

**Resolution authorizing developer participation agreement with
MPM Development, LP, to reimburse developer up to \$185,005.37
for City's share of cost to extend Oso Parkway**

WHEREAS, the City has determined the agreement will carry out the
purpose of the Unified Development Code;

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

SECTION 1. The City Manager, or designee, is authorized to execute a developer participation agreement ("Agreement") with MPM Development, LP., ("Developer"), for the City's portion of the cost of Oso Parkway including all related appurtenances for development of Royal Creek Estates Unit 8 Subdivision, Corpus Christi, Nueces County, Texas.

ATTEST:

THE CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Joe McComb
Mayor

Corpus Christi, Texas

_____ of _____, _____

The above resolution was passed by the following vote:

Joe McComb _____

Rudy Garza _____

Paulette Guajardo _____

Michael Hunter _____

Debbie Lindsey-Opel _____

Ben Molina _____

Everett Roy _____

Lucy Rubio _____

Greg Smith _____

**PARTICIPATION AGREEMENT
For Oversizing Streets and Drainage Crossing
Per UDC §8.4**

**STATE OF TEXAS §
 §
COUNTY OF NUECES §**

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

WHEREAS, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being a portion of Lots 10, 22 and 23, Section 22, Flour Bluff and Encinal Farm and Garden Tracts (the "Property"), and the Owner desires to develop and plat the Property designated on **Exhibit 1** of this Agreement, which exhibit is attached to and incorporated in this Agreement by reference, to be known as Royal Creek Estates Unit 8 ("Plat");

WHEREAS, as a condition of the Plat, the Developer/Owner is required to expand, extend, and construct Oso Parkway approximately 1384 lineal feet of roadway as depicted on and in accordance with the improvement requirements (the "Roadway Extension") set forth in **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement by reference;

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

WHEREAS, Section 212.071 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; and

WHEREAS, this Agreement is made pursuant to Section 212.071 & 212.072 of the Texas Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi

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

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

Section 2. **DEVELOPER PARTICIPATION**. Subject to the terms of this Agreement, Exhibit 1, and Exhibit 2, the Developer will construct the Roadway Extension for and on behalf of the City in accordance with the plans and specifications approved in advance of construction by the City Engineer on behalf of the City. The parties acknowledge and confirm the total cost estimate for construction of the Roadway Extension, which estimate is attached to and

incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Developer shall pay a portion of the costs of construction of the Roadway Extension. Further, subject to the limitations set forth below, the City shall pay the remaining portion of the costs of construction of the Roadway Extension, designated as the total amount reimbursable by the City on the Cost Estimate.

Section 3. CITY PARTICIPATION. Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Roadway Extension shall not exceed **\$185,005.37**.

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

Section 5. PERFORMANCE BOND. In accordance with the Texas Local Government Code, the Developer shall execute a performance bond for the construction of the Roadway Extension to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code. The Developer shall submit proof of the required performance bonds to the City.

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

Section 7. CONSTRUCTION CONTRACT DOCUMENTS. Developer shall submit standard construction contract documents to the Executive Director of Public Works for review and approval in advance of beginning any construction of the Roadway Extension.

Section 8. INSPECTIONS. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension or promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Roadway Extension.

Section 9. WARRANTY. The Developer shall fully warranty the workmanship and construction of the Roadway Extension for a period of two years from and after the date of acceptance of the improvements by the Executive Director of Public Works.

Section 10. 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 INDEMNITEES 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 CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY EXTENSION OF ROYAL CREEK ESTATES UNIT 8 SUBDIVISION DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE 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 SURVIVES TERMINATION OF THIS AGREEMENT.

Section 11. DEFAULT. The following events shall constitute default:

1. Developer fails to submit plans and specifications for the Roadway Extension to the Executive Director of Public Works in advance of construction.
2. Developer does not reasonably pursue construction of the Roadway Extension under the approved plans and specifications.
3. Developer fails to complete construction of the Roadway Extension, under the approved plans and specifications, on or before the expiration of 24 calendar months measured from the date this document is executed by the City.

4. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

Section 12 NOTICE AND CURE.

1. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
2. After delivery of the default notice, the defaulting party has 15 days from the delivery of the default notice ("Cure Period") to cure the default.
3. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
4. Should the Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section N, of the need to perform the obligation or duty and, should the 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 the Developer.
5. 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:
 - a. Terminate this Agreement after the required notice and opportunity to cure the default;
 - b. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
 - c. Perform any obligation or duty of the Developer under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the 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.
6. 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 in equity for such default.

