Ordinance authorizing a Wastewater Collection Line Extension Construction and Reimbursement Agreement for up to \$252,213.49 with MPM Development, LP to construct off-site wastewater improvements for a planned residential subdivision, Royal Oak Unit 3, located on Rand Morgan Road, south of Leopard Street. with а completion date of within 24 transferring \$164,127.48 from the Wastewater Trunk System Trust Fund to the Wastewater Collection Line Trust Fund appropriating \$252,213.49 to reimburse the Developer per the agreement

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

SECTION 1. The City Manager or designee is authorized to execute a Wastewater Collection Line Construction and Reimbursement Agreement (Agreement) attached hereto, with MPM Development, LP for the construction and installation of 3638 linear feet of 12-inch wastewater collection line, to provide wastewater service for the planned residential and commercial subdivision named Royal Oak Unit 3, Corpus Christi, Texas.

SECTION 2. In the event of project delay, the City Manager or designee is authorized to execute an extension of the Agreement for a period not to exceed a period of 24 months.

SECTION 3. Funding in the amount of \$164,127.48 is transferred from the No. 4220-21800-777 Wastewater Trunk System Trust to the No.4220-21801-777 Wastewater Collection Line Trust Fund.

SECTION 4. Funding in the amount of \$252,213.49 is appropriated from the No.4220-21801-777 Wastewater Collection Line Trust Fund to reimburse the Developer for the off-site wastewater improvements in accordance with the Agreement.

SECTION 5. This ordinance takes effect upon passage.

That the foregoing ordinance was read for the first time day of, 2022, by the following vot	
Paulette Guajardo	John Martinez
Roland Barrera	Ben Molina
Gil Hernandez	Mike Pusley
Michael Hunter	Greg Smith
Billy Lerma	
That the foregoing ordinance was read for the second day of 2022, by the following vote: Paulette Guajardo Roland Barrera Gil Hernandez Michael Hunter Billy Lerma	John Martinez Ben Molina Mike Pusley Greg Smith
PASSED AND APPROVED on this the day of ATTEST:	, 2022.
Rebecca Huerta City Secretary	Paulette Guajardo Mayor

WASTEWATER COLLECTION LINE EXTENSION CONSTRUCTION AND REIMBURSEMENT AGREEMENT

STATE OF TEXAS §

§

COUNTY OF NUECES §

This Wastewater Collection Line Extension 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 March 17, 2021, to develop a tract of land, to wit approximately 55.24 acres known as Royal Oak Unit 3, Corpus Christi Texas 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 wastewater collection line extension ("Collection Line");

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

WHEREAS, it is to the best interest of the City that the Collection Line be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.2.E. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Collection Line Trust Fund and are appropriated by the City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs from the Wastewater Collection Line Trust Fund for installing the Collection Line, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

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. The City is executing this agreement as trustee of the Wastewater 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.
- 2. <u>REQUIRED CONSTRUCTION</u>. Developer/Owner shall construct the Collection Line 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.

3. 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 Collection Line, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

SANITARY	Y SEWER ITEMS REIMBURSABLE BY CITY		
ITEM	DESCRIPTION	QUANTITY	UNIT
1.	12" PVC PIPE	3638	LF
2.	MANHOLE, FIBERGLASS	10	EA
3.	PATCH PAVEMENT AT MH IN CLARKWOOD ROAD	1	LS
4	STORM WATER POLLUTION PREVENTION FOR SANITARY		
4.	SEWER CONSTRUCTION	1	LS
5.	TRENCH SAFETY	3638	LF
6.	DEWATERING	3638	LF

- b. The plan must be in compliance with the City's master plans.
- c. The plans and specifications must comply with the City's Wastewater Standards Detail Sheets and Standard Specifications.
- d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.
- 4. <u>SITE IMPROVEMENTS</u>. Prior to the start of construction of the Collection Line, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Collection Line. If any of the property needed for the Easements is owned by a third party and the 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.
- 5. <u>PLATTING FEES</u>. Developer/Owner shall pay to the City the required acreage fees and prorata fees as required by the UDC.
- 6. <u>DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS</u>. Developer/Owner shall award a contract and complete the Collection Line, under the approved plans and specifications, within 24 months of the approval of this Agreement by City Council.
- 7. <u>TIME IS OF THE ESSENCE</u>. Time is of the essence in the performance of this contract.
- 8. <u>PROMPT AND GOOD FAITH ACTIONS</u>. The parties shall act promptly and in good faith in performing their duties and 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.

- 9. <u>DEFAULT</u>. 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 and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.
 - c. Developer/Owner fails to award a contract for the construction of the Collection Line, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.
 - d. Developer/Owner's contractor does not reasonably pursue construction of the Collection Line under the approved plans and specifications.
 - e. Developer/Owner's contractor fails to complete construction of the Collection Line, under the approved plans and specifications, on or before within 24 months of the approval of this Agreement by City Council.
 - f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

10. NOTICE AND CURE.

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 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 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 12, 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 Developer/Owner by reducing the reimbursement amount due to the 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 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.
- 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 in equity for such default.

11. 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; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.
- b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within 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.

12. 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 Attn: Moses Mostaghasi PO Box 331308 Corpus Christi, Texas 78463

2. If to the City:

City of Corpus Christi Attn: Director, Development Services Department 2406 Leopard Street 78401 P. O. Box 9277 Corpus Christi, Texas 78469-9277 with a copy to:

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

- b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.
- c. Either party may change the address for notices by giving notice of the change under the provisions of this section.
- 13. <u>THIRD PARTY BENEFICIARY</u>. Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Collection Line, contracts for testing services, and contracts with the contractor for the construction of the Collection Line must provide that the City is a third-party beneficiary of each contract.
- 14. <u>PERFORMANCE AND PAYMENT BONDS</u>. 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, the 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.
- 15. <u>WARRANTY</u>. Developer/Owner shall fully warranty the workmanship of and function of the Collection Line and the construction of the Collection Line for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services.

16. REIMBURSEMENT.

a. The cost for the Collection Line is \$760,336.80, maximum reimbursable is 50% of the total cost which is \$380,168.40 less \$127,954.91 lot/acreage fee credit is \$252,213.49. Subject to the conditions for reimbursement from the Wastewater Collection Line Trust Fund and the appropriation of funds, the City will reimburse the developer the reasonable actual cost of the Wastewater Collection Line up to an amount not to exceed \$252,213.49 as shown in the attached Exhibit 4, the contents of such exhibit being incorporated by reference into this Agreement.

- b. 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 Form provided by the Development Services Department
 - 2. Contractor and professional services invoices detailing work performed
- d. 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. 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.

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.

