

Ordinance authorizing Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement with MPM Development, LP; and appropriating \$72,130.00 from Water Arterial Transmission and Grid Main Trust Fund to reimburse the Developer

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 Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement ("Agreement"), attached hereto, with MPM Development, LP. ("Developer"), for the extension of a 12-inch public waterline, including all related appurtenances, for the development of a portion of Lots 24, 25 and 26, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, known as Starlight Estates Unit 1, Corpus Christi, Nueces County, Texas.

SECTION 2. Funding in the amount of \$72,130.00 is appropriated from the No. 4030 Water Arterial Transmission and Grid Main Trust Fund to reimburse the Developer for the construction of the public waterline improvements in accordance with the Agreement.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2018, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Lucy Rubio	_____
Paulette Guajardo	_____	Greg Smith	_____
Michael Hunter	_____	Carolyn Vaughn	_____
Debbie Lindsey-Opel	_____		

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2018, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Lucy Rubio	_____
Paulette Guajardo	_____	Greg Smith	_____
Michael Hunter	_____	Carolyn Vaughn	_____
Debbie Lindsey-Opel	_____		

PASSED AND APPROVED on this the _____ day of _____, 2018.

ATTEST:

Rebecca Huerta
City Secretary

Joe McComb
Mayor

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

STATE OF TEXAS §

COUNTY OF NUECES §

This Water Arterial Transmission and Grid Main Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, P.O. Box 9277, Corpus Christi, Texas, 78469-9277, and MPM Development, LP. ("Developer"), PO Box 331308 Corpus Christi, TX 78463.

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

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

WHEREAS, Developer has submitted an application for reimbursement of the costs of extending a 12-inch waterline from the existing 12-inch located along the south side of Yorktown Boulevard and west of Starry Road for a distance of 917 linear feet in order to connect the water grid main and consistent with the Unified Development Code (**Exhibit 2**);

WHEREAS, it is in the best interests of the City to have the 12-inch waterline on Yorktown Boulevard for a distance of 917 linear feet installed by Developer in conjunction with the final plat;

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

WHEREAS, Chapter 212 of the Texas Local Government Code authorizes a municipality to make a contract with a Developer of a subdivision or land in the municipality to construct public improvements related to the subdivision or land;

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

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

1. REQUIRED CONSTRUCTION

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

2. PLANS AND SPECIFICATIONS

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

1. Install 917 linear feet of 12-inch PVC waterline pipe.
2. Install two (2) 12 inch gate valve with box
3. Install four (4) tees 12 inch.
4. Install one (1) 12 inch cap tapped for 2 inch
5. Install three (3) fire hydrant assembly.
6. Install three (3) 8 inch gate valve with box
7. Install four (4) 6 inch dia. X 30-inch long PVC pipe nipple
8. Install one (1) Traffic Control during construction.

b. The plans and specifications must comply with City Water Distribution Standards and Standard Specifications.

c. Before the Developer starts construction the plans and specification must be approved by the City's Development Services Engineer.

3. SITE IMPROVEMENTS

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

4. PLATTING FEES

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

Development Services prior to the installation of the 12-inch waterline and is approved.

5. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS

Developer shall award a contract and complete the improvements to 12-inch waterline, under the approved plans and specifications, by **March 27, 2019**.

6. TIME IS OF THE ESSENCE

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

7. PROMPT AND GOOD FAITH ACTIONS

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

8. DEFAULT

The following events shall constitute default:

- a. Developer fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval by City Council.
- b. Developer's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services by the 40th calendar day after the date of approval by City Council.
- c. Developer fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.
- d. Developer's contractor does not reasonably pursue construction of the project under the approved plans and specifications.
- e. Developer's contractor fails to complete construction of the project, under the approved plans and specifications, on or before **March 27, 2019**.
- f. Either the City or Developer otherwise fails to comply with its duties and obligations under this Agreement.

9. NOTICE AND CURE

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in detail the nature of the default and the requirements to cure such default.

- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer, at the address stated above, of the need to perform the obligation or duty, and should Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to Developer by reducing the reimbursement amount due Developer.
- e. In the event of an uncured default by the Developer, after the appropriate notice and cure period, the City has all its common law remedies and the City may:
 - 1. Terminate this Agreement after the required notice and opportunity to cure the default.
 - 2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project.
 - 3. Perform any obligation or duty of the Developer under this agreement and charge the cost of such performance to Developer. Developer shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer receives notice of the cost of performance. In the event that Developer pays the City under the preceding sentence, and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.
- f. In the event of an uncured default by the City after the appropriate notice and cure period, the Developer has all its remedies at law or equity for such default.

10. FORCE MAJEURE

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

other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

11. NOTICES

- a. Any notice or other communication required or permitted to be given under this Agreement must be given to the other Party in writing at the following address:
 - 1. If to the Developer:

Moses Mostaghassi
General Partner
PO Box 331308
Corpus Christi, TX 78463
 - 2. If to the City:

City of Corpus Christi
1201 Leopard Street (78401)
P.O. Box 9277
Corpus Christi, Texas 78469
ATTN: Assistant City Manager
Development Services
- b. Notice required by the paragraph may be by United States Postal Service, First Class Mail, Certified, Return Receipt Requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.
- c. Either party may change of address for notices by giving notice of the change under the provisions of this section.

12. THIRD-PARTY BENEFICIARY

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

13. PERFORMANCE AND PAYMENT BONDS

Developer shall require its contractor for the construction of the project, before beginning the work, to execute with Developer and the City a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$25,000. The performance and payment bond must comply with Texas Government Code, Chapter 2253 and must be in the form and substance as attached to this Agreement.

14. WARRANTY

Developer shall fully warranty the workmanship of and function of the 12-inch waterline improvements and the construction as outlined in the Unified

Development Code (UDC) Section 8.1.6 from and after the date of acceptance of the facilities by the City Engineer.

15. REIMBURSEMENT

- a. Subject to the appropriation of funds, the City will reimburse the Developer 100% of the reasonable cost of the 12-inch waterline improvements, not to exceed **\$72,130.00**. See attached cost estimate (**Exhibit 4**).
- b. Subject to the appropriation of funds, the City agrees to reimburse the Developer on a monthly basis upon invoicing for work performed. The reimbursement will be made no later than 30-days from the date of the invoice. Developer shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement as detailed in **Exhibit 5**.
- c. To be eligible for reimbursement, the work completed in a good and workmanlike manner, and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.
- d. In the event that this Agreement is terminated by the City at a time when there has been a partial completion and partial payment for the improvements, then the City shall only reimburse Developer for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that there is an uncured default by the Developer.

16. INDEMNIFICATION

DEVELOPER, COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM CITY ON ACCOUNT OF INJURY OR DAMAGE TO PERSON INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS COMPENSATION AND DEATH CLAIMS, OR PROPERTY LOSS OR DAMAGE OF ANY OTHER KIND WHATSOEVER, TO THE EXTENT ANY INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE DEVELOPER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT OR TO PROVIDE CITY WATER SERVICE TO THE DEVELOPMENT, INCLUDING INJURY, LOSS, OR DAMAGE WHICH ARISE OUT OF OR ARE IN ANY MANNER CONNECTED WITH, OR ARE CLAIMED TO ARISE OUT OF OR BE IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT DESCRIBED ABOVE, INCLUDING THE INJURY, LOSS OR DAMAGE CAUSED BY THE SOLE OR

CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES, WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT.

THIS INDEMNITY SPECIFICALLY INCLUDES ALL CLAIMS, DAMAGES, AND LIABILITIES OF WHATEVER NATURE, FORESEEN OR UNFORESEEN, UNDER ANY HAZARDOUS SUBSTANCE LAWS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

(A) ALL FEES INCURRED IN DEFENDING ANY ACTION OR PROCEEDING BROUGHT BY A PUBLIC OR PRIVATE ENTITY AND ARISING FROM THE PRESENCE, CONTAINMENT, USE, MANUFACTURE, HANDLING, CREATING, STORAGE, TREATMENT, DISCHARGE, RELEASE OR BURIAL ON THE PROPERTY OR THE TRANSPORTATION TO OR FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCE. THE FEES FOR WHICH THE DEVELOPER SHALL BE RESPONSIBLE UNDER THIS SUBPARAGRAPH SHALL INCLUDE BUT SHALL NOT BE LIMITED TO THE FEES CHARGED BY (I) ATTORNEYS, (II) ENVIRONMENTAL CONSULTANTS, (III) ENGINEERS, (IV) SURVEYORS, AND (V) EXPERT WITNESSES.

(B) ANY COSTS INCURRED ATTRIBUTABLE TO (I) THE BREACH OF ANY WARRANTY OR REPRESENTATION MADE BY DEVELOPER/OWNER IN THIS AGREEMENT, OR (II) ANY CLEANUP, DETOXIFICATION, REMEDIATION, OR OTHER TYPE OF RESPONSE ACTION TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCE ON OR UNDER THE PROPERTY REGARDLESS OF WHETHER OR NOT THAT ACTION WAS MANDATED BY THE FEDERAL, STATE OR LOCAL GOVERNMENT.

THIS INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE AGREEMENT.