Section 13. FORCE MAJEURE.

1. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms;

floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

2. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within 10 days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 14. NOTICES.

1. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following address:

If to the City:

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

If to the Developer:

MPM Development, L.P.
Attn: Mossa Moses Mostaghani
426 S. Staples St.
Corpus Christi, Tx 78401

with a copy to:

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

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

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

Section 15. PROJECT CONTRACTS. Developer's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Roadway Extension, contracts for testing services, and contracts with the contractor for the construction of the Roadway Extension must provide that the City is a third party beneficiary of each contract.

Section 16. DISCLOSURE OF INTEREST. In compliance with City of Corpus Christi Ordinance No. 17112, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

Section 17. VERIFICATION REGARDING ISRAEL. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

Section 18. CERTIFICATE OF INTERESTED PARTIES. Developer 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>.

Section 19. CONFLICT OF INTEREST. Developer agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

Section 20. SEVERABILITY. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of

competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

Section 21. COOPERATION. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Section 22. ENTIRE AGREEMENT. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 23. AMENDMENTS. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 24. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 25. AUTHORITY. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

Section 26. INDEPENDENT CONTRACTOR. Developer covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of City; that Developer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Developer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

Section 27. NON-APPROPRIATION. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

Section 28. TERM. This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer from and after the date of the last signatory to this Agreement. **This Agreement expires 24 calendar months from the date this document is executed by the City**, unless terminated earlier in accordance with the provisions of this Agreement. Such expiration date of this Agreement is presently anticipated, but not currently known, to be **DECEMBER 4, 2020**.

(EXECUTION PAGES FOLLOWS)

EXECUTED in one original this _____ day of _____, 2018.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Nina Nixon-Mendez
Director of Development Services

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Rebecca Huerta, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2018.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Nina Nixon-Mendez, 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 _____ day of _____, 2018.

Assistant City Attorney
For the City Attorney

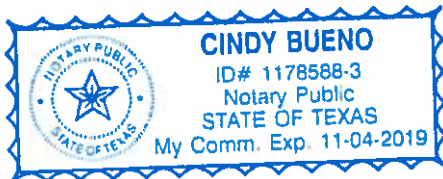
DEVELOPER: MPM DEVELOPMENT, L.P.


Mossa Moses Mostaghassi
General Partner

11/2/18
Date

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on November 2, 2018, by Mossa Moses Mostaghassi, General Partner of MPM Development, L.P., a Limited Partnership, on behalf of said partnership.



Cindy Bueno
Notary Public's Signature

Exhibit 1

STATE OF TEXAS §
COUNTY OF NUECES §

WE, MPM DEVELOPMENT, LP, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR OF _____ THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN, THAT STREETS AND EASEMENTS AS SHOWN HAVE BEEN HERETOFORE DEDICATED, OR IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC USE FOREVER AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND DEDICATION.

THIS THE ____ DAY OF _____, 20____.

MOSSA MOSTAGHASI, GENERAL PARTNER

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MOSSA MOSTAGHASI.

THIS THE ____ DAY OF _____, 20____.