- e. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the 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 the uncured default occurred.
- 17. <u>PAYMENTS</u>, <u>CREDITS AND DEFERRED REIMBURSEMENT</u>. 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 Wastewater Collection Line Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and this Agreement has priority per UDC §8.5.2. E.
- 18. <u>INDEMNIFICATION</u>. 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 wastewater service to the development, including injury, loss, or damage which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with the construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the public improvements associated with the development described above, including the injury, loss or damage caused by the sole or contributory negligence of the indemnitees or any of them, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of indemnitees, or any of them, but not if caused by the sole negligence of indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorney's fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

This indemnity specifically includes all claims, damages, and liabilities of whatever nature, foreseen or unforeseen, under any hazardous substance laws, including but not limited to the following:

- (a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling, creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the developer/owner shall be responsible under subparagraph shall include but shall not be limited to the 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.

- 19. <u>ASSIGNMENT OF AGREEMENT</u>. 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.
- 20. <u>DISCLOSURE OF INTEREST</u>. 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 Interest form attached to this Agreement as **Exhibit 5**.
- 21. <u>EFFECTIVE DATE</u>. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.
- <u>22.</u> <u>DEDICATION OF COLLECTION LINE</u>. Upon completion of the construction, dedication of Collection Line will be subject to City inspection and approval.
- <u>23.</u> <u>CERTIFICATE OF INTERESTED PARTIES</u>. Developer/Owner agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

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

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

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

- <u>24. CONFLICT OF INTEREST</u> 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
- 25. <u>AUTHORITY.</u> 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.

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

EXECUTED IN ONE ORIGINAL	. this day of	, 2022.
ATTEST:	CITY OF CORPU	IS CHRISTI
Rebecca Huerta City Secretary	Albert J. Raymon Director of Develo	
THE STATE OF TEXAS §		
\$ COUNTY OF NUECES §		
	edged before me on or of Development Service for the C	
Texas.		
	Notary Po	ublic's Signature
Approved to Legal Form:		
Buck Brice		
Assistant City Attorney		

DEVELOPER/OWNER:

MPM Development, LP.

PO Box 331308

Corpus Christi, Texas 78463

By:

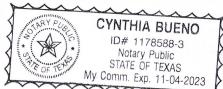
Moses Mestaghasi, General Partner

STATE OF TEXAS

8

COUNTY OF MUCCES

§ 8



Notary Public's Signature

<u>NOTES</u>

- 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 SUBJECT SITE IS IN FEMA ZONE X (0.2% ANNUAL CHANCE FLOOD) 48355C0285G (10/23/15).
- 4. LEGAL DESCRIPTION: A 55. 235 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF SURVEY 416, A. B. & M., CERT. 962, ABS. 838 AND BEING A PORTION OF AN 80 AC. TRACT DESCRIBED AS RAND MORGAN ROAD PROPERTY IN DEED, DOC. NO. 2001007773, D. R.
- 5. THERE ARE NO KNOWN NATURAL WATER BODIES, JURISDICTIONAL WETLANDS, ENDANGERED SPECIES HABITAT, STATE SUBMERGED LANDS OR CRITICAL DUNES ON THE SITE.
- 6. A STORM WATER POLLUTION PREVENTION PLAN WILL BE SUBMITTED WITH THE CONSTRUCTION PLANS FOR ANY PROJECT ONE (1) ACRE OR GREATER OR A STORM WATER POLLUTION CONTROL PLAN IF LESS THAN ONE (1) ACRE.
- THIS DEVELOPMENT MEETS THE CITY'S MASTER DRAINAGE PLAN AND THE PROPOSED DRAINAGE WILL NOT ADVERSELY AFFECT THE DRAINAGE PATTERN OR DESIGN OF THE ADJACENT PROPERTIES.
- 8. THE TOTAL PLATTED AREA CONTAINS 55.235 ACRES OF LAND INCLUDING STREET DEDICATIONS.
- 9. THE YARD REQUIREMENT, AS DEPICTED, IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
- 10. ALL DRIVEWAYS TO PUBLIC STREETS WITHIN THE SUBDIVISION SHALL CONFORM TO ACCESS MANAGEMENT STANDARDS OUTLINED IN ARTICLE 7 OF THE UDC.
- 11. ALL DRIVEWAYS SHALL BE PLACED ON THE SHORTER WIDTH OF THE LOT (NO DRIVEWAY SHALL BE ALLOWED ON THE LONGER WIDTH OF THE LOT) EXCEPT THIS DOES NOT APPLY TO COMMERCIAL LOTS.

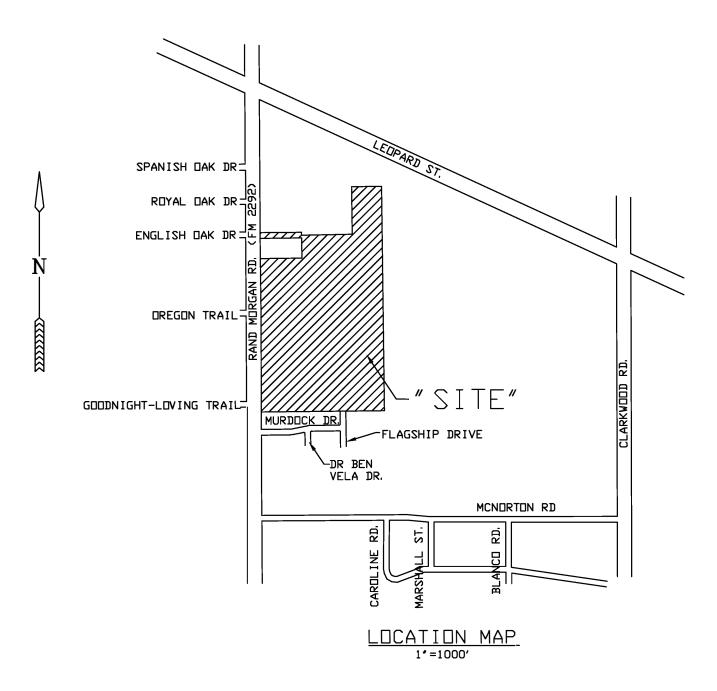
STATE OF TEXAS	§	
COUNTY OF NUECES	§	
EMBRACED WITHIN THE BOUN OF AS SHOWN, THAT STREETS A OR IF NOT PREVIOUSLY DED	NDARIES OF THE FOREG THAT WE HAVE HAU ND EASEMENTS AS SHO ICATED, ARE HEREBY DI	WE ARE THE OWNERS OF THE LAND OING PLAT, SUBJECT TO A LIEN IN FAVOR DISAID LAND SURVEYED AND SUBDIVIDED OWN HAVE BEEN HERETOFORE DEDICATED, EDICATED TO THE PUBLIC USE FOREVER ES OF DESCRIPTION AND DEDICATION.
THIS THE DAY OF _		, 20,
		MOSSA MOSTAGHASI, GENERAL PARTNER
STATE OF TEXAS	§	
COUNTY OF NUECES	§	
THIS INSTRUMENT WAS ACK PARTNER OF MPM DEVELOR		IE BY MOSSA MOSTAGHASI, GENERAL
THIS THE DAY OF		20
		NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
STATE OF TEXAS	§	
COUNTY OF NUECES	§	
		SURVEYOR OF BASS & WELSH PLAT WAS PREPARED FROM A

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

SURVEY MADE ON THE GROUND UNDER MY DIRECTION.

