



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: March 11, 2021

AGENDA ITEM: Consider Approval of Interlocal Agreement for the Construction of Community Facilities with City Participation between the City of Fort Worth, Texas and Aledo Independent School District

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- The site for Middle School No. 2 (McAnally Middle School) on Old Weatherford Road is located in the extraterritorial jurisdiction (ETJ) of the City of Fort Worth (City).
- The District has petitioned the City to annex this site into the city limits of the City.
- Once annexed into the City, Middle School No. 2 (McAnally Middle School) will have access to City of Fort Worth utilities.
- The sewer facility easement approved by the Board of Trustees at the January 19, 2021 board meeting provides for the sewer line tie-in to the current City of Fort Worth sewer facility easement traveling along Little Mary's Creek.
- The Interlocal Agreement presented to you this evening outlines the requirements and financial responsibilities of the District and City for the actual construction of the offsite, public sewer extension that will serve this campus. The City's financial responsibility is that portion of the estimated cost to "up-size" the extension to provide for anticipated future use.
- The following Interlocal Agreement for the Construction of Community Facilities with City Participation has been reviewed and approved by the District's legal counsel.

FISCAL INFORMATION:

The District's estimated cost of \$55,777.80 will be paid from 2019 Bond Program funds allocated for the construction of Aledo ISD Middle School No. 2 (McAnally Middle School).

ATTACHMENTS:

Interlocal Agreement for the Construction of Community Facilities with City Participation between the City of Fort Worth, Texas and Aledo Independent School District

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve the Interlocal Agreement for the Construction of Community Facilities with City Participation between the City of Fort Worth, Texas and Aledo Independent School District as presented.

**INTERLOCAL AGREEMENT FOR THE
CONSTRUCTION OF COMMUNITY FACILITIES
WITH CITY PARTICIPATION**

This **INTERLOCAL AGREEMENT FOR THE CONSTRUCTION OF COMMUNITY FACILITIES** (“Agreement”) is made and entered into by and between the **City of Fort Worth** (“City”), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized Assistant City Manager, and the **Aledo Independent School District** (“Developer”), acting by and through its duly authorized representative. City and Developer are referred to herein individually as a “party” and collectively as the “parties.”

WHEREAS, Developer is constructing improvements or subdividing land within the corporate limits of Fort Worth, Texas or its extraterritorial jurisdiction, for a project known as **Aledo Middle School #2** (“Project”); and

WHEREAS, the City desires to ensure that all developments are adequately served by public infrastructure and that the public infrastructure is constructed according to City standards; and

WHEREAS, as a condition of approval of the Project, Developer is required to bear a portion of the costs of municipal infrastructure by constructing the public infrastructure necessary for the Project as described in this Agreement (“Community Facilities” or “Improvements”); and

WHEREAS, as a condition of approval of the Project, Developer is required to meet the additional obligations contained in this Agreement, and Developer may be required to make dedications of land, pay fees or construction costs, or meet other obligations that are not a part of this Agreement.; and

WHEREAS, the City desires to participate in this Agreement in an amount not to exceed \$222,928.00 to enlarge the scope of the Improvements beyond what Developer is responsible for constructing as authorized by the City Council through approval of M&C _____ on _____, 2021 (“City Participation”); and

WHEREAS, Chapter 791 of the Texas Government Code, the “Interlocal Cooperation Act,” authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each party finds that the performance of this Agreement is in the common interest of the parties, that the undertaking will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the City and the Developer do hereby agree as follows:

**1.
CFA Ordinance**

The Community Facilities Agreements Ordinance ("CFA Ordinance"), as amended, is incorporated into this Agreement by reference, as if it was fully set forth herein. Developer agrees to comply with all provisions of the CFA Ordinance in the performance of Developer's duties and obligations pursuant to this Agreement and to cause all contractors hired by Developer to comply with the CFA Ordinance in connection with the work performed by the contractors. If a conflict exists between the terms and conditions of this Agreement and the CFA Ordinance, the CFA Ordinance shall control.

**2.
Incorporation of Engineering Plans**

The engineering plans for the Improvements that have been accepted by the City ("Engineering Plans") are incorporated into this Agreement by reference as if fully set out herein. Developer shall provide at its expense, unless otherwise agreed to by City, all engineering drawings and documents necessary to construct the Improvements required by this Agreement.