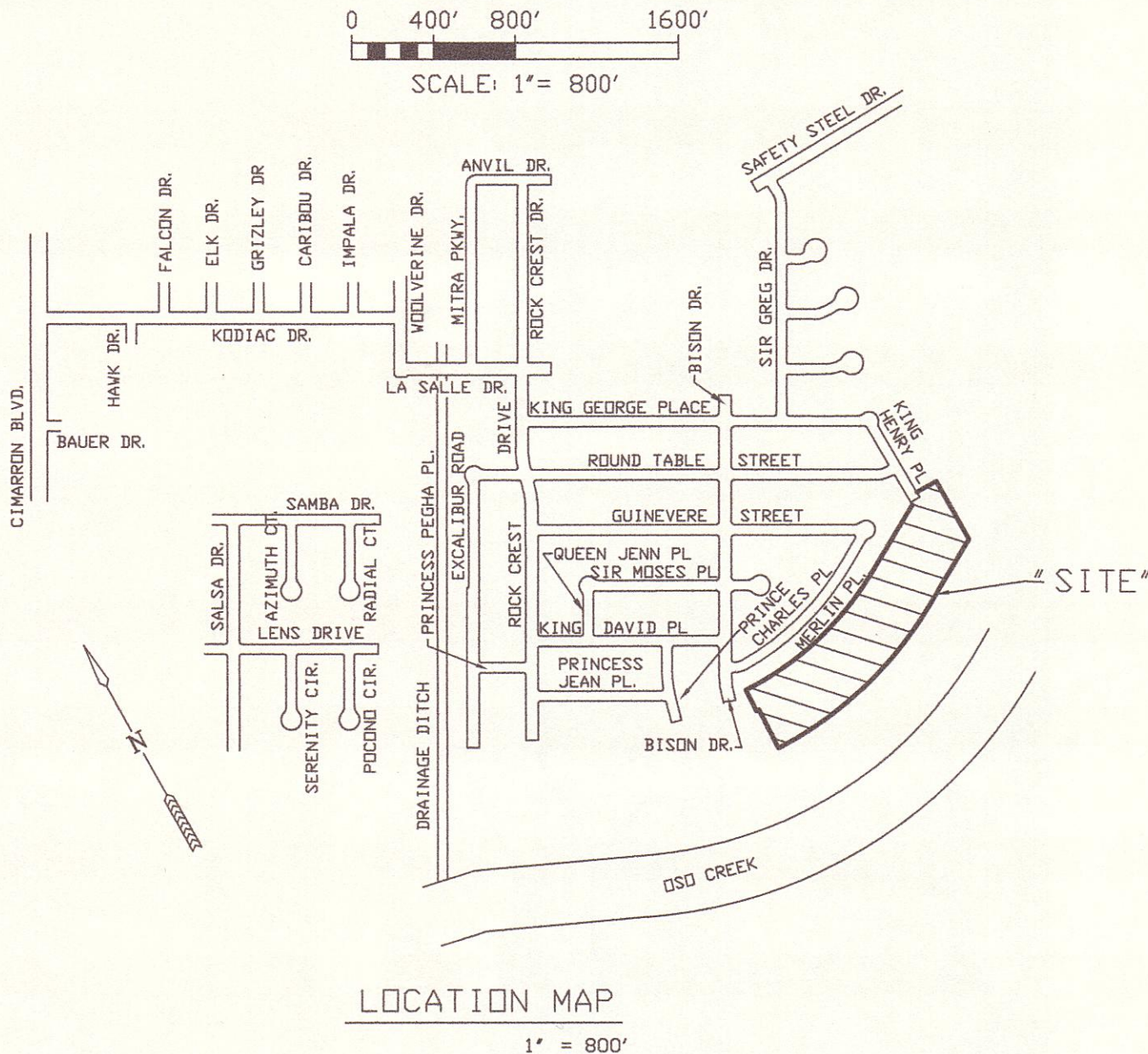
NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF NUECES §

I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT.

THIS THE ____ DAY OF _____, 20____.

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



LOCATION MAP
1" = 800'

NOTES:

1. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
2. THE RECEIVING WATER FOR 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.
3. SET 5/8" I.R.'S AT LOT ALL CORNERS UNLESS OTHERWISE NOTED. ALL SET I.R.'S CONTAIN PLASTIC CAPS LABELED BASS AND WELSH ENGINEERING
4. THE BASIS OF BEARINGS IS THE COMMON NORTHEASTERLY BOUNDARY OF THE SUBJECT SITE AND THE SOUTHEASTERLY BOUNDARY LINE OF ROYAL CREEK ESTATES UNIT 5, N59°07'18"E, AS SHOWN.
5. THE ENTIRE SITE IS IN FEMA ZONE A13 (EL 12). FEMA ZONES ARE FROM FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 485494-0520 D, REVISED JUNE 4, 1987, FOR NUECES COUNTY, TX, UNINCORPORATED AREAS. THE FEMA PRELIMINARY MAP 48355C0520G, NOT YET ADOPTED, INDICATES THE SUBJECT SITE TO BE IN ZONE X, ZONE X (DOTTED) AND ZONE AE (EL 12).
6. THE TOTAL AREA OF THIS PLAT IS 10.544 ACRES INCLUDING STREET DEDICATIONS.

