

COMMUNITY FACILITIES AGREEMENT

THE STATE OF TEXAS §

City Secretary

COUNTY OF TARRANT §

Contract No. 32565

WHEREAS, Keller Independent School District, hereinafter called "Developer", desires to make certain improvements to **Keller ISD Middle and Intermediate Schools**, 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, Wise, and Denton 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 Dr. James R Veitenheimer, its duly authorized Superintendent, and the City, acting herein by and through Marc 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 by the City Council of the City of Fort Worth, is hereby incorporated into this Community Facilities Contract as if copy 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.

10-27-05 P01:57 IN

- F. The Developer further covenants and agrees to, and by these presents does hereby, fully indemnify, hold harmless and defend the City, its officers, agents and employees from all suits, actions or claims of any character, whether real or asserted, brought for or on account of any injuries or damages sustained by any persons (including death) or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by said Developer, his contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of said DEVELOPER, his contractors, sub-contractors, officers, agents or employees, 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.
- G. Developer shall install or adjust all of the required utilities to serve the development or to construct the improvements required herein.
- H. In the event that City participation exceeds \$25,000, Developer agrees that no street construction or storm drainage will begin prior to City Council approval of this Community Facilities Agreement. (Article 104.100, Ordinance 7234).
- I. 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).
- J. Developer hereby releases and agrees to indemnify and hold the City harmless for any inadequacies in the preliminary plans, specifications and cost estimates supplied by the Developer for this contract.
- K. 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.
- L. Developer agrees to construct proposed improvements as shown on the exhibits attached hereto. The following exhibits are made a part hereof:

Water (A)attached; Sewer (A-1)attached; Paving (B)___ Storm Drain (B-1)___; Street Lights and Signs (C).

- M. City shall not be responsible for 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 community facilities to be installed hereunder.

II. Water and Sewer Facilities

- A. Developer shall install the proposed water line(s), fire line(s) and/or meters as shown on Exhibit A, the estimated cost of which is **\$121,570**. The City agrees to record the location of each said service line in respect to the corner of the lot served, and to retain said records in its possession. The Developer and the City shall share in the cost of the water improvements as follows:

WATER FACILTIES:

	Estimated Developer Cost	Estimated City Cost	Estimated Total Cost
Mains within Development	\$ 85,400	\$ 36,170	\$ 121,570
Approach	\$ -0-	\$ -0-	\$ -0-
Easements*	\$ -0-	\$ -0-	\$ -0-
Services	\$ -0-	\$ -0-	\$ -0-
Engineering	\$ -0-	\$ -0-	\$ -0-
Sub-Total Water	\$ 85,400	\$ 36,170	\$ 121,570

* To be dedicated by the developer

The costs stated herein may be based upon construction estimates rather than actual cost. The final cost to Developer and City shall be based upon:

1. Unit prices contained in City of Fort Worth Ordinance No. 14552;

WATER COST SHARE (Developer pays for 8" water pipe and gate valve. The City pays for 8" stub out to Ridgeview Circle to loop system, 12"/8" water pipe, valves, and fittings.)

12"/8" water pipe (\$26-\$17)		
2,500 L.F. x \$9 =	\$	22,500
8" water pipe (\$25)		
81 L.F. x \$25 =	\$	2,030

1" air and vacuum release valve and vault (\$3,534)		
1 L.S. x \$3,534 =	\$	3,540
4" blow-off with 4" gate valve (\$3,624)		
1 L.S. x \$3,624 =	\$	3,630
21"x12"/21"x8" tapping sleeve and gate valve (\$1,500)		
1 L.S. x \$1,500 =	\$	1,500
Cast iron fittings (\$2,969/ton)		
1 Ton x \$2,969 =	\$	2,970
	\$	<u>36,170</u>

- B. Developer shall install sanitary mains as shown on Exhibit A-1, the estimated cost of which is **\$169,400**. The City agrees to record the location of each said service line in respect to the corner of the lot served, and to retain said records in its possession. The Developer and the City shall share in the cost of the sewer improvements as follows:

SANITARY SEWER FACILITIES:

	Estimated Developer Cost	Estimated City Cost	Estimated Total Cost
Mains within Development	\$ 119,200	\$ 50,200	\$ 169,400
Approach	\$ -0-	\$ -0-	\$ -0-
Easements*	\$ -0-	\$ -0-	\$ -0-
Services	\$ -0-	\$ -0-	\$ -0-
Engineering	\$ -0-	\$ -0-	\$ -0-
Sub-Total Sewer	\$ 119,200	\$ 50,200	\$ 169,400

*To be dedicated by the developer.

The costs stated herein may be based upon construction estimates rather than actual cost. The final cost to Developer and City shall be based upon:

- Unit prices contained in City of Fort Worth Ordinance No. 14552;

SEWER COST SHARE (Developer pays for 8" sewer pipe. The City pays for 8" and 12" sewer pipe to connect system in Ridgeview Circle, 15"/8", 12"/8" sewer pipe and manholes.)