**3.
Description of Improvements; Exhibits and Attachments**

The following exhibits describe the general location, nature and extent of the Improvements that are the subject of this Agreement and are attached hereto and incorporated herein by reference:

- Exhibit A: Water
- Exhibit A-1: Sewer
- Exhibit B: Paving
- Exhibit B-1: Storm Drain
- Exhibit C: Street Lights & Signs

The Location Map and Cost Estimates are also attached hereto and incorporated herein by reference. To the extent that Exhibits A, A-1, B, B-1, C, the Location Map, or the Cost Estimates conflict with the Engineering Plans, the Engineering Plans shall control. If applicable, Attachment 1 – Changes to Standard Community Facilities Agreement, Attachment 2 – Phased CFA Provisions, and Attachment 3 – Concurrent CFA Provisions, are attached hereto and incorporated herein for all purposes.

**4.
Construction of Improvements**

Developer agrees to cause the construction of the Improvements contemplated by this Agreement and that said construction shall be completed in a good and workmanlike manner and in accordance with all City standards and specifications, the Engineering Plans, the Cost Estimates provided for the Improvements, and this Agreement. Developer acknowledges that City will not accept the Improvements until the City receives affidavits and lien releases signed by Developer's contractors verifying that the contractors, and all subcontractors and material suppliers, have been paid in full for constructing the Improvements, and consent of the surety on payment and performance bonds provided for the Improvements.

5.
Financial Guarantee

Developer has provided the City with a statement of appropriated funds as the financial guarantee for this Agreement which guarantees the construction of the Improvements and payment by Developer of all contractors, subcontractors, and material suppliers for the Improvements (“Financial Guarantee”).

6.
Completion Deadline; Extension Periods

This Agreement shall be effective on the date this Agreement is executed by the City’s Assistant City Manager (“Effective Date”). Developer shall complete construction of the Improvements and obtain the City’s acceptance of the Improvements within two (2) years of the Effective Date (“Term”). If construction of the Improvements has started during the Term, the Developer may request that this Agreement be extended for an additional period of time (“Extension Period”). All Extension Periods shall be agreed to in writing by the City and the Developer as set forth in a written amendment to this Agreement. In no event shall the Term of this Agreement plus any Extension Periods be for more than three years.

7.
Failure to Construct the Improvements

- (a) The City may utilize the Developer’s Contractor’s Payment and Performance Bonds to cause the completion of the construction of the Improvements if at the end of the Term, and any Extension Periods, the Improvements have not been completed and accepted by the City.
- (b) The City may utilize the Developer’s Contractor’s Payment and Performance Bonds to cause the completion of the construction of the Improvements or to cause the payment of costs for construction of the Improvements before the expiration of the Term, and any Extension Period, if the Developer breaches this Agreement, becomes insolvent, or fails to pay costs of construction.
- (c) This section shall not limit the City’s right to take further action, at law or in equity, if Developer fails to construct the Improvements or pay all contractors and materials suppliers for the Improvements.

8.
Termination

If Developer desires to terminate this Agreement before Developer’s contractors begin constructing the Improvements, Developer agrees to the following:

- (a) that Developer and City must execute a termination of this Agreement in writing;
- (b) that Developer will vacate any final plats that have been filed with the county where the Project is located; and
- (c) to pay to the City any costs incurred by the City for the City’s inspectors to attend preconstruction meetings.

9.