THIS THE _____ DAY OF ______, 20_____,

Exhibit 1



PLAT OF

ROYAL OAK UNIT 3

A 55. 235 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF SURVEY 416,
A. B. & M. CERT. 962, ABS. 838 AND BEING A PORTION OF AN 80 AC. TRACT
DESCRIBED AS RAND MORGAN ROAD PROPERTY IN DEED, DOC. NO. 2001007773, O. R.

CORPUS CHRISTI, NUECES COUNTY, TEXAS

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

DATE PLOTTED: 12/29/21 COMP. NO.: PLAT-SH1 JOB NO.: 20027 SCALE: AS SHOWN PLOT SCALE: 1" = 60' SHEET 1 OF 4 STATE OF TEXAS
COUNTY OF NUECES

WE, ________(NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON A PORTION OF 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.

R THE PURPOSES AND CONSIDE	RATIONS THEREIN EXPRESSED.
	BY:
	TITLE:
TATE OF TEXAS §	
OUNTY OF NUECES §	
HIS INSTRUMENT WAS ACKNOWLE	DGED BEFORE ME BY (NAME),
	(TITLE), OF
HIS THE DAY OF	
NΠ	TARY PURLIC. IN AND FOR

STATE OF TEXAS §
COUNTY OF NUECES §

THE STATE OF TEXAS

THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY THE DEPARTMENT

OF DEVELOPMENT SERVICES OF THE CITY OF CORP	PUS CHRISTI, TEXAS
	BRETT F. FLINT, P.E. DEVELOPMENT SERVICES ENGINEER
	DATE
STATE OF TEXAS §	
COUNTY OF NUECES §	
THE FINAL PLAT OF THE HEREIN DESCRIBED PROI THE CITY OF CORPUS CHRISTI, TEXAS BY THE PL	
THIS THE DAY OF	_, 20
	RAYMOND, III, AIA CRETARY
STATE OF TEXAS §	
COUNTY OF NUECES §	
I, KARA SANDS, CLERK OF THE COUNTY COURT I	N AND FOR SAID COUNTY, DO
HEREBY CERTIFY THAT THE FOREGOING INSTRUME	NT DATED THE DAY OF
	RTIFICATE OF AUTHENTICATION,
WAS FILED FOR RECORD IN MY OFFICE THE	DAY OF
, 20 AT	O'CLOCKM., AND
DULY RECORDED THE DAY OF	20 AT
O'CLOCK,M. IN THE MAP RECORDS OF SAI	D COUNTY IN VOLUME