17. ASSIGNMENT OF AGREEMENT

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

18. COVENANT RUNNING WITH THE LAND

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

19. DISCLOSURE OF OWNERSHIP INTERESTS

Developer further agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Ownership interests form attached hereto as **Exhibit 6**.

20. AUTHORITY

All signatories signing this Agreement warrant and guarantee that they have the authority to act on behalf of the entity represented and make this Agreement binding and enforceable by their signature.

21. EFFECTIVE DATE

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

EXECUTED IN ONE original, *this 15 day of FEBRUARY, 2018.

SIGNATURES FOUND ON PAGES 9 and 10.

Developer
Moses Mostaghassi
MPM Development, LP
PO Box 331308
Corpus Christi, TX 78463

By: 

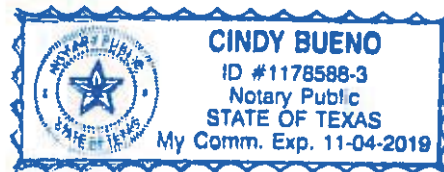
Moses Mostaghassi
General Partner

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Moses Mostaghassi, General Partner, MPM Development, LP, and acknowledged before me on the 15th day of FEBRUARY, 2018.



Notary Public, State of Texas



CITY OF CORPUS CHRISTI:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

By: _____
William J. Green, P.E.
Development Services Interim Director

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 William J. Green, P.E., Interim Director of Development Services, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2018.

Notary Public, State Of Texas

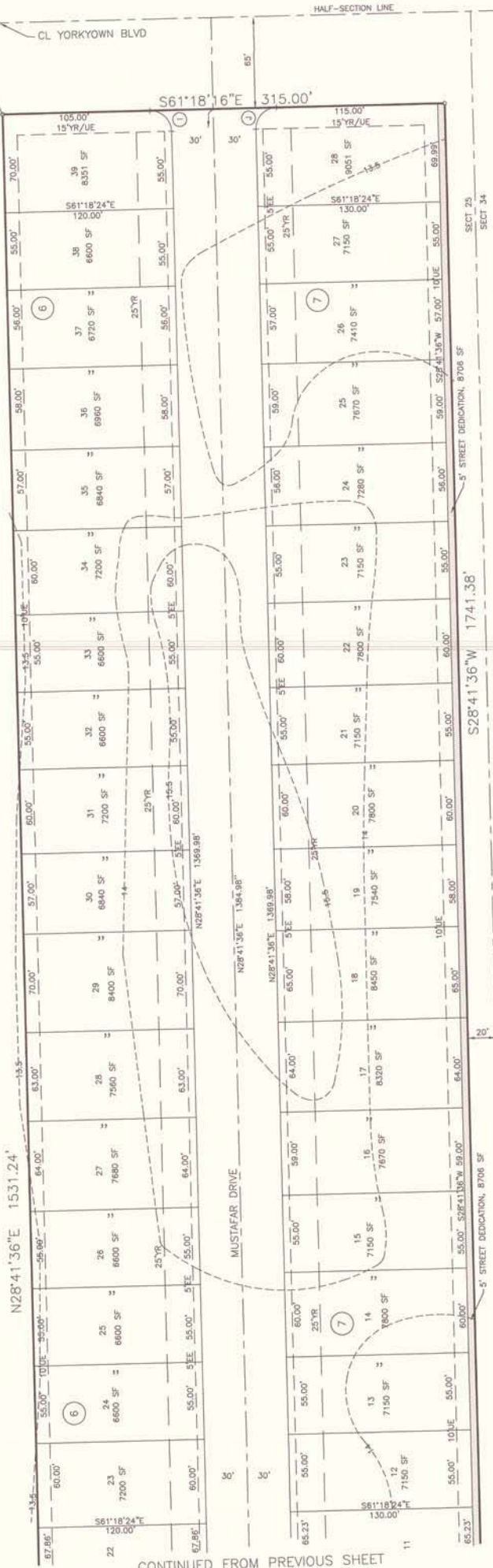
APPROVED AS TO FORM: This 15 day of February, 2018.

Buck Bruce

Assistant City Attorney
For the City Attorney

LOTS 22, 23 AND PORTION 24, SECT 25, FB & EF &
G1, 1/2, 2, P. 41 - 43, M.R., PATRICIA WALLACE,
TRUSTEE # 2, DOC. 2005007409, O.R.

N28°41'36"E 1531.24'



CONTINUED FROM PREVIOUS SHEET

- NOTES
1. THE RECEIVING WATER FOR THE STARRY WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE OSO CREEK IS AN ENVIRONMENTALLY SENSITIVE AREA. THE OSO CREEK FLOWS DIRECTLY INTO THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO CREEK 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 48355000400, 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 ENCLAND FARM AND ENCLAND 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 UNITED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.

CURVE DATA:

① D=487.9752' R=15.00' L=13.56' CB=73°41'40"E CH=21.21'
② D=907.0008' R=15.00' L=13.56' CB=73°41'40"E CH=21.21'



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, ACCURATE, AND THAT WE HAVE BEEN ENGAGED TO SURVEY AND PLAT THIS PROPERTY 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
CORPUS CHRISTI, NUECES COUNTY, TEXAS

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

DATE PLATTED: 10/13/17
CMP. NO. PLAT-SHE.DWG
JOB NO. 170827
PLAT SCALE: SAME
SHEET 2 OF 2

0 25' 50' 100'
SCALE: 1"= 50'

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

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
ERIC VILLARREAL, P.E.

INTERIM SECRETARY
WILLIAM J. GREEN, P.E.

STATE OF TEXAS
COUNTY OF NUECES

I, KARLA SANDOS, 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.

DEPUTY
KARLA SANDOS, 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, T40R09E, R10E, NUECES COUNTY, TEXAS, A MAP OF WHICH IS
RECORDED IN V. A., P. 41 - 43, MAP RECORDS, NUECES COUNTY, TEXAS

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

DATE PLATTED: 10/19/17
JOB NO. 17001-SH1
SCALE: 1" = 50'
SHEET NO. 2 OF 2



I, PATRICIA WALLACE, TRUSTEE # 2, HEREBY CERTIFY THAT I AM THE OWNER OF THE
LAND EMBRACED WITHIN THE BOUNDARIES OF THE STARLIGHT ESTATES UNIT 1, AND IN
FAVOR OF THE SUBDIVISION OF THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE
STARLIGHT ESTATES UNIT 1, THAT I HAVE HAD LAND SURVEYED AND
SUBDIVIDED AS SHOWN, THAT STREETS AND EASEMENTS AS SHOWN HAVE BEEN HERETOFORE
EXISTED, OR NOT EXISTED, AND THAT THE SUBDIVISION OF THE LAND EMBRACED WITHIN THE
BOUNDARIES OF THE STARLIGHT ESTATES UNIT 1, IS FOR THE PURPOSES OF DESCRIPTION AND
DEDICATION.

THIS THE ____ DAY OF ____ 20__

STATE OF TEXAS
COUNTY OF NUECES
PATRICIA WALLACE, TRUSTEE # 2

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 & OT, V. A., P. 41 - 43,
M.R., PATRICIA WALLACE, TRUSTEE # 2,
DOC. 2005007409, O.R.