Award of Construction Contracts

- (a) Developer will award all contracts for the construction of the Improvements and cause the Improvements to be constructed in accordance with the CFA Ordinance and state law.
- (b) Developer will employ construction contractors who meet the requirements of the City to construct the Improvements including, but not limited, to being prequalified, insured, licensed and bonded to construct the Improvements in the City.
- (c) Developer will require Developer's contractors to provide the City with payment and performance bonds naming the City and the Developer as dual obligees, in the amount of one hundred percent (100%) of the cost of the Improvements as required by the CFA Ordinance. The payment and performance bonds shall guarantee construction of the Improvements and payment of all subcontractors and material suppliers. Developer agrees to require Developer's contractors to provide the City with a maintenance bond naming the City as an obligee, in the amount of one hundred percent (100%) of the cost of the Improvements, that guarantees correction of defects in materials and workmanship for the Improvements by the contractor and surety for a period of two (2) years after completion and final acceptance of the Improvements by the City. All bonds must be provided to the City before construction begins and must meet the requirements of the City's Standard Conditions, Chapter 2253 of the Texas Government Code, and the Texas Insurance Code.
- (d) Developer will require Developer's contractors to provide the City with insurance equal to or in excess of the amounts required by the City's standard specifications and contract documents for developer-awarded infrastructure construction contracts. The City must be named as an additional insured on all insurance policies. The Developer must provide the City with a Certificate of Insurance (ACORD or form approved by the State of Texas), supplied by each contractor's insurance provider, which shall be made a part of the Project Manual.
- (e) Developer will require the Developer's contractors to give forty-eight (48) hours' advance notice of their intent to commence construction of the Improvements to the City's Construction Services Division so that City inspection personnel will be available. Developer will require Developer's contractors to allow construction of the Improvements to be subject to inspection at any and all times by the City's inspectors. Developer will require Developer's contractors to not install or relocate any sanitary sewer, storm drain, or water pipe unless a City inspector is present and gives consent to proceed, and to allow such laboratory tests as may be required by the City.
- (f) Developer will not allow Developer's contractors to begin construction of the Improvements until a notice to proceed to construction is issued by the City.
- (g) Developer will not allow Developer's contractors to connect buildings to service lines of sewer and water mains constructed pursuant to this Agreement, if any, until said sewer, water mains and service lines have been completed to the satisfaction of the City.
- (h) Developer shall ensure the contractors are paid the City's wage rates in effect during construction of the Improvements.

10. Utilities

Developer shall cause the installation or adjustment of utilities required to: (1) serve the Project; and (2) to construct the Improvements required herein. City shall not be responsible for payment of any

costs that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the Improvements to be constructed pursuant to this Agreement.

**11.
Easements and Rights-of-Way**

Developer agrees to provide, at its expense, all necessary rights-of-way and easements required for the construction and dedication to the City of the Improvements provided for by this Agreement.

**12.
Liability and Indemnification**

- (a) ***DEVELOPER WILL REQUIRE ITS ENGINEER TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FOR ANY INADEQUACIES IN THE PRELIMINARY PLANS, SPECIFICATIONS, ENGINEERING PLANS, AND COST ESTIMATES FOR THIS AGREEMENT.***
- (b) ***TO THE EXTENT ALLOWED BY LAW AND WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY UNDER TEXAS LAW, CITY AND DEVELOPER WILL EACH BE RESPONSIBLE FOR THEIR OWN NEGLIGENCE.***
- (c) ***DEVELOPER WILL REQUIRE ITS CONTRACTORS TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, THE CONSTRUCTION OF THE IMPROVEMENTS CONTEMPLATED HEREIN, WHETHER OR NOT SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE CITY OF FORT WORTH, ITS OFFICERS, SERVANTS, OR EMPLOYEES. FURTHER, DEVELOPER WILL REQUIRE ITS CONTRACTORS TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES SUFFERED BY THE CITY OR CAUSED AS A RESULT OF SAID CONTRACTORS' FAILURE TO COMPLETE THE WORK AND CONSTRUCT THE IMPROVEMENTS IN A GOOD AND WORKMANLIKE MANNER, FREE FROM DEFECTS, IN CONFORMANCE WITH THE CFA ORDINANCE, AND IN ACCORDANCE WITH ALL PLANS AND SPECIFICATIONS.***

**13.
Right to Enforce Contracts**

Upon completion of all work associated with the construction of the Improvements, Developer will assign to the City a non-exclusive right to enforce the contracts entered into by Developer with its contractors, along with an assignment of all warranties given by the contractors, whether express or implied. Further, Developer agrees that all contracts with any contractor shall include provisions granting to the City the right to enforce such contracts as an express intended third party beneficiary of such contracts.

**14.
Estimated Fees Paid by Developer; Reconciliation**

Prior to execution of this Agreement, Developer has paid to the City the estimated cost of administrative material testing service fees, construction inspection service fees, and water testing lab fees in the amounts set forth in the Cost Summary section of this Agreement. Upon completion of the construction of the Improvements, the City will reconcile the actual cost of administrative material testing service fees, construction inspection service fees, and water testing lab fees with the estimated fees paid by Developer. If the actual costs of the fees are more than the estimated payments made by the Developer, the Developer must pay the difference to the City before the Improvements will be accepted by the City. If the actual costs of the fees are less than the estimated payments made by the Developer, the City will refund the difference to the Developer. If the difference between the actual costs and the estimated payments made by the Developer is less than fifty dollars (\$50.00), the City will not issue a refund and the Developer will not be responsible for paying the difference. The financial guarantee will not be released by the City or returned to the Developer until reconciliation has been completed by the City and any fees owed to the City have been paid by the Developer.