_____, PAGE ______, INSTRUMENT NUMBER _____

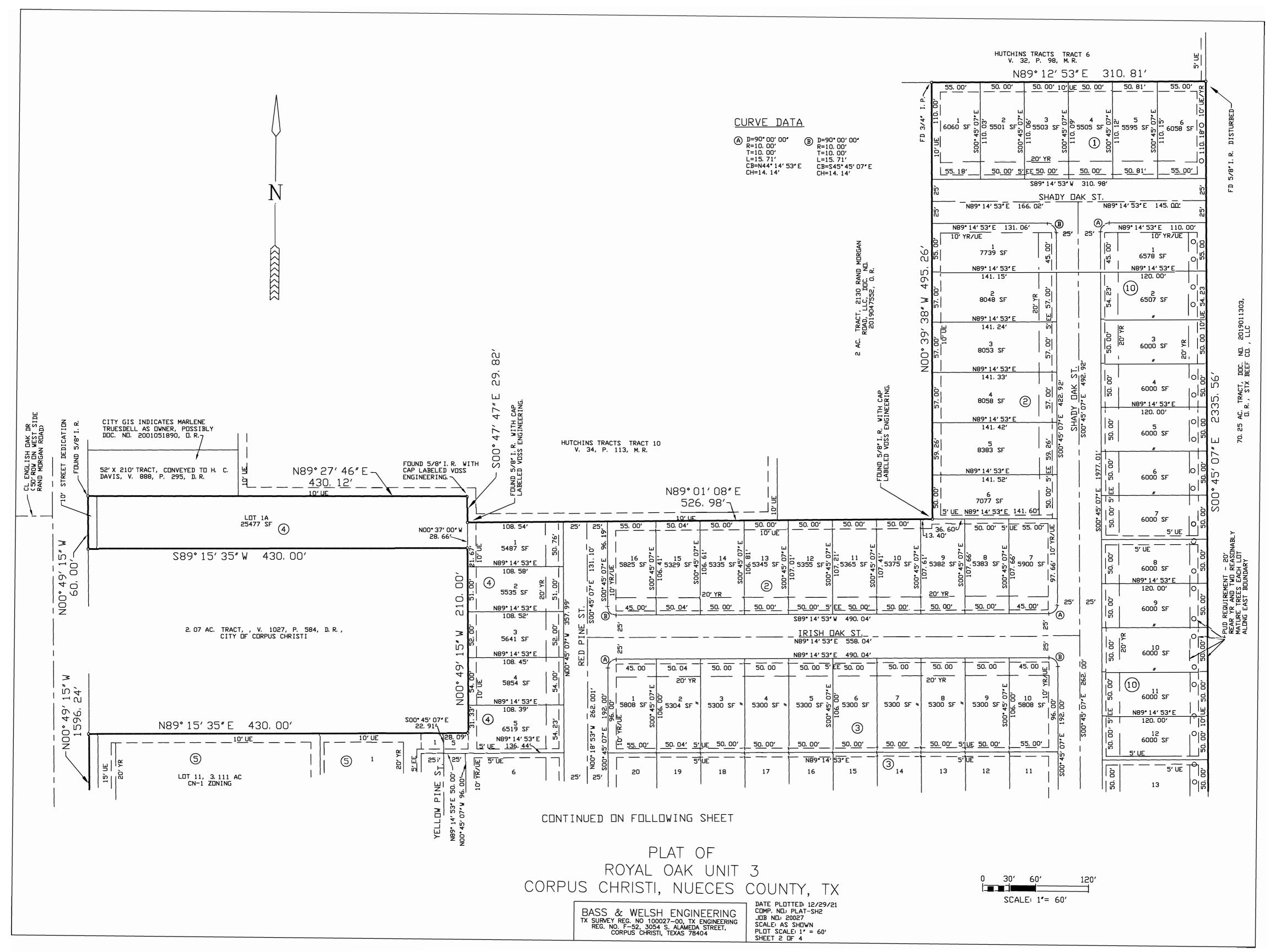
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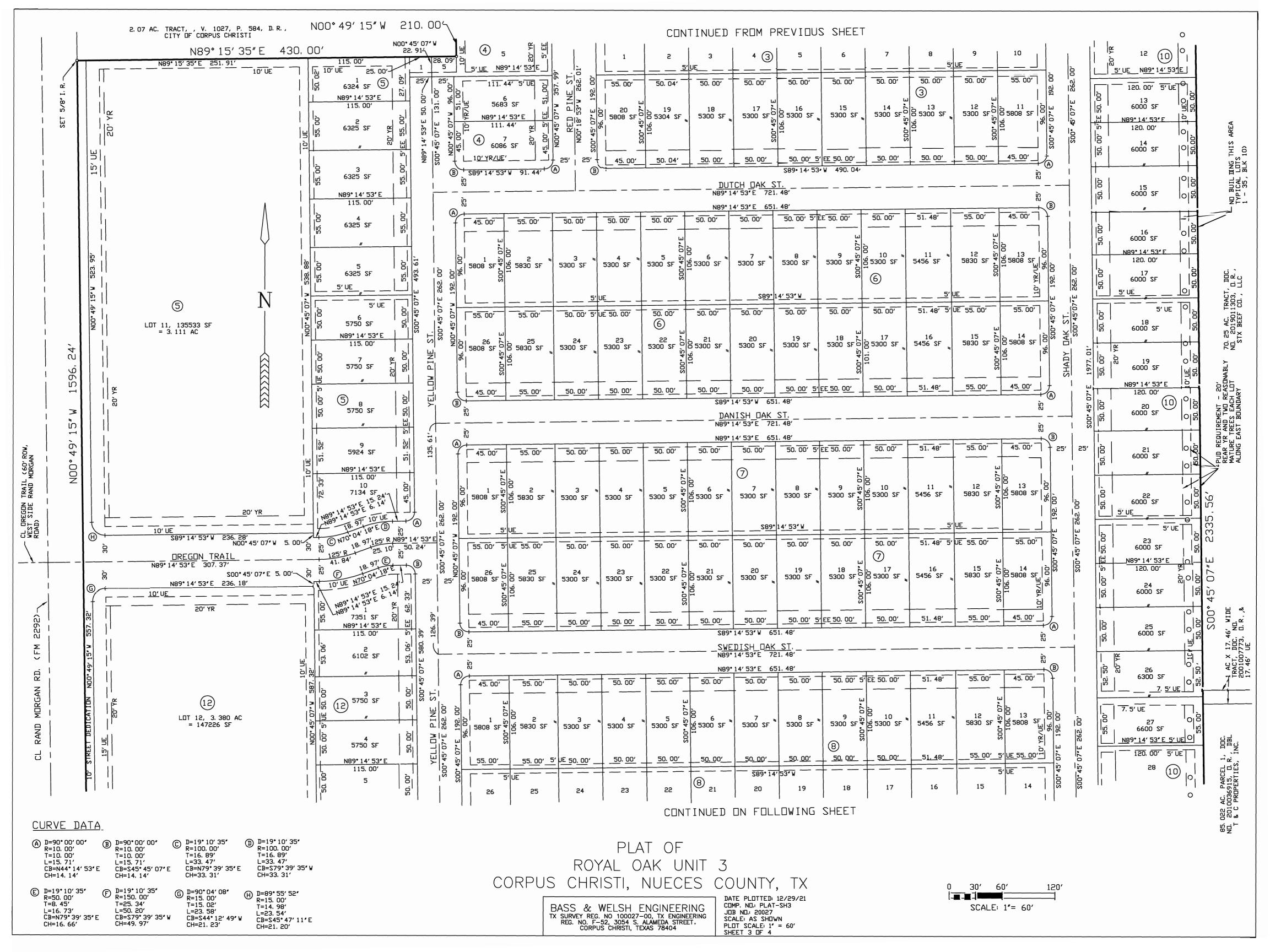
HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT OFFICE IN

CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR LAST WRITTEN.