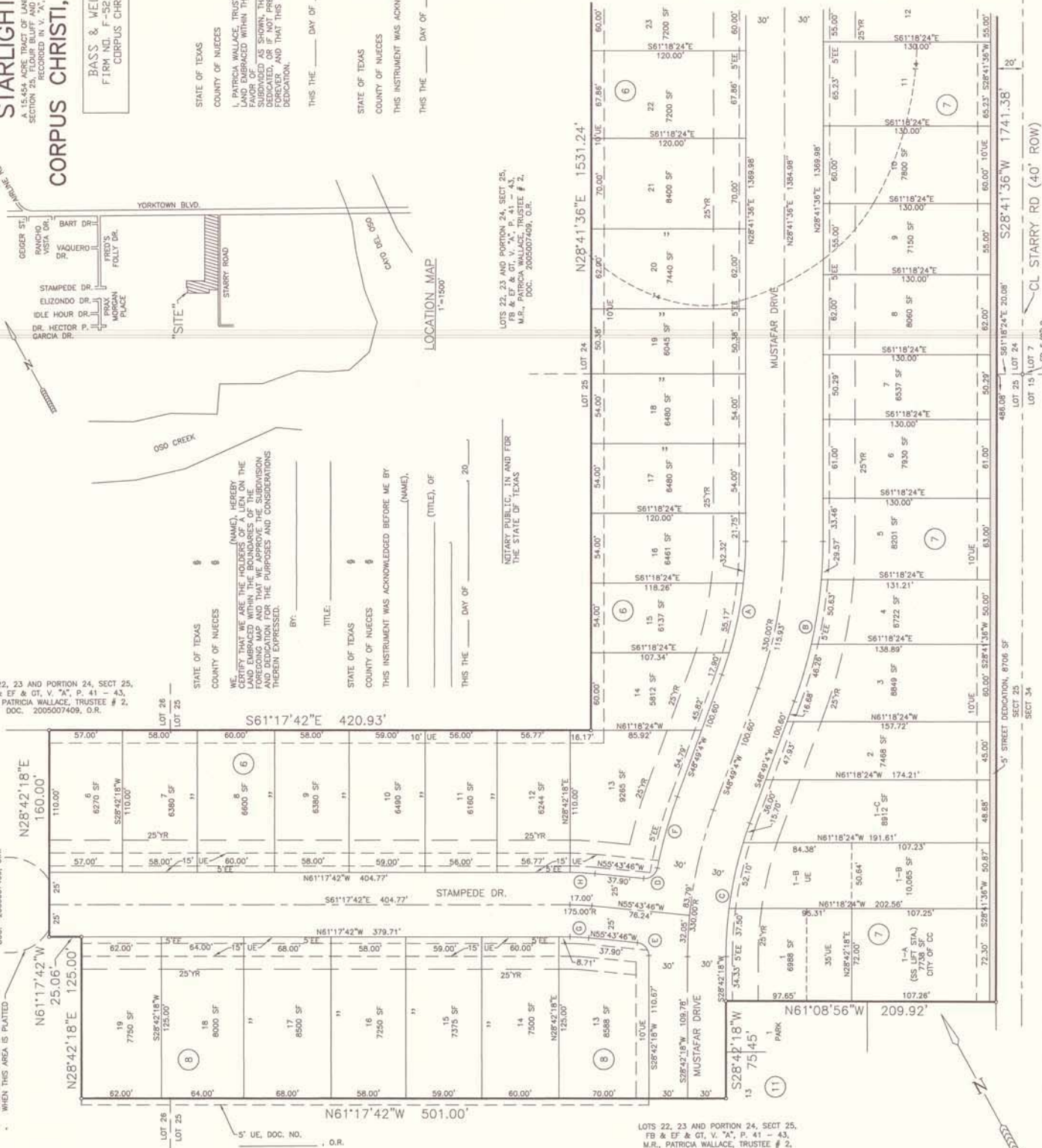
THIS THE ____ DAY OF ____ 20__

NOTARY PUBLIC, IN AND FOR
THE STATE OF TEXAS

THIS THE ____ DAY OF ____ 20__

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

37.4' TEMPORARY TURN
AROUND DEDICATION, NO.
18, 6' EASEMENT, V. A., P. 41 - 43,
M.R., PATRICIA WALLACE, TRUSTEE # 2,
DOC. 2005007409, O.R.



CONTINUED ON FOLLOWING SHEET

CURVE DATA:

- (A) $\Delta=207.41^\circ$ $R=300.00'$ $T=43.89'$ $L=103.30'$ $CB=53.95^\circ 45' 14''$ $CH=124.85'$
- (B) $\Delta=207.41^\circ$ $R=300.00'$ $T=43.89'$ $L=103.30'$ $CB=53.95^\circ 45' 14''$ $CH=124.85'$
- (C) $\Delta=207.41^\circ$ $R=300.00'$ $T=43.89'$ $L=103.30'$ $CB=53.95^\circ 45' 14''$ $CH=124.85'$
- (D) $\Delta=84.26^\circ 05'$ $R=300.00'$ $T=9.09'$ $L=105.31'$ $CB=51.59^\circ 04' 44''$ $CH=134.46'$
- (E) $\Delta=84.26^\circ 05'$ $R=300.00'$ $T=9.09'$ $L=105.31'$ $CB=51.59^\circ 04' 44''$ $CH=134.46'$
- (F) $\Delta=84.26^\circ 05'$ $R=300.00'$ $T=9.09'$ $L=105.31'$ $CB=51.59^\circ 04' 44''$ $CH=134.46'$
- (G) $\Delta=84.26^\circ 05'$ $R=300.00'$ $T=9.09'$ $L=105.31'$ $CB=51.59^\circ 04' 44''$ $CH=134.46'$
- (H) $\Delta=84.26^\circ 05'$ $R=300.00'$ $T=9.09'$ $L=105.31'$ $CB=51.59^\circ 04' 44''$ $CH=134.46'$



SCALE: 1"= 50'

APPLICATION FOR WATER LINE CREDIT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of proposed Starlight Estates Unit 1 subdivision, hereby apply for \$12,922.00 credit towards the water acreage fee for the installation of the water grid main as provided for by City Ordinance No. 17092. \$85,052.00 is the construction cost, including 10% Engineering, Surveying, and Testing, as shown by the cost supporting documents attached herewith.



Mossa Mostaghassi, General Partner
MPM Development, LP.

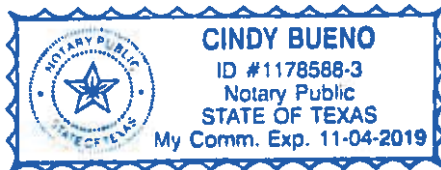
2/15/18

Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 15, 2018, by
Mossa Mostaghassi, General Partner of MPM Development, LP.





Notary Public in and for Nueces County, Texas

APPLICATION FOR WATER LINE REIMBURSEMENT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of the proposed Starlight Estates Unit 1 subdivision, hereby request reimbursement of \$72,130.00, as provided for by City Ordinance No. 17092. \$85,052.00 is the construction cost, including 10% Engineering, Surveying, and Testing, in excess of the acreage fee, as shown by the cost supporting documents attached herewith.



Mossa Mostaghassi, General Partner
MPM Development, LP.

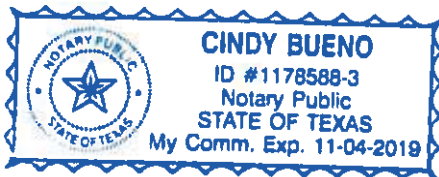
2/15/18

Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 15, 2018, by Mossa Mostaghassi, General Partner of MPM Development, LP, on behalf of the said corporation.



Cindy Bueno

Notary Public in and for Nueces County, Texas

CERTIFICATION

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

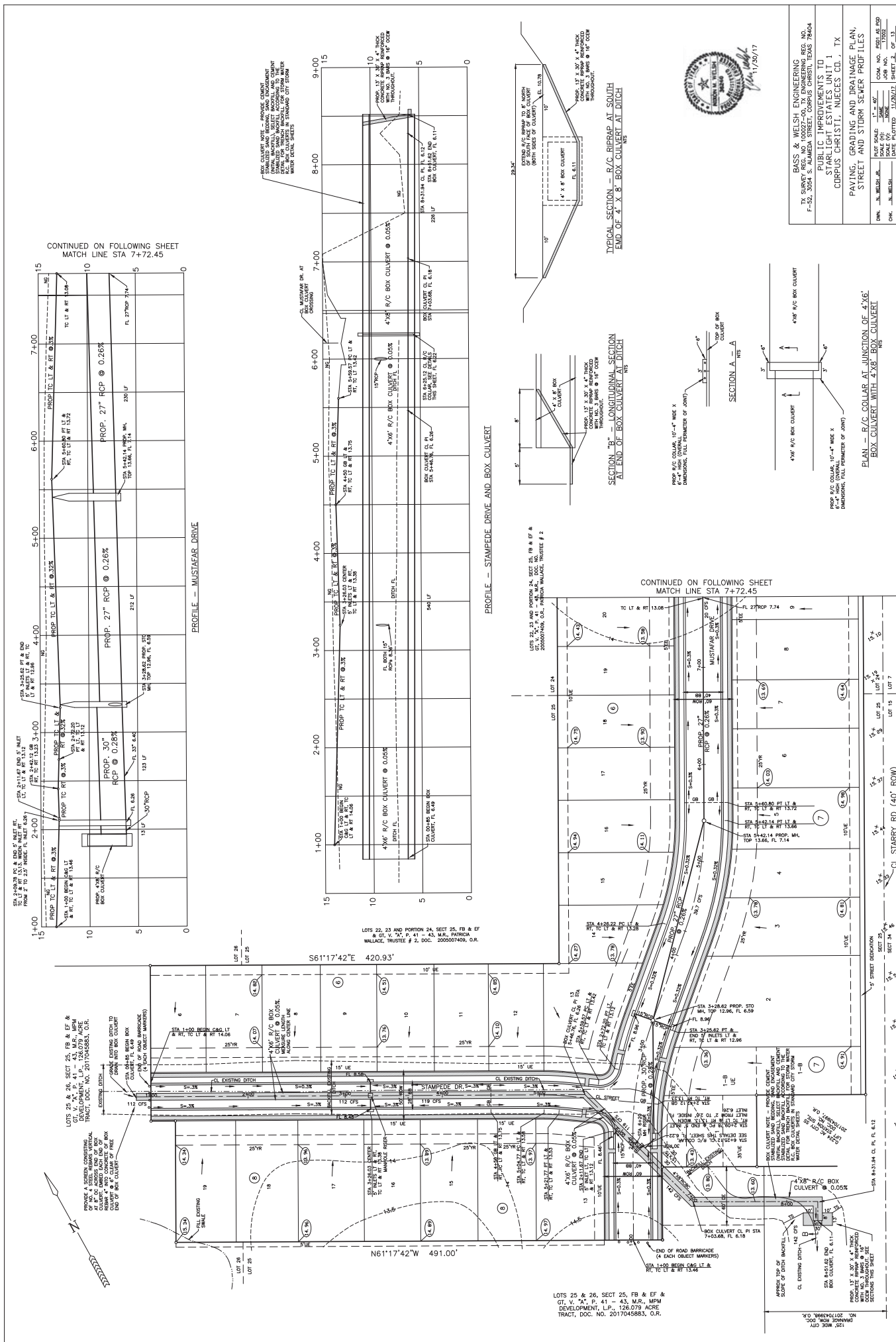
- (a) Sufficiency of funds in the Water Arterial Transmission & Grid Main Trust Fund, and
- (b) Appropriation and approval by the City Council.