**15.
Material Testing**

The City maintains a list of pre-approved material testing laboratories. The Developer must contract with material testing laboratories on the City's list. Material testing laboratories will provide copies of all test results directly to the City and the Developer. If the Improvements being constructed fail a test, the Developer or its contractor must correct or replace the Improvements until the Improvements pass all retests. The Developer or its contractor must pay the material testing laboratories directly for all material testing and retesting. The City will obtain proof from the material testing laboratories that the material testing laboratories have been paid in full by the Developer or its contractor before the City will accept the Improvements.

**16.
Notices**

All notices required or permitted under this Agreement may be given to a party by hand-delivery or by mail, addressed to such party at the address stated below. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Development Coordination Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

DEVELOPER:

Aledo Independent School District
1008 Bailey Ranch Road
Aledo, Texas 76008

With copies to:

City Attorney's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

Thomas E. Myers
Brackett & Ellis, P.C.
100 Main Street
Fort Worth, TX 76012-3090

and

City Manager's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

Satterfield & Pontikes, Inc.
6220 N. Beltline Rd. Ste.200
Irving, Texas 75063

Or to such other address one party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

**17.
Right to Audit**

Developer agrees that, until the expiration of three (3) years after acceptance by the City of the Improvements constructed pursuant to this Agreement, that the City shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Developer involving transactions relating to this Agreement. Developer agrees that the City shall have access during normal working hours to all necessary Developer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Developer reasonable advance notice of intended audits.

Developer further agrees to include in all contracts with Developer's contractors for the Improvements a provision to the effect that the contractor agrees that the City shall, until the expiration of three (3) years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor, involving transactions to the contract, and further, that City shall have access during normal working hours to all of the contractor's facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Developer's contractors reasonable advance notice of intended audits.

**18.
Independent Contractor**

It is expressly understood and agreed that Developer and its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers shall operate as independent contractors as to all rights and privileges and work performed under this Agreement, and not as agents, representatives or employees of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Developer shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Developer acknowledges that the doctrine of *respondeat superior* shall not apply as between the City and its officers, representatives, agents, servants and employees, and Developer and its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Developer further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Developer. It is further understood that the City shall in no way be considered a co-employer or a joint employer of Developer or any employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers of Developer. Neither Developer, nor any officers, agents, servants, employees or subcontractors of Developer shall be entitled to any employment benefits from the City. Developer shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers.

The City, through its authorized representatives and employees, shall have the sole and exclusive right to exercise jurisdiction and control over City employees.

**19.
Applicable Law; Venue**

This Agreement shall be construed under and in accordance with Texas law. Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

**20.
Non-Waiver**

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's right to assert or rely on any such term or right on any future occasion.

**21.
Governmental Powers and Immunities.**

It is understood that by execution of this Agreement, neither the City nor Developer, an independent school district, waives or surrenders any of their governmental powers or immunities.

**22.
Headings**

The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**23.
Severability**

In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

**24.
Review of Counsel**

City and Developer, and if they so choose, their attorneys, have had the opportunity to review and comment on this document; therefore any rule of contract construction or interpretation that would normally call for the document to be interpreted as against the drafting party shall not apply in interpretation of this Agreement, and each section, portion, and provision of this Agreement shall be construed solely on the basis of the language contained therein, regardless of who authored such language.

**25.
Immigration and Nationality Act**

Developer shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Developer shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Developer shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Developer employee who is not legally eligible to perform such services. ***DEVELOPER'S CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY DEVELOPER, DEVELOPER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.*** City, upon written notice to Developer, shall have the right to immediately terminate this Agreement for violations of this provision by Developer's contractor.

**27.
Amendment**

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the City and Developer.

**28.
Assignment and Successors**

Developer shall not assign or subcontract all or any part of its rights, privileges, or duties under this Agreement without the prior written consent of City. Any attempted assignment or subcontract without the City's prior written approval shall be void and constitute a breach of this Agreement.