KARA SANDS, CLERK
COUNTY COURT
NUECES COUNTY, TEXAS

WITNESS MY





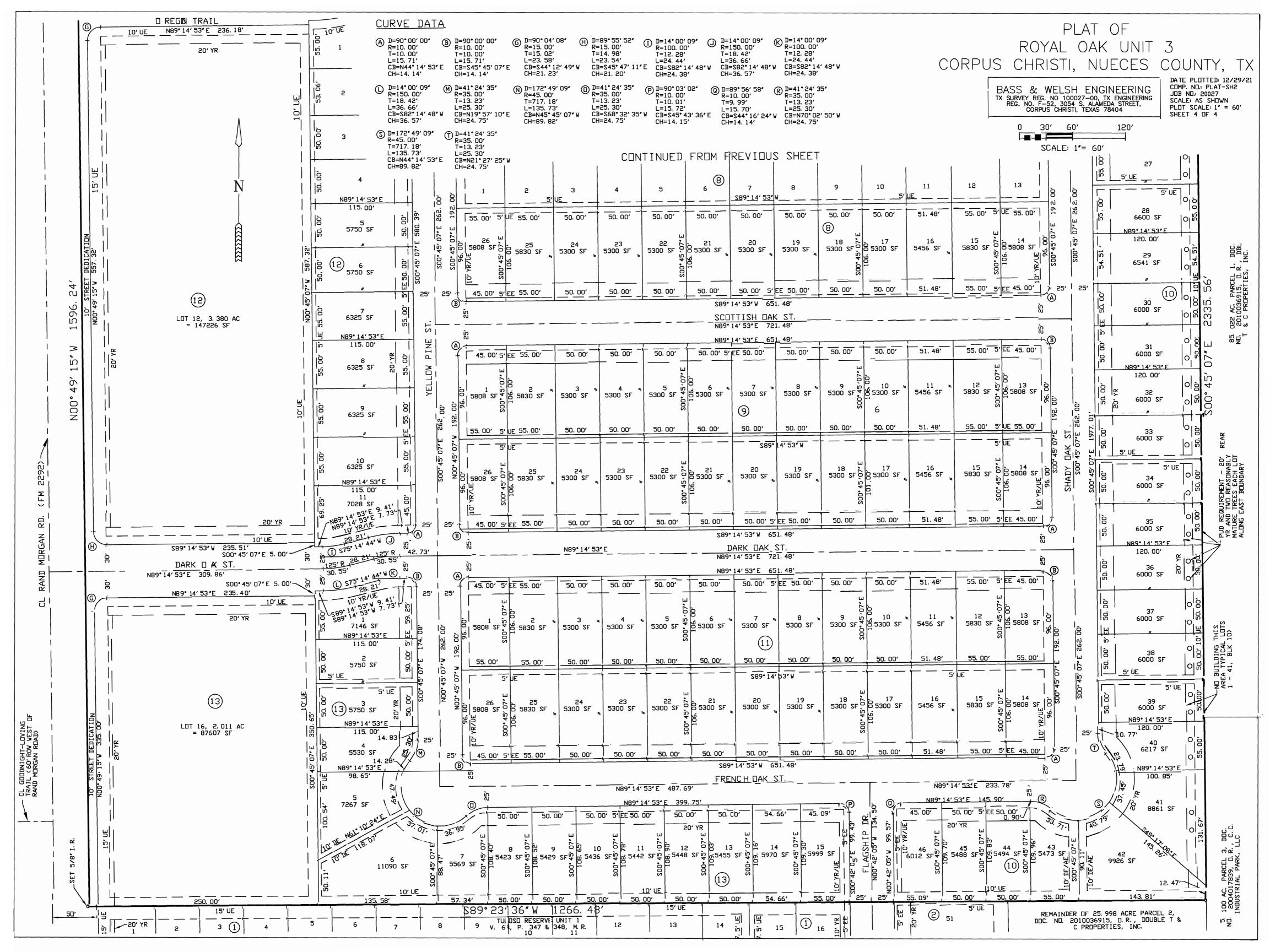


Exhibit 2

APPLICATION FOR WASTE WATER REIMBURSEMENT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of proposed Royal Oak Future Unit 3, hereby request reimbursement of \$252,213.49 for the installation of the offsite waste water collection line in conjunction with said subdivision, as provided for by City Ordinance No. 17092. \$760,336.80 is the construction cost, including 10% Engineering, Surveying and Testing as shown by the cost supporting documents attached herewith.

General Partner

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on 2022, by Mossa Mostaghasi, General Partner of MPM Development, LP, on behalf of the said corporation.

CYNTHIA BUENO

ID# 1178588-3 Notary Public STATE OF TEXAS My Comm. Exp. 11-04-2023 Notary Public in and for Nueces County, Texas

Exhibit 2

APPLICATION FOR WASTE WATER CREDIT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of proposed Royal Oak Future Unit 3, hereby apply for \$127,954.91 credit towards the waste water lot and acreage fees for the collection line extension in conjunction with said subdivision as provided for by City Ordinance No. 17092. \$760,336.80 is the construction cost, including 10% Engineering, Surveying and Testing as shown by the cost supporting documents attached herewith.

Mossa Mostaghasi General Partner

(Date)

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on ________, 2022, by Mossa Mostaghasi, General Partner of MPM Development, LPI on behalf of the said corporation.

CYNTHIA BUENO

ID# 1178588-3 Notary Public STATE OF TEXAS My Comm. Exp. 11-04-2023 Nodry Public in and for Nueces County, Texas

EXHIBIT3

OFFSITE STORM AND SANITARY SEWER PUBLIC IMPROVEMENTS TO ROYAL OAK FUTURE UNITS CORPUS CHRISTI, NUECES COUNTY, TEXAS

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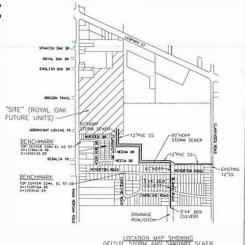
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SHEET INDEX

SHEET 1 COVER SHEET AND MISCELLANEOUS INFORMATION SHEET 2 OFFSITE STORM AND SANITARY SEWER PLAN AND PROFILE AND SWOMP (HYDRAULICS) SHEET 3 OFFSITE STORM AND SANITARY SEWER PLAN AND PROFILE SHEEL 4 OFFSITE STORM AND SANITARY SEWER PLAN AND PROFILE SHEET 5 OFFSITE STORM SEWER PLAN AND PROFILE AND ESTIMATE SUMMARY SHEET 6 IXDOT SINGLE BOX CULVERT PRECAST 5' SPAN SHEET 7 STORM WATER POLLUTION PREVENTION NOTES AND DETAILS

OFFSITE SANITARY SEWER PLAN AND PROFILE

SHEET 8

PLANS ARE RELEASED FOR CONSTRUCTION

Construction Plans will

F. Flint, PE Date: DEVELOPMENT SERVICES

Digitally signed by Brett 2022.06.09 14:27:21 -05'00

MOSES MOSTACHASI P.O. BOX J31308 CORPUS CHRISTI, TEXAS 78463 (361) 774-3832

BENCHMARKS
MAYD 88 (MRT), NAD B3 (HOROZOMIAL) 10° CENTER STON AT RANG HORGAN BEAS. EL 62 37 SEC LO:ATION MAP ABOVE

TOP CENTER SINH, IN HENDRICH ROAD, EL

BASS AND WELSH ENGINEERING TX RECISTRATION HO F-52, 3054 S ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404

OFFSITE STORM AND SANITARY SEWER PUBLIC IMPROVEMENTS TO ROYAL OAK FUTURE UNITS CORPUS CHRISTI, NUECES COUNTY, TEXAS

COVER SHEET AND MISCELLANEOUS INFORMATION

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- 2 ALL SS MANACLES SHALL BE FREEFICLASS WITH WATERTIGHT BOTTOMS 3 NO SEPARATE PAY FOR ANY DE-MATERING OR SPECIAL EMBEDMENT REQUIRED FOR SANTARY SEMER PIPES AND MANNOLES.
- 4. THE WORDS SANTARY SEWER SHALL MEAN WASTE WATER AND VICE VERSA
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NOTICES - INTERRUPTION OF SERVICES