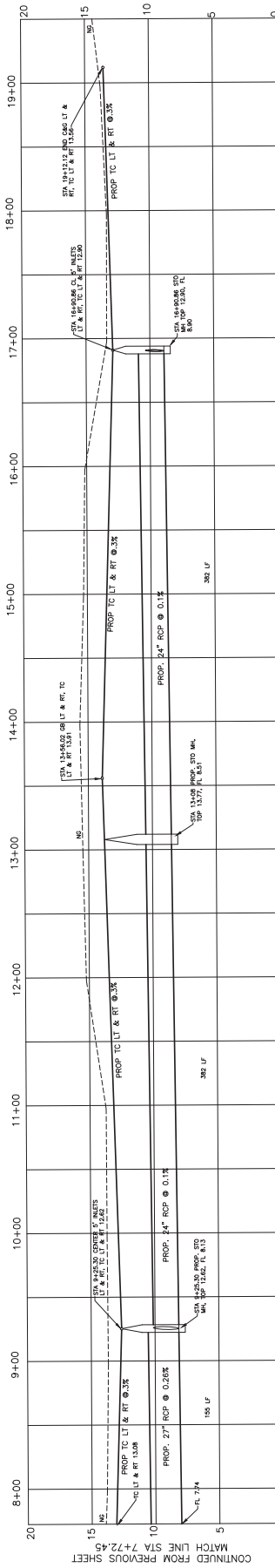
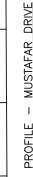


Development Services Engineer

2/15/18

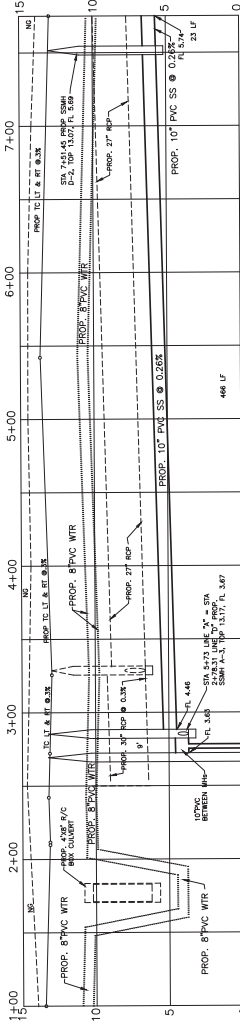
Date





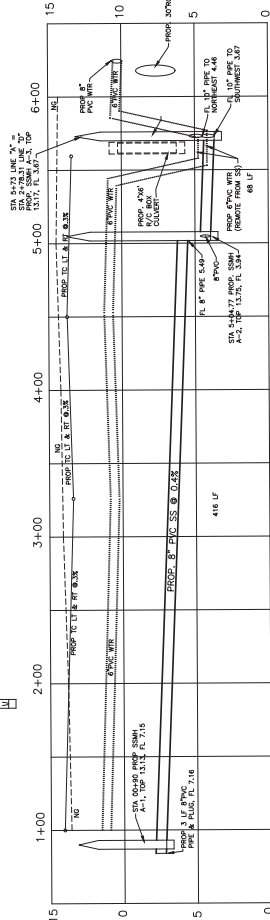
BASS & WELSH ENGINEERING TX SURVEYING & MAPPING REG. NO. F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404	PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 1 CORPUS CHRISTI, NUECES CO., TX PAVING, GRADING AND DRAINAGE PLAN, STREET AND STORM SEWER PROFILES	DWN.	N. WELSH JR.	PLAT NUMBER	COM. NO.	POST AS PLOD
				SCALE 1" = 60'	ADJ. NO.	
				DATE	SOME	
				N. WELSH	DATE	
				C.H.K.	BY	
					DATE	

CONTINUED ON FOLLOWING SHEET
MATCH LINE STA 7+72.45



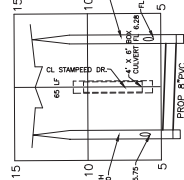
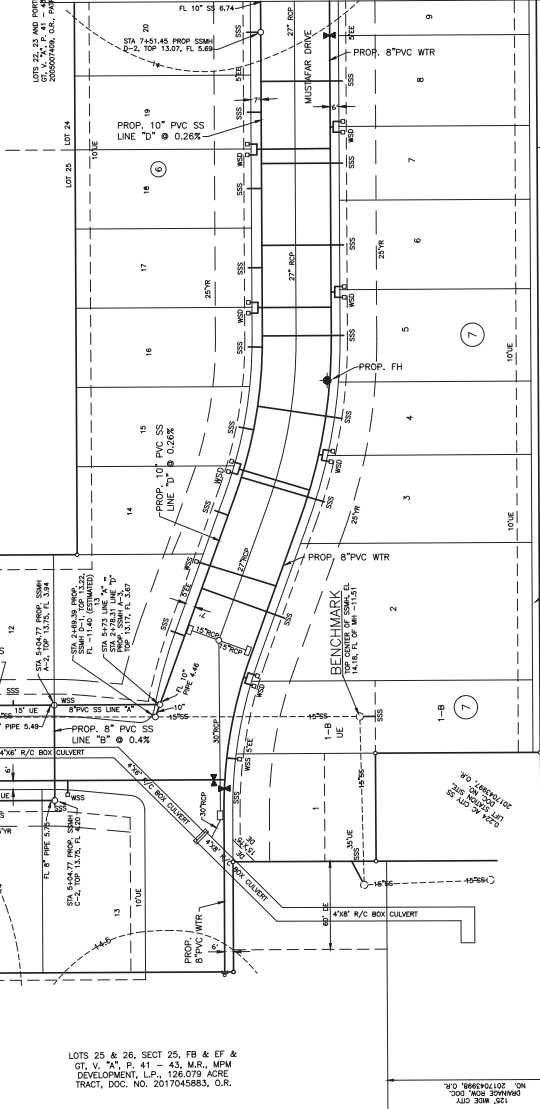
PROFILE - 10" SS LINE "D" (MUSTAFAR DRIVE)

PUBLIC IMPROVEMENTS
SHALL MEET CITY AND
TCEQ STANDARDS



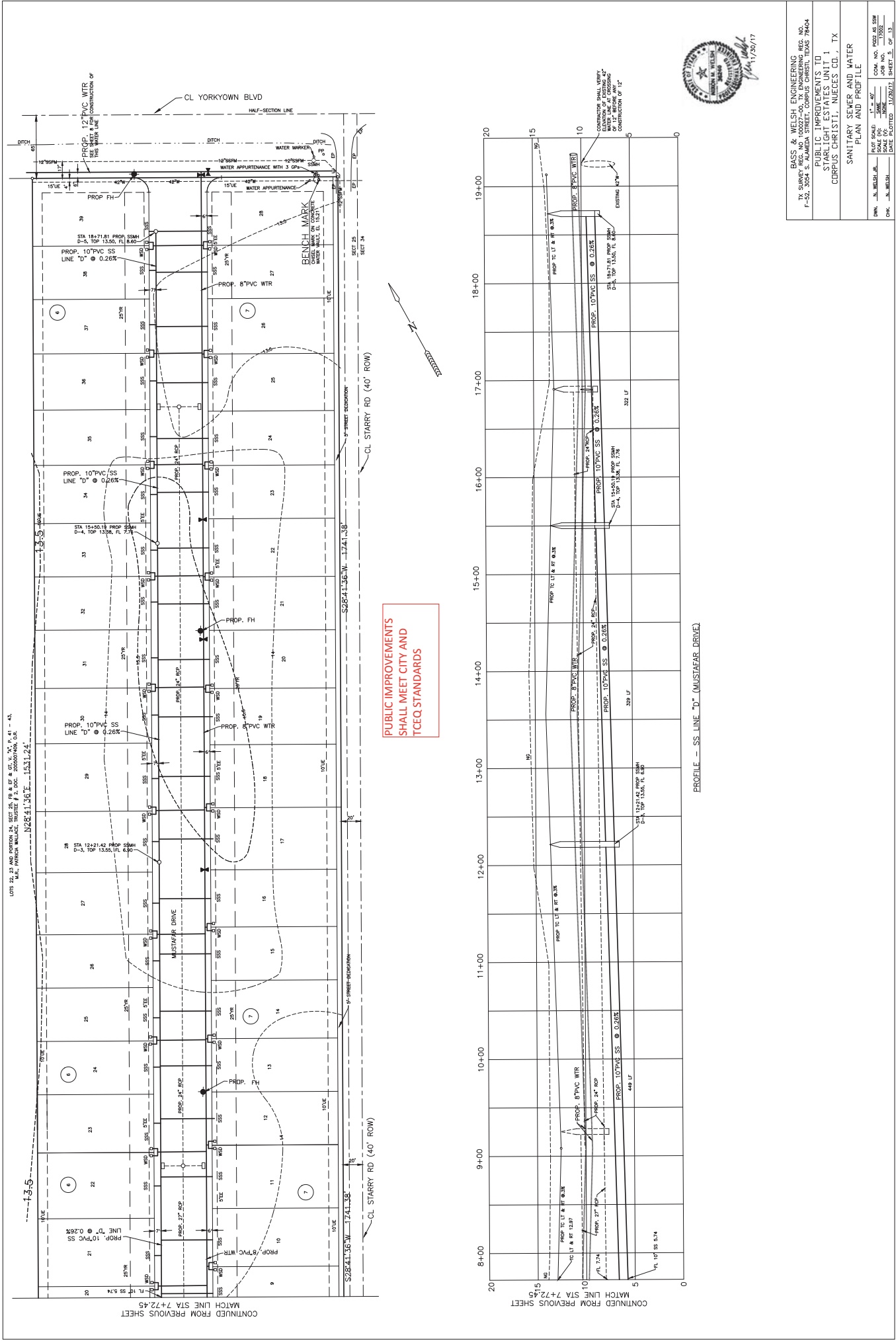
PROFILE - 8" PVC SS LINE "A" (STAMFE DRIVE)

CONTINUED ON FOLLOWING SHEET
MATCH LINE STA 7+72.45



PROFILE - 8" SS LINE "D"
(CROSSING STAMFE DR.)