PLAT OF
ROYAL CREEK ESTATES UNIT 8
AN 10.544 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 10, 22, AND 23,
SECTION 22, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS
RECORDED IN VOLUME "A", PAGES 41 - 43, MAP RECORDS, NUECES COUNTY, TEXAS
CORPUS CHRISTI, NUECES COUNTY, TEXAS

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

DATE PLOTTED: 1/12/18
COMP. NO.: PLAT-SH1.DWG
JOB NO.: 16022
SCALE: AS SHOWN
PLOT SCALE: 1" = 60'
SHEET 1 OF 2

STATE OF TEXAS §
COUNTY OF NUECES §

WE, _____ (NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BY: _____

TITLE: _____

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ (NAME),

_____ (TITLE), OF _____

THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC, IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF NUECES §

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

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

DATE _____

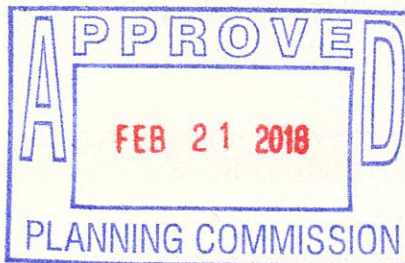
STATE OF TEXAS §
COUNTY OF NUECES §

THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.

THIS THE ____ DAY OF _____, 20____.