**29.
No Third-Party Beneficiaries**

The provisions and conditions of this Agreement are solely for the benefit of the City and Developer, and any lawful assign or successor of Developer, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**30.
Compliance with Laws, Ordinances, Rules and Regulations**

Developer, its officers, agents, servants, employees, and contractors, shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of City. It is agreed and understood that, if City calls to the attention of Developer any such violation on the part of Developer or any of its officers, agents, servants, employees, or subcontractors, then Developer shall immediately desist from and correct such violation.

**31.
Signature Authority**

The person signing this Agreement on behalf of Developer warrants that he or she has the legal authority to execute this Agreement on behalf of the Developer, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The City is fully entitled to rely on this warranty and representation in entering into this Agreement.

32.
Counterparts

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

33.
Entire Agreement

This written instrument, together with any attachments, exhibits, and appendices, constitutes the entire understanding between the City and Developer concerning the work to be performed hereunder, and any prior or contemporaneous, oral or written agreement that purports to vary from the terms hereof shall be void.

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34.
Cost Summary Sheet

Project Name: Aledo Middle School #2

CFA No.: CFA20-0149

City Project No.: 103119

Items	Developer's Cost	City Cost	Total Cost
A. Water and Sewer Construction			
1. Water Construction			
2. Sewer Construction	\$ 35,344.80	\$158,656.20	\$194,001.00
<i>Water and Sewer Construction Total</i>	\$ 35,344.80	\$158,656.20	\$194,001.00
B. TPW Construction			
1. Street	\$ -		
2. Storm Drain	\$ -		
3. Street Lights Installed by Developer	\$ -		
4. Signals	\$ -		
<i>TPW Construction Cost Total</i>	\$ -		
Total Construction Cost (excluding the fees):	\$ 35,344.80	\$158,656.20	\$194,001.00
Estimated Construction Fees:			
C. Construction Inspection Service Fee	\$18,375.00		\$18,375.00
D. Administrative Material Testing Service Fee	\$2,058.00		\$2,058.00
E. Water Testing Lab Fee			
Total Estimated Construction Fees:	\$55,777.80	\$158,656.20	\$214,434.00

Financial Guarantee Options, choose one	Amount	Choice (Mark one)
Bond = 100%		
Completion Agreement = 100% / Holds Plat		
Cash Escrow Water/Sanitary Sewer= 125%		
Cash Escrow Paving/Storm Drain = 125%		
Letter of Credit = 125%		
Statement of Appropriated Funds (Government Entity Only)		X

IN WITNESS WHEREOF, the City and Developer have each executed this Agreement by their duly authorized signatories to be effective on the date executed by the City's Assistant City Manager.

CITY OF FORT WORTH

DEVELOPER

Aledo Independent School District

Dana Burghdoff
Assistant City Manager

Name: Earl H. Husfeld, CPA
Title: Chief Financial Officer

Date: _____

Date: March 11, 2021

Recommended by:

Evelyn Roberts/Jennifer Ezernack
Project Assistant
Planning and Development

Approved as to Form & Legality:

Richard A. McCracken
Sr. Assistant City Attorney

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

M&C No. _____

Date: _____

Form 1295: _____

Name: Janie Scarlett Morales
Title: Development Manager

ATTEST:

Mary J. Kayser/ Ronald Gonzales
City Secretary / Assistant City Secretary

The following attachments are incorporated into this Agreement. To the extent a conflict exists between the main body of this Agreement and the following attachments, the language in the main body of this Agreement shall be controlling.

<u>Included</u>	<u>Attachment</u>
<input checked="" type="checkbox"/>	Attachment 1 - Changes to Standard Community Facilities Agreement
<input type="checkbox"/>	Attachment 2 – Phased CFA Provisions
<input type="checkbox"/>	Attachment 3 – Concurrent CFA Provisions
<input checked="" type="checkbox"/>	Location Map
<input type="checkbox"/>	Exhibit A: Water Improvements
<input checked="" type="checkbox"/>	Exhibit A-1: Sewer Improvements
<input type="checkbox"/>	Exhibit B: Paving Improvements
<input type="checkbox"/>	Exhibit B-1: Storm Drain Improvements
<input type="checkbox"/>	Exhibit C: Street Lights and Signs Improvements
<input type="checkbox"/>	Cost Estimates

