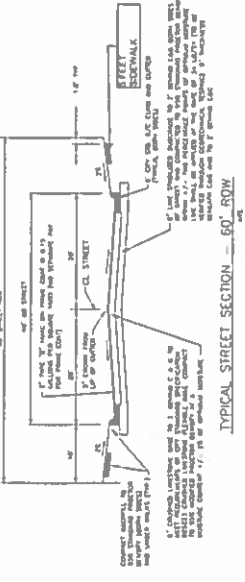
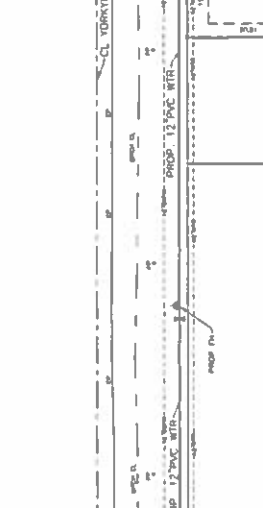
1. STOP SIGN SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

2. STOP SIGN SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

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5. STOP SIGN SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.



**PLAN VIEW OF STREET LAYOUT**

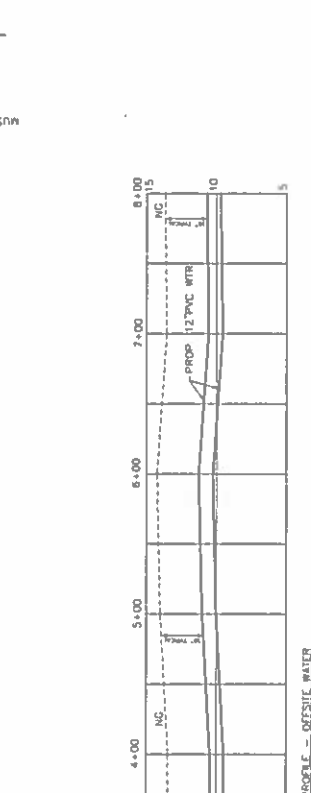
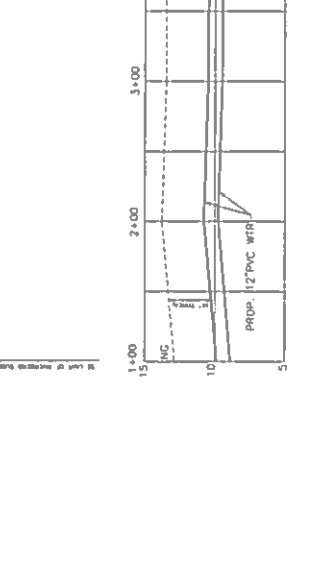
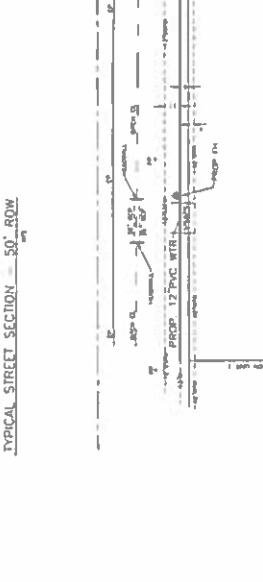
1. PLAN VIEW OF STREET LAYOUT SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.

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5. PLAN VIEW OF STREET LAYOUT SHALL BE INSTALLED AT THE END OF THE ROAD TO BE CLOSED TO TRAFFIC.



**BASS AND WELSH ENGINEERING**  
 75 REGISTRATION NO. 1173017, 5 ALBERTA STREET  
 CORPUS CHRISTI, TEXAS 78401  
 CORPUS CHRISTI, TEXAS 78401  
 OFFSITE WATER PLAN AND PROFILE  
 STREET, SIDEWALK AND DRAINAGE DETAILS

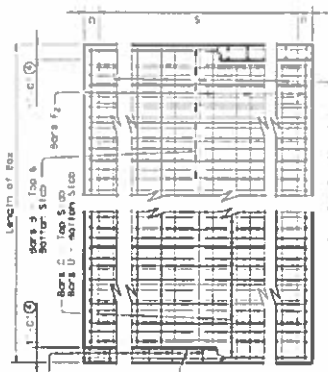
**DATE:** 08/11/2011  
**PROJECT:** 1173017  
**NO.:** 001  
**SCALE:** AS SHOWN  
**BY:** J. W. BASS  
**CHECKED BY:** J. W. BASS  
**DATE:** 08/11/2011



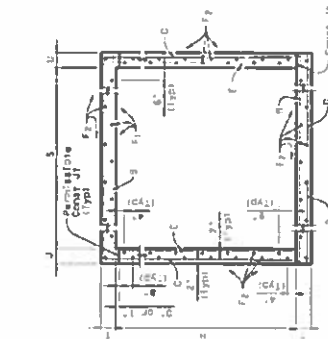
BASS AND WELSH ENGINEERING  
 7110 WESTLAWN AVE. F-22, BOX 5, WORTH WARE, TEXAS 75090  
 PUBLIC IMPROVEMENTS TO  
 STATE HIGHWAY 100, FROM I-30 TO I-10  
 CORPUS CHRISTI, TEXAS 78401  
 1:800 SINGLE BOX CULVERTS CAST-IN-PLACE  
 SCC-5 & 6  
 DATE: 11/15/01  
 DRAWN BY: JWB  
 CHECKED BY: JWB  
 SCALE: AS SHOWN