ERIC VILLARREAL, P.E.
CHAIRMAN

WILLIAM J. GREEN, P.E.
INTERIM SECRETARY



STATE OF TEXAS §
COUNTY OF NUECES §

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

BY: _____

DEPUTY

KARA SANDS, CLERK

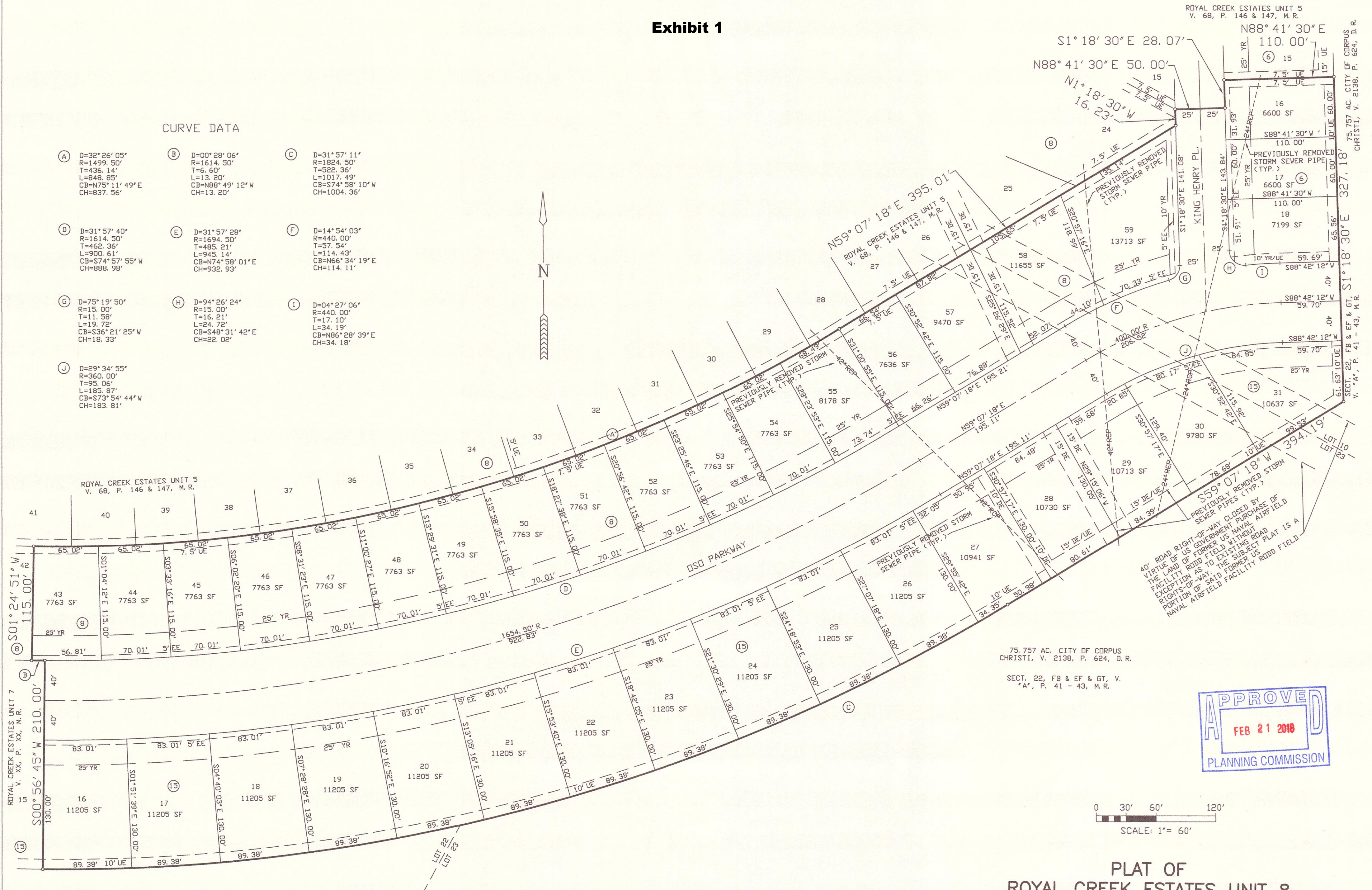
COUNTY COURT

NUECES COUNTY, TEXAS

Exhibit 1

CURVE DATA

- | | | |
|--|--|--|
| (A) D=32° 26' 05"
R=1499.50'
T=436.14'
L=848.85'
CB=N75° 11' 49" E
CH=837.56' | (B) D=00° 28' 06"
R=1614.50'
T=6.60'
L=13.20'
CB=N88° 49' 12" W
CH=13.20' | (C) D=31° 57' 11"
R=1824.50'
T=522.36'
L=1017.49'
CB=S74° 58' 10" W
CH=1004.36' |
| (D) D=31° 57' 40"
R=1614.50'
T=462.36'
L=900.61'
CB=S74° 57' 55" W
CH=888.98' | (E) D=31° 57' 28"
R=1694.50'
T=485.21'
L=945.14'
CB=N74° 58' 01" E
CH=932.93' | (F) D=14° 54' 03"
R=440.00'
T=57.54'
L=114.43'
CB=N66° 34' 19" E
CH=114.11' |
| (G) D=75° 19' 50"
R=15.00'
T=11.58'
L=19.72'
CB=S36° 21' 25" W
CH=18.33' | (H) D=94° 26' 24"
R=15.00'
T=16.21'
L=24.72'
CB=S48° 31' 42" E
CH=22.02' | (I) D=04° 27' 06"
R=440.00'
T=17.10'
L=34.19'
CB=N86° 28' 39" E
CH=34.18' |
| (J) D=29° 34' 55"
R=360.00'
T=95.06'
L=185.87'
CB=S73° 54' 44" W
CH=183.81' | | |