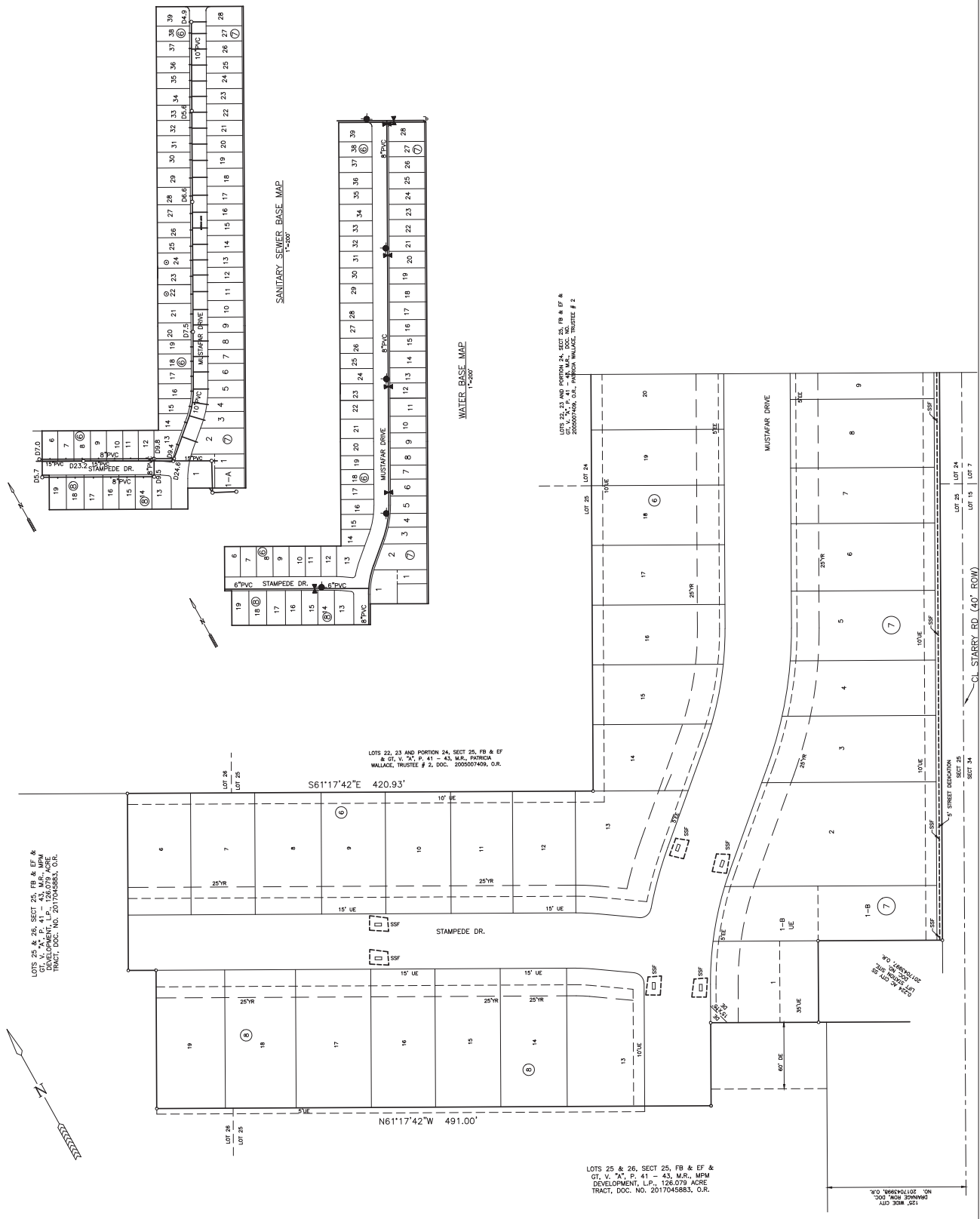
BASS & WELSH ENGINEERING 175 SURVEY, REG. NO. 100027-00, TX ENGINEERING REG. NO. F-355, 5024 S. W. 12TH AVE., SUITE 100, DALLAS, TEXAS 75244	
PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 1 CORPUS CHRISTI, NUECES CO., TX	
SANITARY SEWER AND WATER PLAN AND PROFILE	
DRAWN: J. WELSH JR.	CHECKED: J. WELSH JR.
DATE: 01/20/17	DATE: 01/20/17
SCALE: 1" = 40'	SCALE: 1" = 40'
DATE: 01/20/17	DATE: 01/20/17
SHEET: 4 OF 13	SHEET: 4 OF 13



PROFILE — SS LINE "D" (MUSTAFA DRIVE)



BASS & WELSH ENGINEERING	
12 SURVEY REG. NO. 100027-00, IN. ENGINEERING REG. NO. 12420, STATE OF TEXAS, EXPIRATION DATE 12/31/2017	
PUBLIC IMPROVEMENTS TO	
STARLIGHT ESTATES UNIT 1	
CORPUS CHRISTI, NUECES CO., TX	
SANITARY SEWER AND WATER	
PLAN AND PROFILE	
DWN. J. WELSH JR.	DATE: 1/26/17
SCALE: 1" = 40'	COM. NO. 100027-00
SCALE: 1" = 10'	DATE OF: 1/26/17
CHK. J. WELSH	DATE: 1/26/17
	SHEET 5 OF 13



BASS & WELSH ENGINEERING TX SURVEY REG. NO. 100027-00, TX ENGINEERING REG. NO. 100027-00, TX PROFESSIONAL ENGINEER REG. NO. 100027-00, TX PROFESSIONAL ENGINEER REG. NO. 100027-00	
PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 1 CORPUS CHRISTI, NUECES CO., TX	
STORM WATER POLLUTION PREVENTION PLAN AND BASE MAPS	
DRAWN: J. WELSH JR.	CHECKED: J. WELSH JR.
DATE: 1/30/17	DATE: 1/30/17
SCALE: 1"=50'	SCALE: 1"=50'
DATE: 1/30/17	DATE: 1/30/17
SHEET: 6	OF: 13

LOTS 22, 23 AND PORTION 24, SECT 25, FB & EF & GT, V. 7th, P. 41 - 43,
M.R., PATRICIA WALLACE, TRUSTEE ¶ 2, DOC. 2005007409, O.R.
N28°41'36"E 1531.24'



SANITARY SEWER ITEMS			QUANTITY	UNIT
ITEM	DESCRIPTION			
1	10" PVC PIPE	1580	LF	
2	10" PVC DROP CONNECTION	14	LF	
3	8" PVC PIPE	947	LF	
4	FIBERGLASS MANHOLE	10	EA	
5	4" PVC SS SERVICE	71	EA	
6	ADJUST SS/SM TOP	1	EA	

WATER IMPROVEMENTS			QUANTITY	UNIT
ITEM	DESCRIPTION			
1	8" PVC PIPE		2505	LF
2	8" GATE VALVE W/BOX		2	EA
3	8" CAP TAPPED FOR 2"		7	EA
4	8" TEE		5	EA
5	8" EL, ANY ANGLE, RESTRAINED		4	EA
6	PIPE HYDRANT ASSEMBLY		4	EA
7	6" DIA 1.30" PVC PIPE NIPPLE		12	EA
8	6" GATE VALVE W/BOX		4	EA
9	6" EL, ANY ANGLE		4	EA
10	6" EL, ANY ANGLE, RESTRAINED		4	EA
11	WATER SERVICE, DOUBLE		34	EA
12	WATER SERVICE, SINGLE		3	EA