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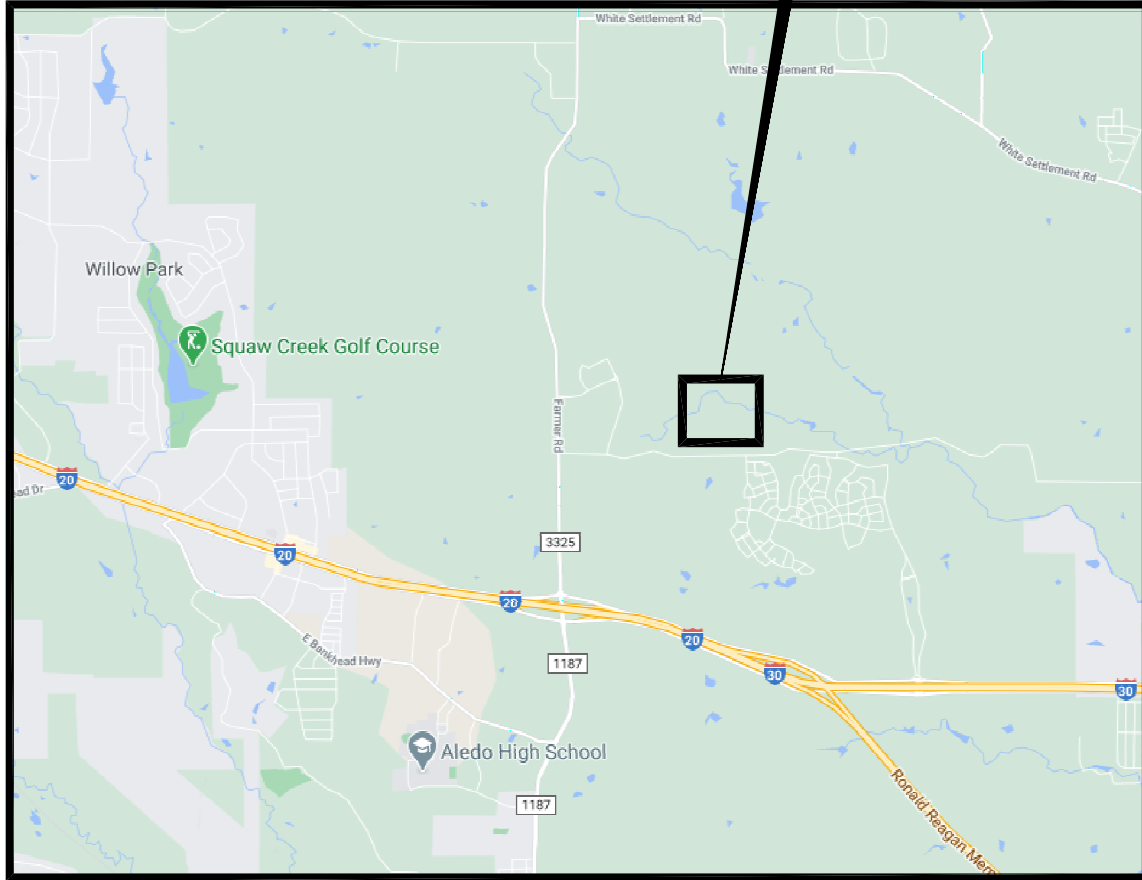
ATTACHMENT “1”

Changes to Standard Community Facilities Agreement

City Project No. 103119

In the body of the agreement.

**PROJECT
LOCATION**



Location Map

N.T.S.