PLAT OF ROYAL CREEK ESTATES UNIT 8 CORPUS CHRISTI, NUECES COUNTY, TEXAS

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

DATE PLOTTED: 1/19/18
COMP. NO.: PLAT-SH2.DWG
JOB NO.: 16022
SCALE: AS SHOWN
PLOT SCALE: 1" = 60'
SHEET 2 OF 2

Exhibit 2

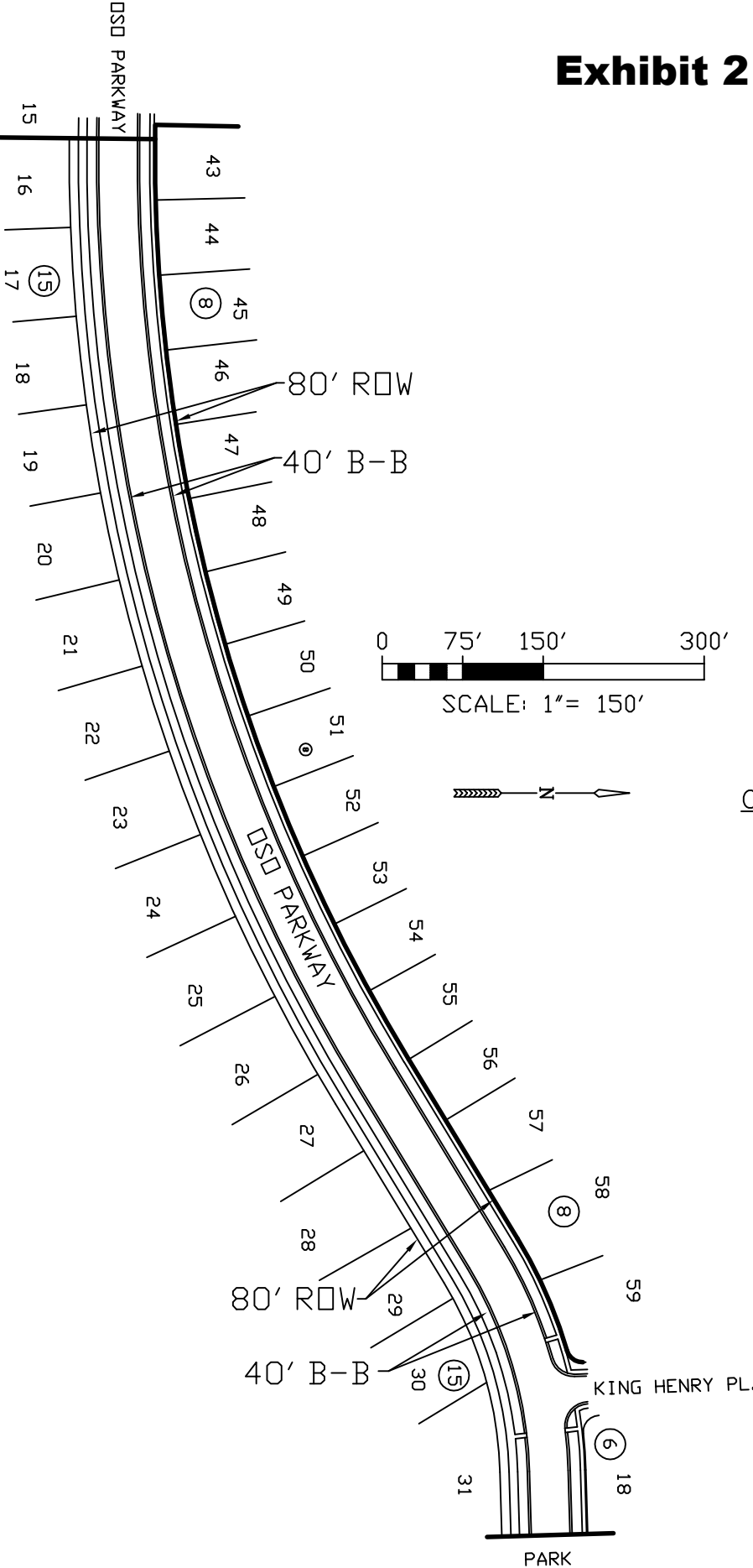
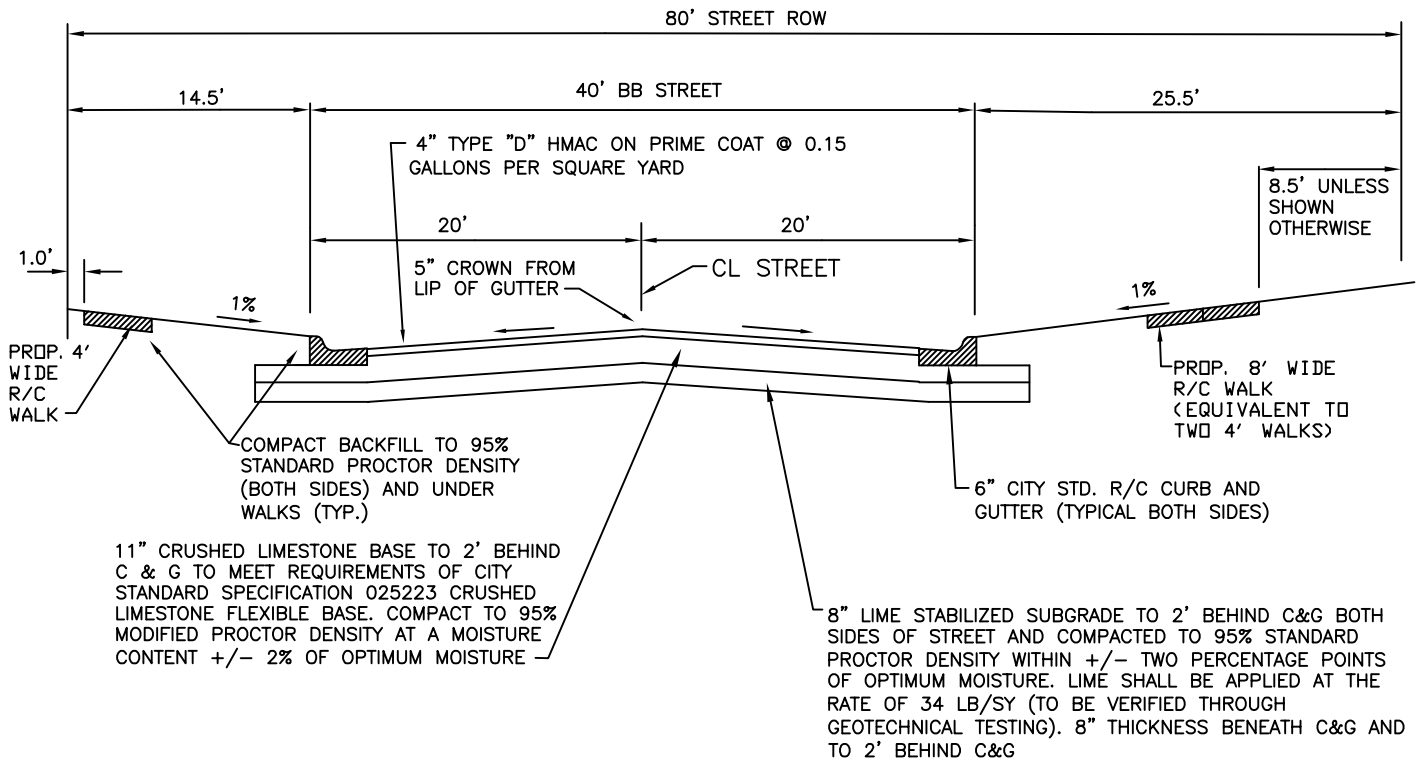