13 th ORD MAN WATER ITEMS (OFFSET)	REIMBURSABLE BY CITY	ITEM DESCRIPTION	QUANTITY	UNIT
		1 st PVC PIPE	917	LF
		2 12" GATE VALVE WITH BOX	2	EA
		3 12" TEE	4	EA
		4 12" CAP TAPPED FOR 2"	1	EA
		5 FH ASSEMBLY	3	EA
		6 6" GATE VALVE W/ BOX	6	EA
		7 4" VAL V. VOTING SHUTTER	4	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
1	TRAFFIC CONTROL AND BARRICADING PLAN AND PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION)	1	LS
2	TRENCH SAFETY FOR EXCAVATIONS (TOP OF EXISTING AND STORM SEWER (PIPPES OF ALL SIZES))	49444	LF
3	4" PVC CONDUIT FOR MEP	300	LF
4	STORM WATER POLLUTION PREVENTION	1	LS

REMOVE EXISTING BRIDGE -- REMEASURABLE BY CITY			
ITEM	DESCRIPTION	QUANTITY	UNIT
1	REMOVE EXISTING BRIDGE ON STARRY ROAD AND BACKFILL	1	LS
2	2" HMAc PAVEMENT PATCH	67	SY
3	8" CRUSHED LIMESTONE BASE	67	SY
4	30" RCP	72	LF
5	TENSAR GEOGRID	67	SY

- [illegible]

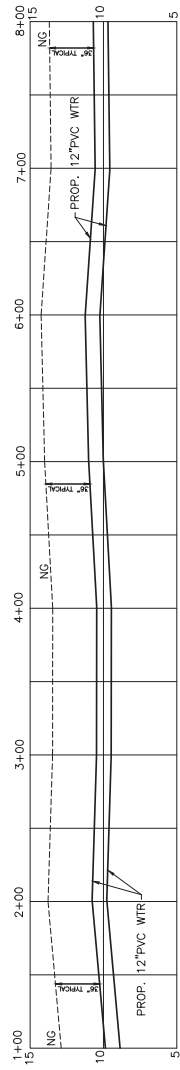
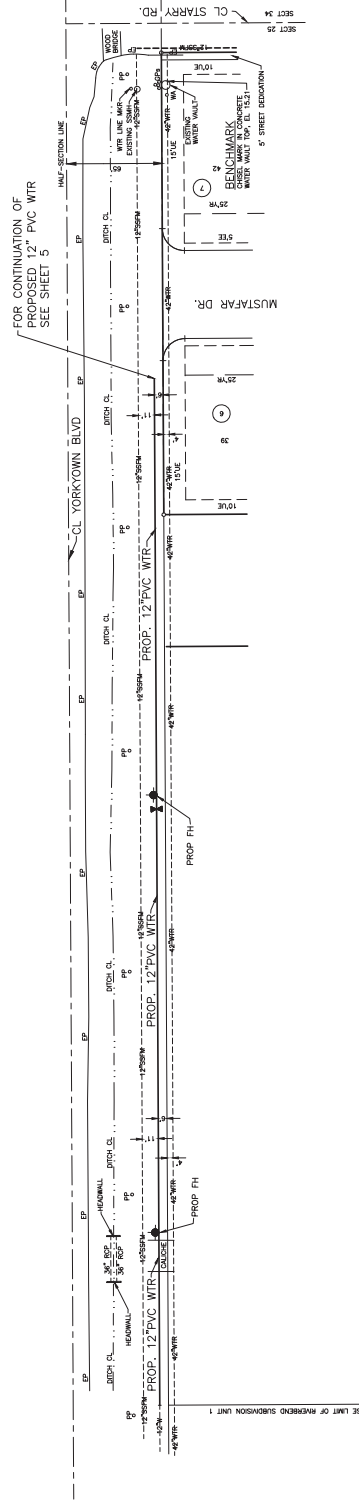
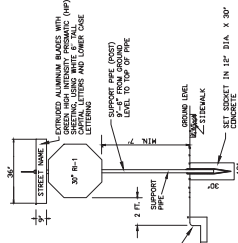
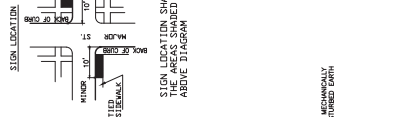
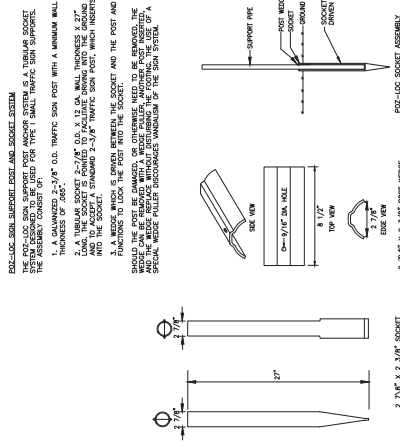
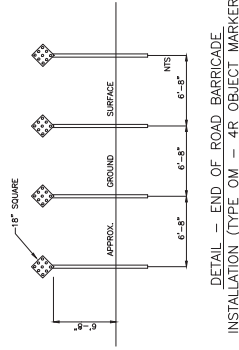
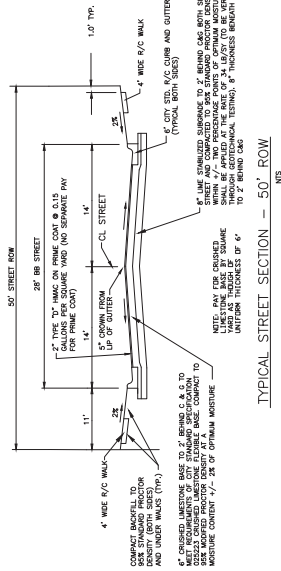
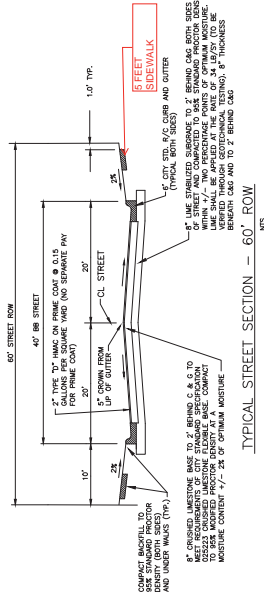
CCR 015700 TEMPORARY
CONTROLS

ALL STORM WATER POLLUTION WORK SHALL BE DONE IN ACCORDANCE WITH CDR 015700 "TEMPORARY CONTROLS". THIS SPECIFICATION SHALL BE OBTAINED BY CONTRACTOR FROM THE CITY ENGINEERING SERVICES DEPARTMENT OR ON LINE AT THE CITY'S WEB SITE. ENGINEERING SERVICES DEPARTMENT, PROCESS, STANDARDS AND CONTRACTS, FRONT END CONSTRUCTION CONTRACT DOCUMENTS, DIVISION 01.

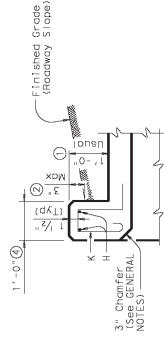
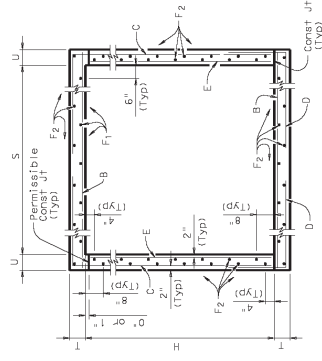
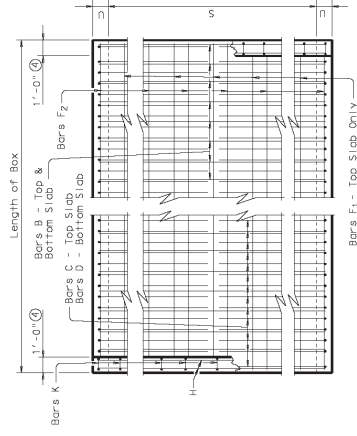
BASS & WELSH ENGINEERING
TX SURVEY REG. NO. 100027-00, TX ENGINEERING REG. NO.
F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 1
CORPUS CHRISTI, NUECES CO., TX

DWN.	N. WID. SH. AB.	PLOT SCALE: $1" = 40'$ SCALE (H): SAME SCALE (V): NONE DATE: 11/20/17 BY: JACOB	COM. NO.	PG22 AS SHIPP
CHK.	N. WID. SH.		JOB NO.	17052
			PURCH. #	13



BASS AND WELSH ENGINEERING TX REGISTRATION NO. 1-52, 1054 S. ALAMOSA STREET CORPUS CHRISTI, TEXAS 78404	
PUBLIC IMPROVEMENTS TO STARBRIGHT ESTATES UNIT 1 CORPUS CHRISTI, NUECES CO., TX	
OFFSITE WATER PLAN AND PROFILE STREET, SIDEWALK AND DRAINAGE DETAILS	
<div> <div> 1" = 40' SCALE (H): DATE PLOTTED 11/24/17 </div> <div> DWN. CHK. </div> </div>	
<div> DWN. CHK. </div>	<div> DWN. NO. STR-DET JOB NO. T1002 SHEET # OF 13 </div>



PLAN OF REINF STEEL

TYPICAL SECTION

SECTION THRU CURB

GENERAL NOTES:

Designing for ASHRAE Section 150. Designed to the maximum full height shown in Figure 1, the following are the exceptions: Use Class 5 for top 30% of columns; use Class 3 for the remainder of the column; use Class 3 for the remaining surface, or when the top 30% has a minimum compressive strength of 4,000 psi and the remaining surface has a minimum compressive strength of 4,000 psi. The use of permanent forms is not allowed. The top 30% of the top slab shall be reinforced with bars that are adjusted to provide a construction joint shown at the flow line may be raised a maximum of 8" over the concrete's top surface. The top 30% of the column may be raised, and bars C and D may be reversed. See standard SDC-100 for skewed ends, angle section and other details.