- 1) For vehicle safety, the following requirements must be met:
  - for structures with 1'-0" high rail, curb must be flush with structure.
  - for structures with 1'-0" high rail, curb must be flush with structure.
  - for structures with 1'-0" high rail, curb must be flush with structure.
- 2) For structures with 1'-0" high rail, curb must be flush with structure.
- 3) For structures with 1'-0" high rail, curb must be flush with structure.
- 4) For structures with 1'-0" high rail, curb must be flush with structure.

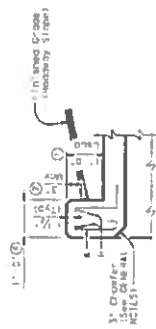
**GENERAL NOTES:**  
 1. See notes on drawing for material specifications.  
 2. All reinforcing steel shall be Grade 60.  
 3. All reinforcing steel shall be Grade 60.  
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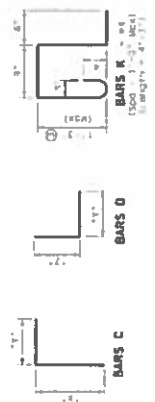
PLAN OF REINF. STEEL



TYPICAL SECTION



SECTION THRU CURB



**HL 83 LOADING SHEET 1 OF 2**

Texas Department of Transportation  
**SINGLE BOX CULVERTS  
 CAST-IN-PLACE  
 0' TO 30' FILL**

SCC-5 & 6

NO.	DATE	BY	CHKD.	APPV.

REVISIONS  
 1. All work on this drawing is governed by the Texas Engineering Practice Act. The user of any part of this drawing is responsible for the consequences of any use of this drawing for purposes other than those intended by the engineer.





BASE AND REINFORCEMENT  
 FOR SINGLE BOX CAST-IN-PLACE  
 CONCRETE CULVERTS  
 PUBLIC WORKS UNIT  
 CONSTRUCTION DIVISION  
 TEXAS DEPARTMENT OF TRANSPORTATION  
 11001 SINGLE BOX CAST-IN-PLACE  
 SCC-B

- 1. 0" min to 3"-C" max. Attached each eighth on shown side in the plan. For structures with pedestrian sidewalks, for structures with 18" or less curb, refer to the notes on the drawing. For structures with curbs more than 18" high, refer to SCC-B-030.
- 2. For vertical curves, the following requirements must be met:  
 a. For structures without bridge rails, curb and project no. for structure above finished grade.  
 b. For structures with bridge rails, curb and project no. for structure above finished grade.  
 c. For structures with bridge rails, curb and project no. above roadway, no changes will be made in quantities and no additional compensation will be allowed for extra work.
- 3. For structures with bridge rails, curb and project no. above roadway, no changes will be made in quantities and no additional compensation will be allowed for extra work.
- 4. 3" high, 6" wide, 2'-0" long when the standard is referred to elsewhere in the plans.

**GENERAL NOTES:**  
 Designed according to ASTM A615, Steel Reinforcement. All reinforcing steel shall be Grade 60. All concrete shall be Class C or higher. Curbs in these structures shall be 18" to 24" high and shall be cast with concrete and shall have a minimum compressive strength of 3,000 psi. Class "S" concrete shall have a minimum compressive strength of 4,000 psi. The use of permanent form is not allowed. The bottom edge of the top slab shall be crowned. Reinforcing bars shall be adjusted to provide a minimum of 6" of concrete cover at the bottom of the slab. Reinforcing bars shall be adjusted to provide a minimum of 6" of concrete cover at the bottom of the slab. Reinforcing bars shall be adjusted to provide a minimum of 6" of concrete cover at the bottom of the slab. Reinforcing bars shall be adjusted to provide a minimum of 6" of concrete cover at the bottom of the slab.

**GENERAL NOTES:**  
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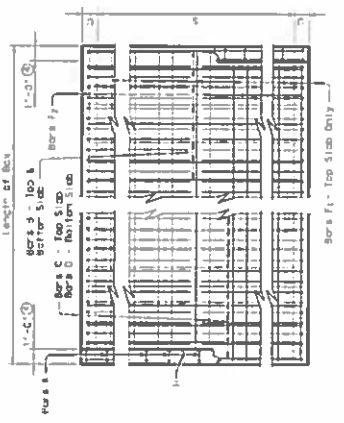
**MBS LOADING SHEET 1 OF 2**