EXHIBIT SHOWING
OSO PARKWAY IMPROVEMENTS
1"=150'



BASS AND WELSH ENGINEERING
CORPUS CHRISTI, TX
SURVEY REG. NO. 100027-00,
TX ENGINEERING REG. NO. F-52,
FILE: EXB-STR, JOB NO. 16022,
SCALE: 1" = 150'
PLOT SCALE: SAME, PLOT DATE:
9/17/18, SHEET 1 OF 1

Exhibit 2



TYPICAL STREET SECTION – OSO PKWY
NTS



BASS AND WELSH ENGINEERING
CORPUS CHRISTI, TX
SURVEY REG. NO. 100027-00,
TX ENGINEERING REG. NO. F-52,
FILE: EXB-STR SECT 0-PKWY,
JOB NO. 16022, SCALE: NONE,
PLOT SCALE: 1"=60', PLOT DATE:
10/18/18, SHEET 1 OF 1

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

ROYAL CREEK ESTATES UNIT 8
PRELIMINARY COST ESTIMATE
08/24/18

STREET & SURFACE ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" CURB & GUTTER	3083	LF	14.50	\$44,703.50
2	4" THICK CONCRETE WALK	18118	SF	4.50	81,531.00
3	2" HMAC	504	SY	17.50	8,820.00
4	4" HMAC	5536	SY	34.00	188,224.00
5	8" LIME STABILIZED SUBGRADE	7409	SY	8.00	59,272.00
6	6" CRUSHED LIMESTONE BASE	672	SY	15.00	10,080.00
7	11" CRUSHED LIMESTONE BASE	6737	SY	24.00	161,688.00
8	STREET SIGN	1	EA	350.00	350.00
9	EXCAVATION	1	LS	6,000.00	6,000.00
10	END OF ROAD BARRICADE	1	EA	975.00	975.00
11	CLEARING & GRUBBING	1	LS	1,000.00	1,000.00
					\$562,643.50

STREET & SURFACE ITEMS (OVERSIZE OSO PARKWAY, FOR CITY REIMBURSEMENT)		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" THICK CONCRETE WALK	5778	SF	4.50	26,001.00
2	OVERTHICKNESS 2" HMAC TO 4" HMAC = 2" HMAC	5536	SY	17.50	96,880.00
3	OVERTHICKNESS 8" CRUSHED LIMESTONE BASE TO 11" CRUSHED LIMESTONE BASE = 3" CRUSHED LIMESTONE BASE	6737	SY	6.50	43,790.50
(THESE ITEMS NOT INCLUDED IN TOTAL BELOW)					\$166,671.50

STORM SEWER ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	18" RCP	138	LF	44.00	6,072.00
2	24" RCP	83	LF	55.00	4,565.00
3	27" RCP	140	LF	58.00	8,120.00
4	30" RCP	1366	LF	60.00	81,960.00
5	42" RCP	410	LF	63.00	25,830.00
6	5' INLET	9	EA	3,200.00	28,800.00
7	7' INLET	2	EA	3,800.00	7,600.00
8	MANHOLE	4	EA	15,000.00	60,000.00
9	END OF PIPE RIPRAP STRUCTURE	1	EA	2,000.00	2,000.00
					\$224,947.00