**CPN 103119
Mapsc0 No. 761A / 761B**

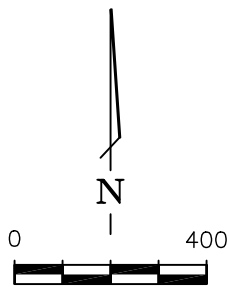
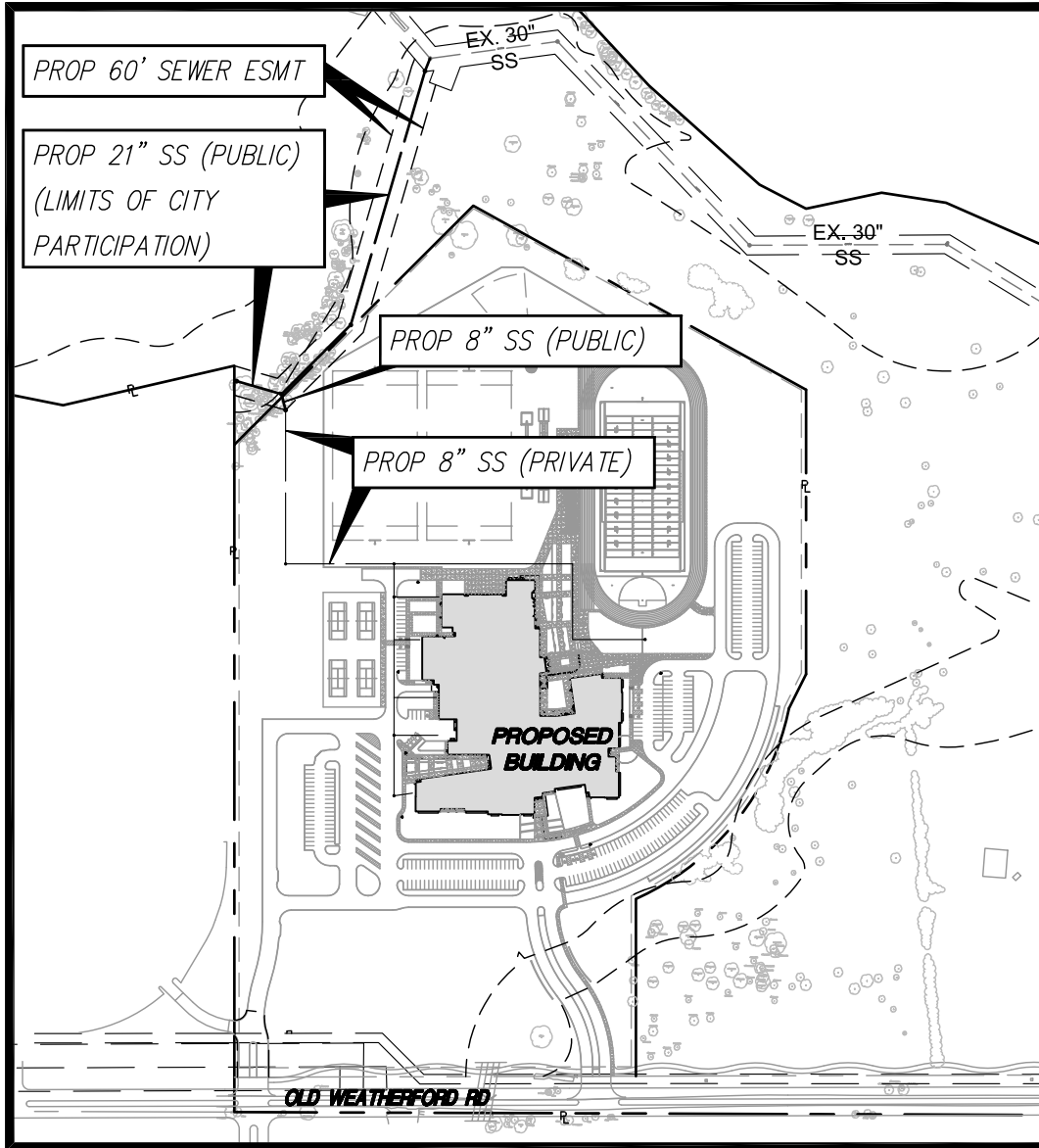
Aledo I.S.D.
1008 Bailey Ranch Rd.
Aledo, Texas 76008

Sanitary Sewer
Improvements
to serve
Aledo Middle
School #2 Addition

teague nall & perkins

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

(SHEET 1 OF 2)
DATE: JAN 26, 2021



SANITARY SEWER EXHIBIT A1

LEGEND:

- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE

Aledo I.S.D.
 1008 Bailey Ranch Rd.
 Aledo, Texas 76008

Sanitary Sewer
 Improvements
 to serve
 Aledo Middle
 School #2 Addition

teague nall & perkins
 5237 N. Riverside Drive, Suite 100
 Fort Worth, Texas 76137
 817.336.5773 ph 817.336.2813 fx
 TBPE Registration No. F-230
 www.tnpinc.com

Drawing: P:\PROJECTS\AL020091\cad\civilsite\CA Exhibit - Sanitary Sewer.dwg at Dec 15, 2020 - 2:26pm by jhamilton
 Layout: SS Exhibit Xref: X3D-BASE.dwg - XREF-BLDO.dwg - X3D-WSS.dwg