HI 93 | LOADING

 Bridge

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

SCC-5 & 6

FILE: SC55825.dwg	DATE: 2/1/2010	TIME: 10:42 AM	USER: NWR	REVISIONS	DATE: 2/1/2010	TIME: 10:42 AM	USER: NWR	REVISIONS

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

PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 1
CORPUS CHRISTI, NUECES CO, TXDOT SINGLE BOX CULVERTS CAST-IN PLACE
SCC-5 & 6

WFSH	PLOT SCALE: SCALE (H): SCALE (V):	1" = 40' AS SHOWN AS SHOWN	COM. NO. JOB NO.	BOX CUL. TRIPLOT 5 17002

DATE PLOTTED	11/30/17	SHEET 9 OF 13
--------------	----------	---------------

EXHIBIT 3 Page 9

[illegible]

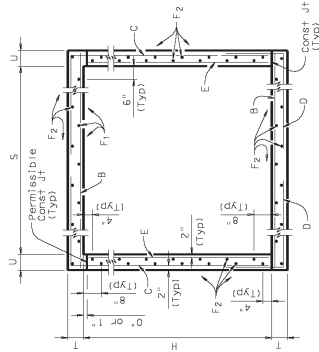
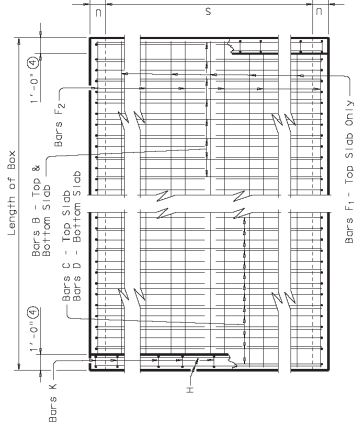
DATE:
FILE:

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

PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 1
CORPUS CHRISTI, NUECES CO., TX

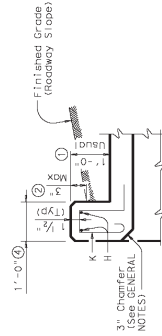
CORPUS CHRISTI, NUECES CO., TX
FOOT SINGLE BOX CULVERTS CAST-IN PLACE
SCC-5 & 6

PLOT SCALE: <u>1" = 40'</u> SCALE (1/2): <u>AS SHOWN</u> SCALE (3/4): <u>AS SHOWN</u>	COM. NO. <u>17002</u> JOB NO. <u>17002</u>	BOX CUL. <u>13</u> TYPED 5: <u>13</u> SHEET 10 OF 13
---	---	--

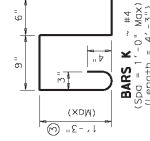
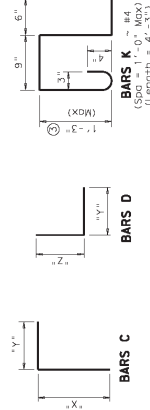


PLAN OF REINF STEEL

TYPICAL SECTION



SECTION THRU CURB



- ① 0° min to 5°-max. Estimated curb heights are shown elsewhere in the plans.
- ② 1°-typical. For structures with pedestrian rail, bicycle rail or curbs taller than 1'-11" refer to 16-W standard. For structures with traffic rail, other than 16-W, refer to RAC standard.
- ③ For vehicle safety, the following requirements must be met:
 - For structures without bridge rail, curbs shall project 1'-0" above the roadway.
 - For structures with bridge rail, curbs shall be flush with finished grade.
- ④ Curb heights may be reduced, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.
- ⑤ For curbs less than 1'-0" high, tilt bars or reduce bar height to 1'-0" high, as shown.
- ⑥ 1'-0" typical. 2'-0" when RAC standard is referred to elsewhere in the plans.

Deformed welded wire reinforcement (WWR) meeting the requirements of ASTM A1064 may be used to replace conventional reinforcement shown at the Contractor's option. The area of required reinforcement may be reduced by the ratio of 60 ksi / 70 ksi. Spacing of WWR is limited to 4" Min and 18" Max. When required, provide lap splices in the WWR of the same length required for the equivalent bar size, rounded up for wire sizes between conventional bar sizes.

Example Conversion: Replacement of No. 6 Gr-60 at 6 WWR required = $(0.44 \text{ sq in/ } 0.5') \times (60 \text{ ksi}/70 \text{ ksi}) = 0.754 \text{ sq in/ft}$. If D30.6 wire is used to meet the 0.754 sq in/ft requirement in this example, the required spacing = $(0.306 \text{ sq in/ } 0.754 \text{ sq in/ft}) \times 12 \text{ in/ft} = 4.87''$. Next spacing, 5 in. is used. The required length for the provided D30.6 wire is $2.2' \times 12 \text{ in/ft}$ required for uncoated No. 5 bars, as shown in Item 4401.

GENERAL NOTES:

Use of concrete according to AASHTO LRFD Specifications. Design and the maximum lift height shown. All concrete shall be Class C or better. All concrete shall be Class C or better with these exceptions: Use Class 3 for top slabs of culverts and Class 2 for all other slabs. All concrete on or close to the top slab of the final riding surface, slabs or concrete shall have a minimum compressive strength of 4,000 psi. All concrete shall have a minimum compressive strength of 4,000 psi. The use of permanent forms is not allowed. The use of the top slab and the baseboard 3' at the entrance. Reinforcing bars shall be adjusted to provide a construction joints shown at the flow line may be placed at a minimum of 10' apart. Bars may be raised, and bars C and D may be reversed. Reinforcing bars shall be placed at 18" on center for the top slab and 12" on center for the baseboard.

HL93 LOADING

SHEET 1 OF 2

 Texas Department of Transportation
 Bridge Division
 Standard Specifications

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

8-335

FILE: sc0808e.gm	DN: GAF	CC: LMB	DN: BWH/TJDOT	CC: GAF
CJTDOT February 2010	CONF	SECT	JOB	HYDRAUL
REVIEWS				
10-12: AMER WAR	DIST		COUNTY	SHEET NO.

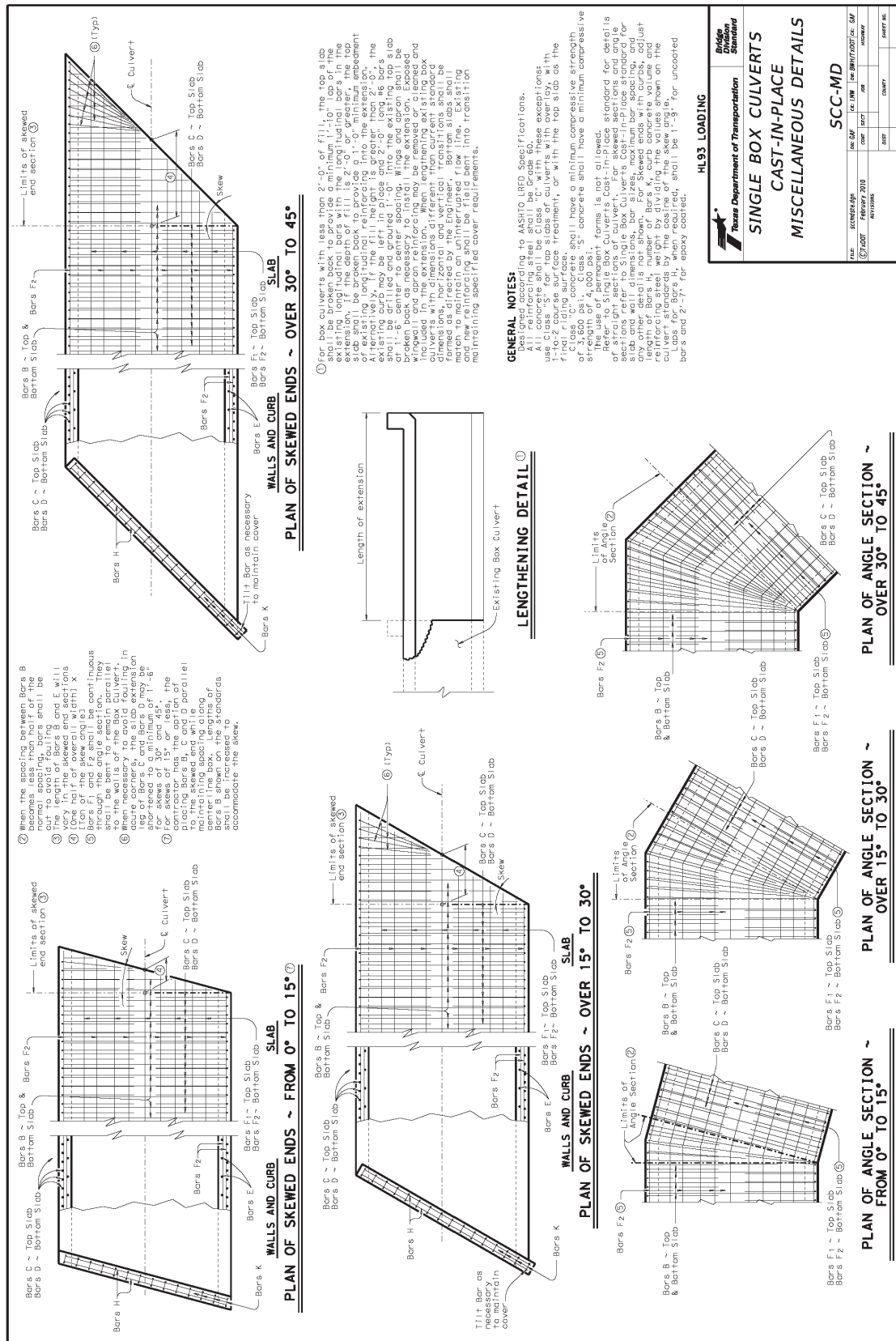
DATE:
FILE:DATE:
FILE:

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

PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 1
CORPUS CHRISTI, NUECES CO., TX

CORPUS CHRISTI, NUECES CO., TX
FOOT SINGLE BOX CULVERTS CAST-IN PLAC
SCC-8

DWN.		PLOT SCALE:	1" = 40'
		SCALE (N):	AS SHOWN
CHK.	N. WELSH	SCALE (V):	AS SHOWN
		DATE PLOTTED	11/10/17

DATE:
FILE:

DATE:
FILE:

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

PUBLIC IMPROVEMENTS TO
STARLIGHT ESTATES UNIT 1
CORPUS CHRISTI, NUECES CO., TX
SINGLE BOX CULVERTS CAST-IN PLACE
MISCELLANEOUS DETAILS SCC-MD

OWN.	_____	PLOT SCALE: _____ SCALE (N): AS SHOWN SCALE (E): AS SHOWN DATE PLOTTED: 11/30/17 SHEET 13 OF 13
CHK.	N. WILSH	
DATE	_____	

Exhibit 4 - Page 1 of 3

STARLIGHT ESTATES UNIT 1
PRELIMINARY COST ESTIMATE
2/2/18

STREET & SURFACE ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" CURB & GUTTER	4546	LF	14.50	\$65,917.00
2	4" THICK CONCRETE WALK	18292	SF	4.50	82,314.00
3	2" HMAC	8845	SY	17.50	154,787.50
4	8" LIME STABILIZED SUBGRADE TO 2'BC	10865	SY	8.00	86,920.00
5	8" CRUSHED LIMESTONE BASE TO 2'BC	9206	SY	17.50	161,105.00
6	6" CRUSHED LIMESTONE BASE TO 2'BC	1667	SY	17.00	28,339.00
7	STREET SIGN	2	EA	350.00	700.00
8	EXCAVATION	1	LS	30,000.00	30,000.00
9	END OF ROAD BARRICADE SIGNS (4 EA)	2	SETS	600.00	1,200.00
10	REMOVE & RELOCATE POWER POLE	1	LS	3,000.00	3,000.00
11	CLEARING & GRUBBING	1	LS	4,000.00	4,000.00
					\$618,282.50

STORM SEWER ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4'X6' CAST-IN-PLACE BOX CULVERT	541	LF	300.00	\$162,300.00
2	4'X8' CAST-IN-PLACE BOX CULVERT	227	LF	350.00	79,450.00
3	STEEL REBAR SCREEN AT BEGINNING OF BOX CULVERT	1	LS	2,500.00	2,500.00
4	R/C COLLAR AT BOX CULVERT JUNCTION	1	EA	4,000.00	4,000.00
5	30"RCP	221	LF	60.00	13,260.00
6	27"RCP	593	LF	58.00	34,394.00
7	24"RCP	762	LF	55.00	41,910.00
8	15"RCP	135	LF	37.00	4,995.00
9	5'INLET	10	EA	3,200.00	32,000.00
10	MANHOLE	5	EA	3,900.00	19,500.00
11	MANHOLE RISER	2	EA	600.00	1,200.00
12	BACKFILL EXISTING DITCH	1	LS	6,000.00	6,000.00
13	4" THICK R/C RIPRAP AT SOUTH END OF BOX CULVERT AT DITCH	1	LS	4,000.00	4,000.00
					\$405,509.00

SANITARY SEWER ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	10"PVC PIPE	1580	LF	60.00	\$94,800.00
2	10"PVC DROP CONNECTION	14	LF	200.00	2,800.00
3	8"PVC PIPE	947	LF	50.00	47,350.00
4	FIBERGLASS MANHOLE	10	EA	3,900.00	39,000.00
5	4"PVC SS SERVICE	71	EA	500.00	35,500.00
6	ADJUST SSMH TOP	1	EA	500.00	500.00
					\$219,950.00

Exhibit 4 - Page 2 of 3

12" WATER GRID MAIN ITEMS (OFFSITE) REIMBURSABLE BY CITY		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" PVC PIPE	917	LF	60.00	\$55,020.00
2	12" GATE VALVE WITH BOX	2	EA	1,250.00	2,500.00
3	12" TEE	4	EA	600.00	2,400.00
4	12" CAP TAPPED FOR 2"	1	EA	500.00	500.00
5	FIRE HYDRANT ASSEMBLY	3	LF	3,000.00	9,000.00
6	8" GATE VALVE W/BOX	3	EA	1,200.00	3,600.00
7	6" DIA X 30" PVC PIPE NIPPLE	4	EA	200.00	800.00
8	TRAFFIC CONTROL DURING CONSTRUCTION	1	LS	3,500.00	3,500.00
					\$77,320.00

WATER ITEMS (NON-GRID MAIN)		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" PVC PIPE	2355	LF	50.00	\$117,750.00
2	8" GATE VALVE WITH BOX	7	EA	1,200.00	8,400.00
3	8" CAP TAPPED FOR 2"	2	EA	950.00	1,900.00
4	8" TEE	5	EA	600.00	3,000.00
5	8" EL, ANY ANGLE, RESTRAINED	4	EA	1,000.00	4,000.00
6	FIRE HYDRANT ASSEMBLY	4	EA	3,000.00	12,000.00
7	6" DIA X 30" PVC PIPE NIPPLE	12	EA	200.00	2,400.00
8	6" GATE VALVE W/BOX	4	EA	950.00	3,800.00
9	6" EL, ANY ANGLE	4	EA	600.00	2,400.00
10	6" EL, ANY ANGLE, RESTRAINED	4	EA	800.00	3,200.00
11	WATER SERVICE, DOUBLE	34	EA	800.00	27,200.00
12	WATER SERVICE, SINGLE	3	EA	600.00	1,800.00
					\$187,850.00

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
					\$61,055.00

MISCELLANEOUS CONSTRUCTION		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL & BARRICADING PLAN & PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION)	1	LS	5,000.00	\$5,000.00
2	TRENCH SAFETY FOR EXCAVATIONS (SANITARY SEWER & STORM SEWER PIPES OF ALL SIZES)	4944	LF	3.00	14,832.00
3	4" PVC CONDUIT FOR AEP	300	LF	25.00	7,500.00
4	STORM WATER POLLUTION PREVENTION	1	LS	4,000.00	4,000.00
					\$31,332.00

TOTAL CONSTRUCTION **\$1,601,298.50**

Exhibit 4 - Page 3 of 3

STARLIGHT ESTATES UNIT 1
COST ESTIMATE
02/01/2018

12" WATER GRID MAIN ITEMS (OFFSITE) REIMBURSABLE BY CITY		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" PVC PIPE	917	LF	60.00	\$55,020.00
2	12" GATE VALVE WITH BOX	2	EA	1,250.00	2,500.00
3	12" TEE	4	EA	600.00	2,400.00
4	12" CAP TAPPED FOR 2"	1	EA	500.00	500.00
5	FIRE HYDRANT ASSEMBLY	3	LF	3,000.00	9,000.00
6	6" GATE VALVE W/BOX	3	EA	1,200.00	3,600.00
7	6" DIA X 30" PVC PIPE NIPPLE	4	EA	200.00	800.00
8	TRAFFIC CONTROL DURING CONSTRUCTION	1	LS	3,500.00	3,500.00
				SUBTOTAL	\$77,320.00
10% ENGINEERING, SURVEYING & TESTING					<u>\$7,732.00</u>
TOTAL CONSTRUCTION					\$85,052.00
LESS CITY WATER ACREAGE FEE					<u>-\$12,922.00</u>
TOTAL AMOUNT REIMBURSABLE					\$72,130.00

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.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY 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
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION (for paid employees)	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000
PROPERTY INSURANCE	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.



City of Corpus Christi, Texas
 Department of Development Services
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 (361) 826-3240
 Located at: 2406 Leopard Street
 (Corner of Leopard St. and Port Ave.)

DISCLOSURE OF INTERESTS

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

NAME: MPM Development, LP
STREET: PO Box 331308 **CITY:** Corpus Christi **ZIP:** 78463
FIRM is: ☒ Corporation ☐ Partnership ☐ Sole Owner ☐ Association ☐ Other _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Job Title and City Department (if known)
<u>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.