SANITARY SEWER ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" PVC PIPE	1368	LF	50.00	68,400.00
2	4" OR 6" PVC SERVICE	36	EA	480.00	17,280.00
3	FIBERGLASS MANHOLE	4	EA	3,900.00	15,600.00
					\$101,280.00

Digitally signed by
William J. Green, P.E.
DN: cn=William J. Green,
P.E., o=Development
Services, ou=City of
Corpus Christi, Texas,
email=billg@ccctexas.com
c=US
Date: 2018.11.01
12:49:51 -05'00'

Exhibit 3

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

12" WATER GRID MAIN ITEMS REIMBURSABLE BY CITY

		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" PVC PIPE	1384	LF	60.00	\$83,040.00
2	12" CAP TAPPED FOR 2"	1	EA	350.00	350.00
3	12" TEE	4	EA	850.00	3,400.00
4	CRUSHED STONE EMBEDMENT FOR 12" WATER	1384	LF	30.00	41,520.00
5	DEWATERING FOR 12" WATER	1384	LF	20.00	27,680.00
6	6" PVC PIPE NIPPLE	9	EA	250.00	2,250.00
7	6" GATE VALVE WITH BOX	3	EA	950.00	2,850.00
8	6" 90° ELBOW	3	EA	300.00	900.00
9	FIRE HYDRANT ASSEMBLY	3	EA	4,000.00	12,000.00
					\$173,990.00

WATER ITEMS (NON-GRID MAIN)

		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WATER SERVICE, DOUBLE	16	EA	600.00	9,600.00
2	WATER SERVICE, SINGLE	4	EA	500.00	2,000.00
3	6" PVC PIPE	230	LF	32.00	7,360.00
4	6" GATE VALVE WITH BOX	1	EA	950.00	950.00
					\$19,910.00

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)	5145	LF	3.00	15,435.00
3	4" PVC CONDUIT FOR AEP	200	LF	25.00	5,000.00
4	STORM WATER POLLUTION PREVENTION	1	LS	4,000.00	4,000.00
					\$29,435.00

TOTAL CONSTRUCTION

\$1,112,205.50



BY: [Signature]
DATE: 2018.11.01 12:50:19
-0500

Digitally signed by William J. Green, P.E.
DN: cn=William J. Green, P.E., ou=City of Corpus Christi, Texas,
email=will@ccctexas.com, c=US
Date: 2018.11.01 12:50:19 -0500

Exhibit 3

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
ROYAL CREEK ESTATES UNIT 8
STREET PARTICIPATION REIMBURSEMENT ESTIMATE
03/09/18

3054 S. Alameda St.
361 882-5521~ FAX 361 882-1265

OVERSIZE OSO PARKWAY (FOR CITY REIMBURSEMENT)

		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" THICK CONCRETE WALK	5778	SF	4.50	\$26,001.00
2	OVERTHICKNESS 2" HMAC TO 4" HMAC = 2" HMAC	5536	SY	17.50	96,880.00
3	OVERTHICKNESS 8" CRUSHED Limestone BASE TO 11" CRUSHED Limestone BASE = 3" CRUSHED Limestone BASE	6737	SY	6.50	43,790.50

SUBTOTAL \$166,671.50

11% SURVEYING, ENGINEERING & TESTING \$18,333.87

TOTAL AMOUNT REIMBURSABLE (29%) \$185,005.37

STREET AND SURFACE ITEMS \$562,643.50

11% SURVEYING, ENGINEERING, & TESTING 61,890.78

TOTAL STREET & SURFACE ITEMS (100%) \$624,534.28



Digitally signed by
William J. Green, P.E.
DN: cn=William J. Green,
P.E., o=Development
Services, ou=City of
Corpus Christi, Texas,
email=willg@ccctexas.com,
c=US
Date: 2018.11.01 12:54:11
-05'00'

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 <ol style="list-style-type: none">1. Broad Form2. Premises – Operations3. Products/Completed Operations Hazard4. Contractual Liability5. Broad Form Property Damage6. Independent Contractors7. Personal and Advertising Injury8. 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 <ol style="list-style-type: none">1. Owned2. Hired & Non-owned3. 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)

N/A

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

N/A

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

N/A

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

N/A

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: Mossa (Moses) Mostaghani
(Print)

Title: General Partner

Signature of Certifying Person: 

Date: 10-15-18

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.