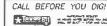
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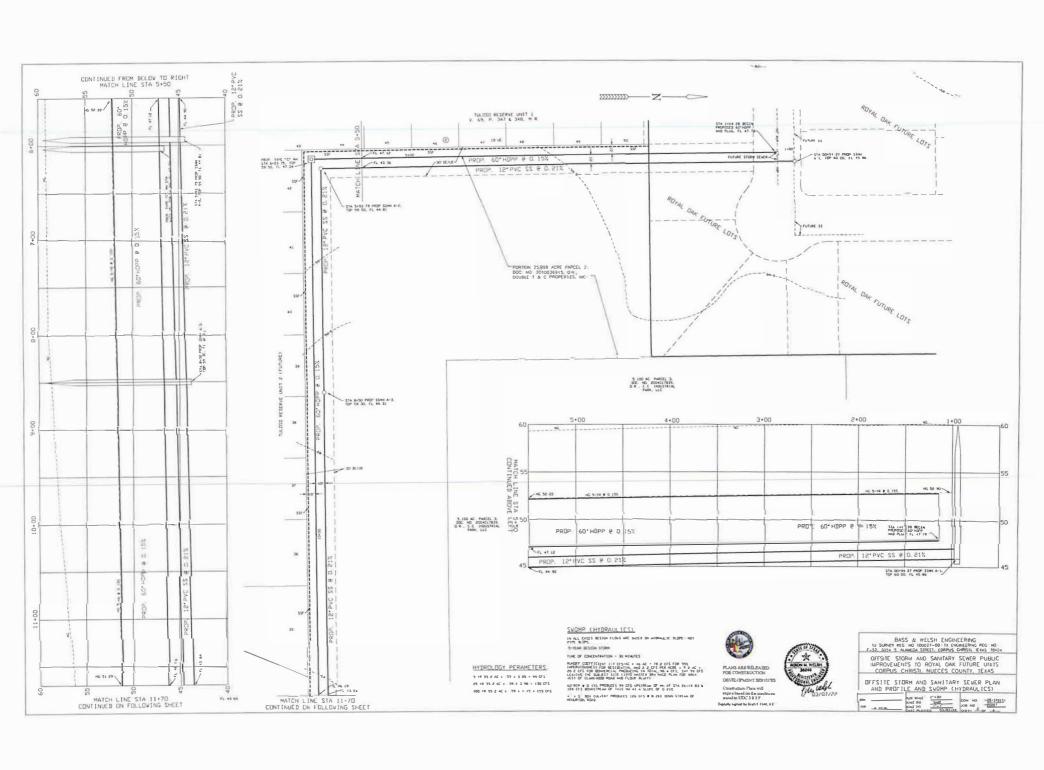
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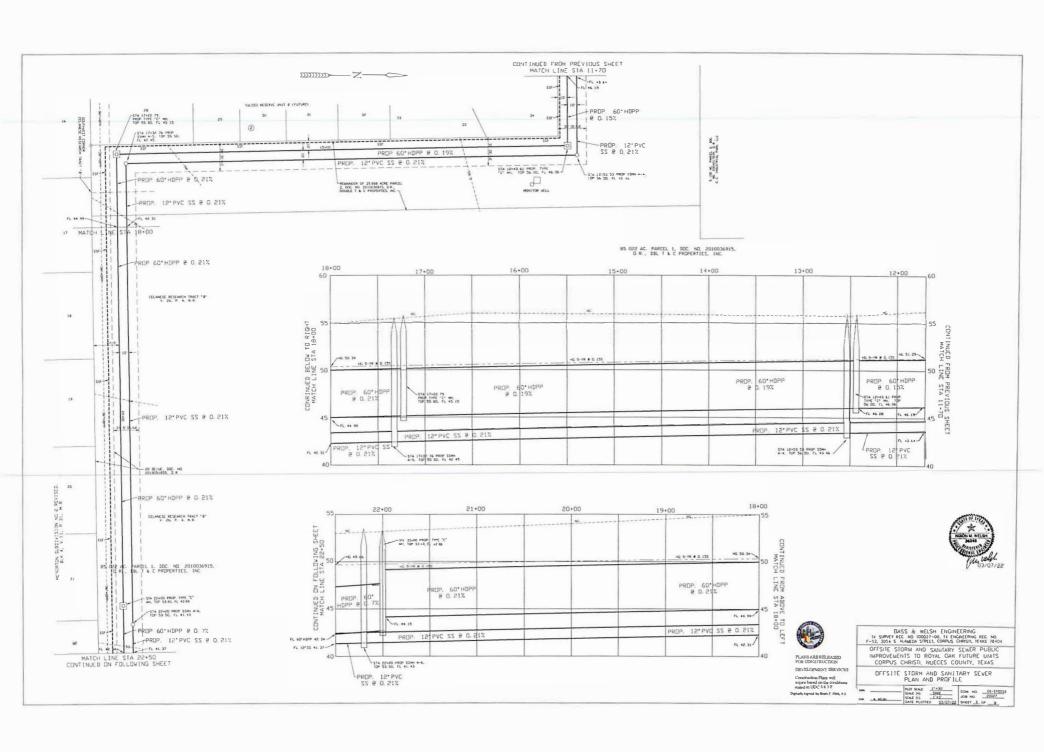


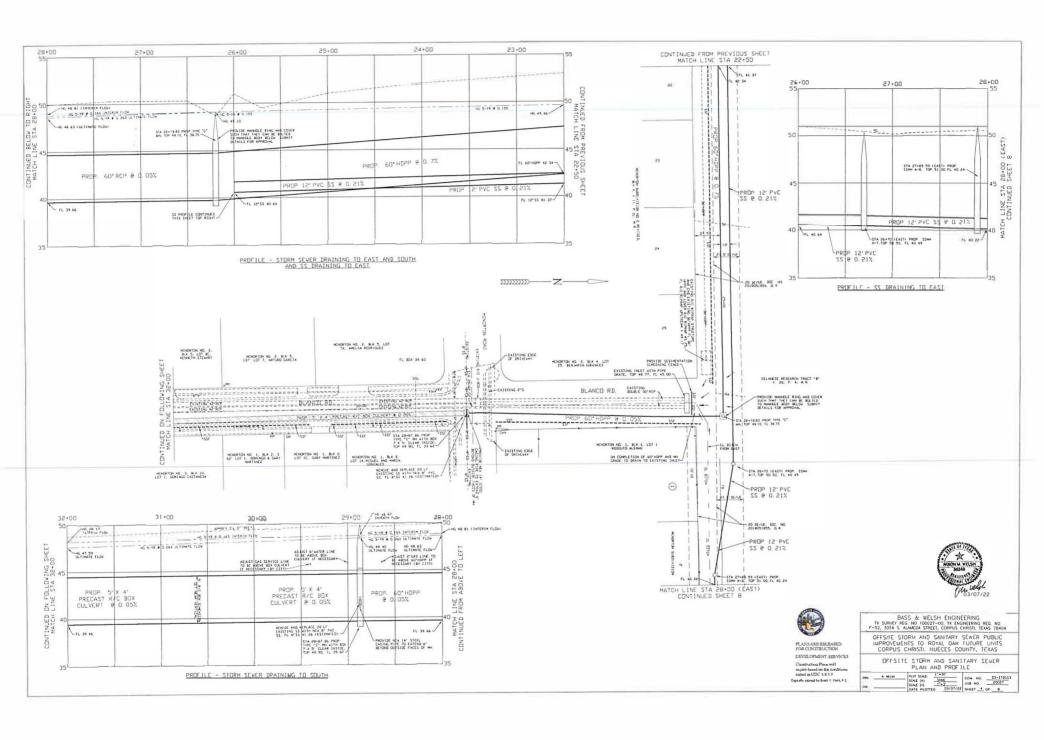
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- # CONTRACTOR SHALL DISURE THAT TRAFFIC CONTROL MEASURES AND MPLEMENTED AS HELDED ANY WORM IN CITY RENEL-OF-ANY REQUIRES .