**Texas Department of Transportation**

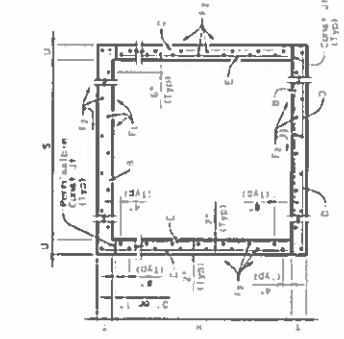
**SINGLE BOX CULVERTS CAST-IN-PLACE 0' TO 30' FILL**

**SCC-B**

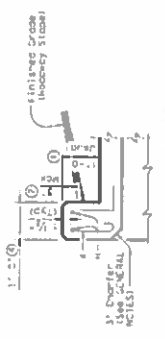
DATE	BY	CHKD	APP'D



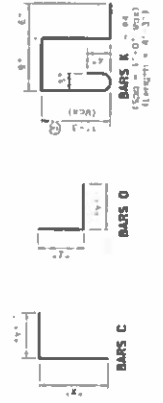
**PLAN OF REIN. STEEL**



**TYPICAL SECTION**



**SECTION THRU CURB**



**REINFORCING BARS**

DATE: \_\_\_\_\_  
 FILE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_







STARLIGHT ESTATES UNIT 1  
 COST ESTIMATE  
 BRIDGE REMOVAL  
 02/02/2018

REMOVE EXISTING BRIDGE REIMBURSABLE BY CITY		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	DEMOLITION OF EXISTING WOODEN BRIDGE AND ABUTMENTS	1	LS	12,400.00	\$12,400.00
2	HAUL OFF AND DISPOSAL OF TREATED BRIDGE TIMBERS	1	LS	2,200.00	2,200.00
3	HAUL OFF AND DISPOSAL OF CONCRETE RUBBLE	1	LS	1,300.00	1,300.00
4	EXCAVATION AND DISPOSAL OF SPOIL MATERIAL UNDER BRIDGE	50	CY	30.00	1,500.00
5	SUPPLY AND PLACE SELECT FILL	180	TONS	20.00	3,600.00
6	SUBGRADE PREPARATION AND COMPACTION (INCLUDE RE-ALIGNMENT TO CENTER OF STARRY RD)	120	SY	20.00	2,400.00
7	TENSAR GEOGRID (INCLUDES RE-ALIGNMENT TO CENTER OF STARRY RD)	120	SY	5.00	600.00
8	8" CRUSHED LIMESTONE BASE (INCLUDES RE-ALIGNMENT TO CENTER OF STARRY RD)	120	SY	17.50	2,100.00
9	MC-30 PRIME COAT (INCLUDES RE-ALIGNMENT TO CENTER OF STARRY RD)	120	SY	6.00	\$720.00
10	2" HMAC (INCLUDES RE-ALIGNMENT TO CENTER OF STARRY RD)	120	SY	17.50	2,100.00
11	30" RCP	72	LF	60.00	4,320.00
12	CEMENT STABILIZED BACKFILL FOR RCP	85	TONS	80.00	6,800.00
13	TEMPORARY TRAFFIC DETOUR LANE - SUBGRADE PREP	340	SY	20.00	6,800.00
14	TEMPORARY TRAFFIC DETOUR LANE - ROAD BASE	340	SY	17.50	5,950.00
15	REMOVE TRAFFIC DETOUR LANE	1	LS	2,765.00	2,765.00
16	TRAFFIC CONTROL - ROW BLOCKAGE PERMIT, BARRICADES, FLAGMEN, TEMPORARY SIGNAGE DURING CONSTRUCTION	1	LS	5,500.00	5,500.00
					<b>\$61,055.00</b>
<b>10% ENGINEERING, SURVEYING &amp; TESTING</b>					<b><u>\$6,105.50</u></b>
<b>TOTAL CONSTRUCTION</b>					<b>\$67,160.50</b>

**INSURANCE REQUIREMENTS**

**I. CONTRACTOR’S LIABILITY INSURANCE**

- A. Contractor shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Contractor shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be listed as an additional insured for the General Liability policy and Business Auto Liability policy, and a waiver of subrogation is required on all applicable policies.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal and Advertising Injury 8. Professional Liability (if applicable) 9. Underground Hazard (if applicable) 10. Environmental (if applicable)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
<b>BUSINESS AUTOMOBILE LIABILITY</b> 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
<b>WORKERS’ COMPENSATION</b> (for paid employees)	Which Complies With The Texas Workers’ Compensation Act And Paragraph II Of This Exhibit.
<b>EMPLOYER’S LIABILITY</b>	\$500,000 / \$500,000 / \$500,000
<b>PROPERTY INSURANCE</b>	Contractor shall be responsible for insuring all owned, rented, or leased personal property for all perils.

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

## II. ADDITIONAL REQUIREMENTS

- A. Contractor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. An "All States endorsement shall be included for Companies not domiciled in Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 826-4555- Fax #

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
  - The "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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



**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>NA</u>	<u>NA</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>NA</u>	<u>NA</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>NA</u>	<u>NA</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>NA</u>	<u>NA</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 Mostaghasi Title: General Partner  
 (Print)

Signature of Certifying Person:  Date: 12-7-17

## 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.