8" sewer pipe (\$25)		
750 L.F. x \$25 =	\$	18,750
12" sewer pipe (\$27)		
617 L.F. x \$27 =	\$	16,660

15"/8" sewer pipe (\$28-\$25)		
1240 L.F. x \$3 =	\$	3,720
12"/8" sewer pipe (\$27-25)		
1106 L.F. x \$2 =	\$	2,220
4' diameter manhole (\$1,293)		
2 EA x \$1,293 =	\$	2,590
Extra depth for 4' diameter manholes (\$150)		
20 EA x \$150 =	\$	3,000
Concrete manhole collars (\$450)		
2 EA x \$450 =	\$	900
Watertight manhole inserts (\$50)		
2 EA x \$50 =	\$	100
Vacuum testing (\$100)		
2 EA x \$100 =	\$	200
Trench safety (\$1.50)		
1367 L.F. x \$1.50 =	\$	2,060
	\$	50,200

WATER			
Pay Item	Unit	Description	Unit Price from Developer's Projects
1	LF	6" Water Pipe	\$ 15.00
2	LF	8" Water Pipe	\$ 17.00
3	LF	10" Water Pipe	\$ 24.00
4	LF	12" Water Pipe	\$ 26.00
5	LF	16" Water Pipe	\$ 40.00
6	EA	8" Gate Valve w/Cast Iron box & Lid	\$ 676.00
7	EA	10" Gate Valve w/Cast Iron box & Lid	\$ 1,182.00
8	EA	12" Gate Valve w/Cast Iron box & Lid	\$ 1,223.00
9	EA	16" Gate Valve w/Cast Iron box & Lid	\$ 6,587.00
10	TN	Cast Iron/Ductile Iron Fittings	\$ 2,969.00
11	EA	Install 1" Air & Vacuum Release Valve w/Vault	\$ 3,534.00
12	EA	Install 4" blow-Off w/4" Gate Valve & Sump Manhole	\$ 3,624.00

SEWER			
Pay Item	Unit	Description	Unit Price from Developer's Projects
1	LF	6" Sanitary Sewer Pipe	\$ 24.00
2	LF	8" Sanitary Sewer Pipe	\$ 25.00
3	LF	10" Sanitary Sewer Pipe	\$ 26.00
4	LF	12" Sanitary Sewer Pipe	\$ 27.00
5	LF	15" Sanitary Sewer Pipe	\$ 28.00
6	LF	18" Sanitary Sewer Pipe	\$ 38.00
7	LF	21" Sanitary Sewer Pipe	\$ 45.00
8	LF	24" Sanitary Sewer Pipe	\$ 48.00
9	EA	Standard 4' Diameter Manhole	\$ 1,293.00
10	EA	Standard 5' Diameter Manhole	\$ 3,125.00

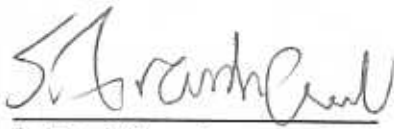
TOTAL WATER AND SANITARY SEWER FACILITIES:

	Estimated Developer Cost	Estimated City Cost	Estimated Total Cost
Sub-Total Water	\$ 85,400	\$ 36,170	\$ 121,570
Sub-Total Sewer	\$ 119,200	\$ 50,200	\$ 169,400
Total Water and Sewer Construction	\$ 204,600	\$ 86,370	\$ 290,970
Construction Inspection	\$ 4,092	\$ 1,727	\$ 5,819
Grand Total	\$ 208,692	\$ 88,097	\$ 296,789

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 quadruplicate, at Fort Worth, Texas this the 27th day of October, 2005.

Approval Recommended:

Water Department



S. Frank Crumb
Director


C-21070

Contract Authorization


10-4-05

Date

ATTEST:

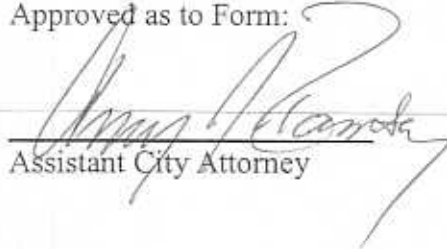
for 

City Secretary
Marty Hendrix

City Of Fort Worth


Assistant City Manager
Marc A. Ott

Approved as to Form:



Assistant City Attorney

ATTEST:

Corporate Secretary

DEVELOPER
Keller Independent School
District

By: 

MARRA. CANTERBURY
Sign, print name and title
KISD DISTRICT
ARCHITECT

Per request of Keller Independent School District Board of Trustees:

DEVELOPER:
Keller Independent School District

David W. Farmer, President
Board of Trustees

ATTEST:

Randy Pugh, Secretary