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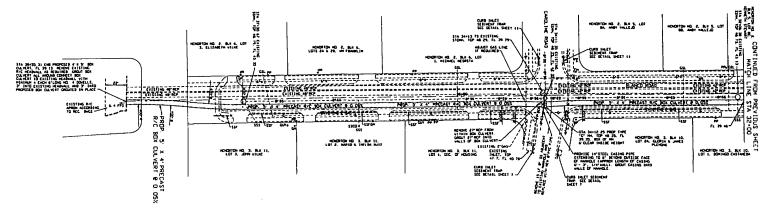
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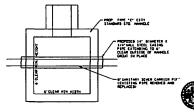


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•	MEMONS & MERINES B. INC PROSPER PERSON	25	匝
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	CLARCEOGO BOAD	1	1.5



DETAIL - SS LINE CROSSING THRU TYPE 'C'
CITY STANDARD STORM MANHOLE

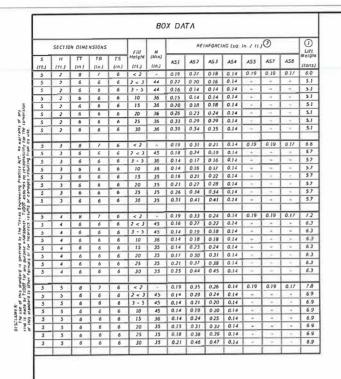
PLANS ARE RELEASED FOR CONSTRUCTION DEVELOPMENT SERVICES Commission Plans will expert based on the conditions amend in UDC 3 E 5 P
Digitally report by front F. Face, P E

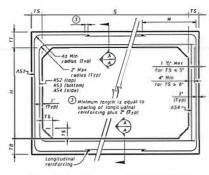


BASS & WELSH ENGINEERING
TX SURVEY REG. NO 100027-00. TX ENGMEDICAR REG. NO
F-52, 3054 S. ALMEDA STREET, CORRAS CHRST, TEXAS 78404

OFFSITE STORM AND SANITARY SEWER PUBLIC IMPROVEMENTS TO ROYAL OAK FUTURE UNITS CORPUS CHRISTI, NUECES COUNTY, TEXAS

OFFSITE STORM SEVER PLAN AND PROFILE AND ESTIMATE SUMMARY





FILL HEIGHT 2 FT AND GREATER

CORNER OPTION "A"

CORNER OPTION "B"

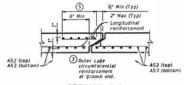
-AS2 -AS7 for TS < 5 - AS4 radius (Typ)

CORNER OPTION "A"

CORNER OPTION "B"

FILL HEIGHT LESS THAN 2 FT

4 Length is equal to spacing of longitudinal reinforcing plus Z. (10° Min) (Typ)



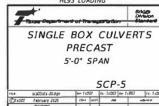
SECTION A-A (Showing top and bottom stab foint reinforcement.

MATERIAL NOTES:
Provide 0.03 sq. in Int. minimum longitudinal reinforcement at the street is also and walls. This minimum requirement may be met by the transverse wires when white mesh reinforcement is used.
Provide Class H concrete (f'c = 5,000 psi).

GENERAL NOTES

GENERAL NOTES:
Designs shown conform to ASIM C1577. Refer to ASIM C1571
for information or details not shown.
See Box Culverts Precess Histoclineous Details (SCP-MD)
standard sheet for details and notes not shown.
In lieu of rurnishing the designs shown on this sheet, the
contractor may furnish an atternate design that is equal to
or exceeds the box design for the design III height in the
table: Submit shop plans for afternate designs in accordance
with Item Precess Concrete Sirvitural Members (Fabrication).

HL93 LOADING







2 AS1 thru AS4, AS7 and AS8 are minimum required areas of reinforcement per linear foot of box length AS5 is minimum required area of reinforcement per linear fool of box width

1) For box length = 8-0"

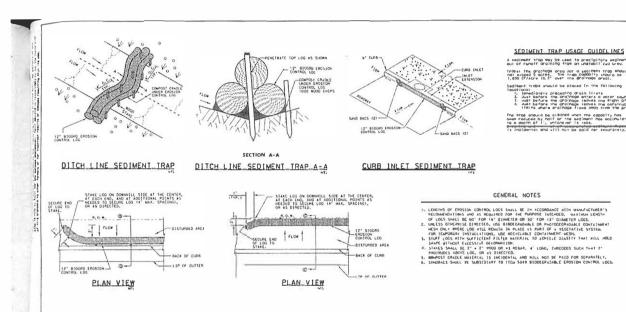


PLANS ARTI RELEASED FOR CONSTRUCTION DEVELOPMENT SERVICES Contrates Pleas will experiment in the conditions stated in UDC 385F Decay served to bress F. Fanc, F.E.

OFFSITE STORM AND SANITARY SEWER PUBLIC IMPROVEMENTS TO ROYAL OAK FUTURE UNITS CORPUS CHRISTI, NUECES COUNTY, TEXAS TXDOT SINGLE BOX CULVERT, PRECAST, 5' SPAN

BASS AND WELSH ENGINEERING

IX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET
CORPUS CHRISTI, TEXAS 70404



CONTROL LOG

SECTION C-C

RICHT-OF-WAY SEDIMENT TRAP

12" BIOGRO EROSION CONTROL LOG

STARE

SECTION B-B

BACK OF CURB SEGIMENT TRAP

RETAINING MALL

PRILLITION PREVENTION NOTES

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- PAY FOR 1113 SCREEN FENCES, STABLESTED CONSTRUCTION INTRACE AND ALL POLEUTION PREVENTION MEASURES OF ALL TIPES IN UNIT PRICE OF "STORM VALUE POLIUTION PREVENTION"
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- 16 the Trust Postulos of two on committee from the Trust Postulos of Trust Postul

