

COMMUNITY FACILITIES AGREEMENT

THE STATE OF TEXAS      §  
COUNTY OF TARRANT      §

City Secretary  
Contract No. \_\_\_\_\_

WHEREAS, Keller Independent School District, hereinafter called “Developer”, desires to make certain improvements to Keller ISD Elementary No 20, an addition to the City of Fort Worth, Texas; and

WHEREAS, the said Developer has requested the City of Fort Worth, a municipal corporation of Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called “City”, to do certain work in connection with said improvements.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That said Developer, acting herein by and through Bob Apetz, its duly authorized Board President, and the City, acting herein by and through Marc A. Ott, its duly authorized Assistant City Manager, for and in consideration of the covenants and conditions contained herein, do hereby agree as follows:

- I.     General Requirements
  - A.     The Policy for the Installation of Community Facilities (“Policy”) dated March 2001, approved and subsequently amended by the City Council of the City of Fort Worth, is hereby incorporated into this Community Facilities Agreement as if copied herein verbatim. Developer agrees to comply with all provisions of said Policy in the performance of its duties and obligations hereunder.
  - B.     The requirements of the Policy shall govern this Community Facilities Agreement, provided, however, that any conflict between the terms of this Community Facilities Agreement and the Policy shall be resolved in favor of this Agreement.
  - C.     Developer shall provide financial security in conformance with paragraph 6, Section II, of the Policy.
  - D.     The Developer shall award all contracts for the construction of community facilities in accordance with Section II, paragraph 7 of the Policy.

- E. The contracts for the construction of the public infrastructure shall be administered in conformance with paragraph 8, Section II, of the Policy.
- F. Developer shall install or adjust all of the required utilities to serve the development or to construct the improvements required herein.
- G. Developer agrees that the City shall not be responsible for any inadequacies in the preliminary plans, specifications and cost estimates supplied by the Developer for this Agreement and hereby releases the City from same.
- H. Developer agrees that no lot shall be occupied under a certificate of occupancy until the improvements required herein have been constructed (Article 104.100, Ordinance 7234).
- I. Developer agrees to provide, at its expense, all necessary rights of way and easements across property owned by Developer required to construct current and future improvements provided for in this agreement.
- J. Developer agrees to construct proposed improvements as shown on the exhibits attached hereto. The following exhibits are made a part hereof: Water (A)None; Sewer (A-1) None; Paving (B)Attached Storm Drain (B-1) Attached; Street Lights and Signs (C) Attached.
- K. City is requiring the widening and/or straightening of the City road(s) contemplated herein. City shall not be responsible for any costs that may be incurred for the relocation of any utilities that are or may be in conflict with any of the community facilities to be installed hereunder.

II. Street and Storm Drain Facilities

- A. The Developer(s) agree to install or to cause to have installed, the streets, storm drainage, street lighting, street name sign and other community facilities improvements shown as “current improvements” on the attached Exhibits B, B1, and C.
- B. As shown below in the “Summary of Cost for Street and Storm Drain Facilities”, the Developer shall fund its share of "current improvements"

and shall pay to the City for its share of the cost of street, storm drainage, street lighting, street name signs as shown on the attached Exhibits B, B1, and C. The estimated total cost of current improvements and related support services specified in this agreement, including design, construction and inspection is estimated at \$1,247,907.38.

**SUMMARY OF  
COST  
KELLER ISD ELEMENTARY NO 20**

<i><b>Item</b></i>	<i><b>Developer Cost</b></i>	<i><b>City Cost</b></i>	<i><b>Total Cost</b></i>
A. Construction			\$ -
1. Streets	\$1,035,298.00		\$ 1,035,298.00
2. Storm Drainage	\$127,025.00		\$ 127,025.00
3. Street Lights	\$15,600.00		\$ 15,600.00
4. Street Name Signs	\$245.00		\$ 245.00
B. Engineering Design			\$ -
C. Construction Engineering and Management by DOE (4%)	\$ 46,492.92		\$ 46,492.92
D. Materials Testing by DOE (2%)	\$ 23,246.46		\$ 23,246.46
<b>TOTALS</b>	\$ 1,247,907.38	\$ -	\$ 1,247,907.38

Notes:

1. All Preliminary Plats filed after July 2000 will require sidewalks on all streets. The developer is responsible for installation of sidewalk and a separate financial guarantee is required in the form of a bond or check for the cost of the sidewalk.
2. Developer's column for Item C represents four percent (4%) cost for construction inspection fees and materials testing. The City will pay additional inspection fee over 4%.
3. City not preparing plans and specifications.

IN TESTIMONY WHEREOF, the City of Fort Worth has caused this instrument to be executed in quadruplicate in its name and on its behalf by its Assistant City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in triplicate, at Fort Worth, Texas this the \_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF FORT WORTH

Approval Recommended:

\_\_\_\_\_  
Marc A. Ott  
Assistant City Manager

\_\_\_\_\_  
Robert Goode, P. E., Director  
Transportation and Public Works

ATTEST:

Approved as to Form and Legality:

\_\_\_\_\_  
Marty Hendrix  
City Secretary

\_\_\_\_\_  
Amy J. Ramsey  
Assistant City Attorney

DEVELOPER  
Keller Independent School District

\_\_\_\_\_  
Bob Apetz  
Board President

ATTEST:

\_\_\_\_\_