SEDIMENTATION SCREENING FENCE SEE ORY SCHOOLING STORM WITH POLICEDO

STORM WATER POLLUTION PREVENTION MOTE

© 2009 by Texas Department or Transportation All rights reserved

Texas Department of Transportation

BIODEGRADABLE EROSION CONTROL LOGS CRP-BECL

PROVIDE SEDIMENTATION SCREENING FENCE AND SEDIMENTATION TRAPS WHERE SHOWN IN PLANS AND ACCORDING TO DETAILS AND NOTES THIS SHEET







PLANS ARE RELEASED FOR CONSTRUCTION

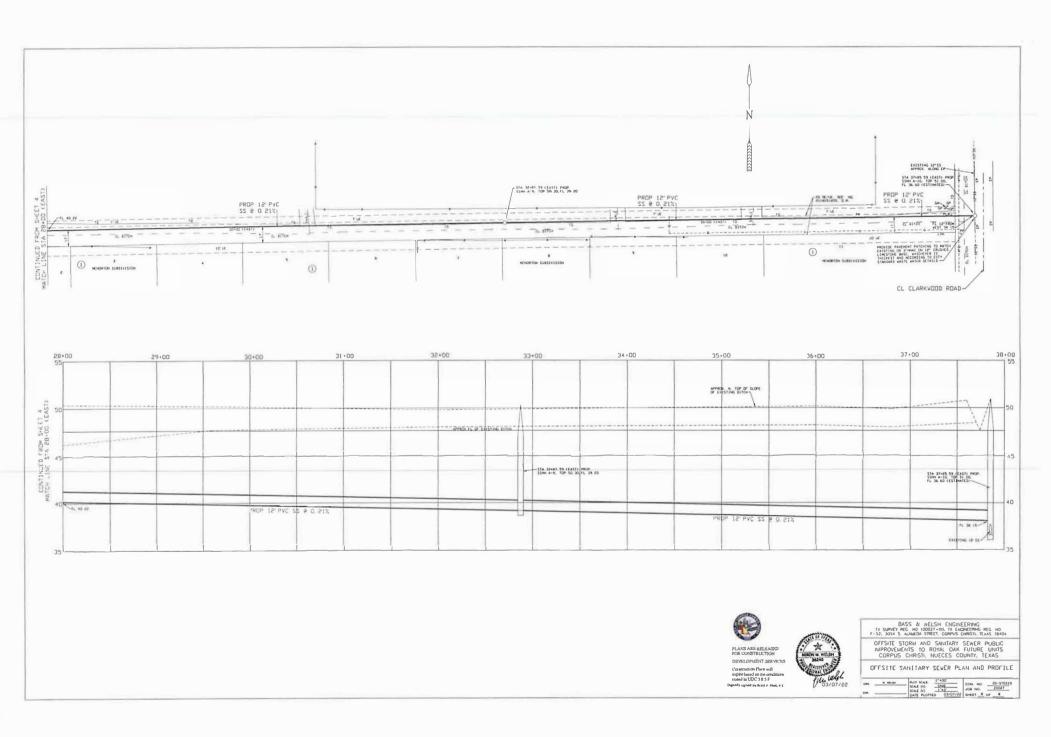
DEVELOPMENT SERVICES

Communion Place will expert based on the conditions stand at EDC 181F

Cognady squad by Bress # Flots, P.E.

BASS & WELSH ENGINEERING TX SURVEY REG NO 100027-00, TX ENGINEERING REG NO F-52, 3054 S ALAMEDA STREET, CORPUS CHRISTI, 1EXAS 78404 OFFSITE STORM AND SANITARY SEWER PUBLIC IMPROVEMENTS TO ROYAL OAK FUTURE UNITS

CORPUS CHRISTI, NUECES COUNTY, TEXAS STORM WATER POLLUTION PREVENTION NOTES AND DETAILS





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

BASS WELSH ENGINEERING TX Registration No. F-52 Survey Registration No. 100027-00 P.O. Box 6397 Corpus Christi, TX 78466-6397 3054 S. Alameda St. 361 882-5521~ FAX 361 882-1265

20027-SS REIMB 06/07/22B

ROYAL OAK FUTURE UNIT 3 OFFSITE SANITARY SEWER REIMBURSEMENT ESTIMATE

SANITARY	SEWER ITEMS REIMBURSABLE BY CITY				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	12" PVC PIPE	3638	LF	90.00	327,420.00
2.	MANHOLE, FIBERGLASS	10	EA	6,500.00	65,000.00
3.	PATCH PAVEMENT AT MH IN CLARKWOOD ROAD	1	LS	2,000.00	2,000.00
4	STORM WATER POLLUTION PREVENTION FOR SANITARY				
4.	SEWER CONSTRUCTION	1	LS	10,000.00	10,000.00
5.	TRENCH SAFETY	3638	LF	3.00	10,914.00
6.	DEWATERING	3638	LF	60.00	218,280.00

SUBTOTAL \$633,614.00

10% CONTINGENCIES 63,361.40

10% ENGINEERING & SURVEYING 63,361.40

SUBTOTAL \$760,336.80

50% OF ABOVE SUBTOTAL \$380,168.40

LESS WASTEWATER LOT FEE 262 X 432.30 <u>-113,262.60</u>

LESS WASTEWATER ACREAGE FEE 8.502 ACRES X 1,728.10 -14,692.31

TOTAL AMOUNT REIMBURSABLE \$252,213.49

MAXIMUM AMOUNT REIMBURSABLE = 1/2 OF THE OFFSITE COST LESS CREDIT FOR LOT/ACREAGE FEES

NOTE: UNIT PRICES AS SHOWN ABOVE WERE FURNISHED BY DEVELOPER





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

Located at: 2406 Leopard Street (Corner of Leopard St. and Port Ave.)

DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA".

NA	ME:									
ST	REET:	:		CITY:		ZIP:				
FIF	RM is:	☐ Corporation	☐ Partnership	☐ Sole Owner	Association	Other				
				DISCLOSURE QU	ESTIONS					
If a	dditior	nal space is neces	ssary, please use	the reverse side o	f this page or attac	ch separate sheet.				
1.		stituting 3% or m			of Corpus Christi having an "ownership interestove named "firm". Job Title and City Department (if known)					
2.		tituting 3% or m		of the City of ship in the above		having an "ownership interest"				
3.		tituting 3% or m		mber" of the City ship in the above	named "firm".	ti having an "ownership interest" sion, or Committee				
4.	on a	ny matter related e of the ownersh		of this contract a		city of Corpus Christi who worked rship interest" constituting 3% or				
wit	hheld	disclosure of any	tion provided is tru information requ Texas as change:	lested; and that su	of the date of this	statement, that I have not knowingly nents will be promptly submitted to				
Се	rtifying	g Person:			T	ïtle:				
		(Print)		_						
Sig	nature	e of Certifying Per	rson: 🔀			Date:				

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.