

**COMMUNITY FACILITIES AGREEMENT**

STATE OF TEXAS )(

COUNTY OF JOHNSON )(

WHEREAS, \_\_\_\_\_ of \_\_\_\_\_ County, Texas, hereinafter called “Developer”, desires to make certain improvements to \_\_\_\_\_ in the City of Alvarado, Texas, and

WHEREAS, the said “Developer” has requested the City of Alvarado, a Municipal Corporation of Johnson County, Texas, hereinafter called “City”, to do certain work in connection with said improvements.

NOW, THEREFORE, KNOW ALL, MEN BY THESE PRESENTS:

That said Developer \_\_\_\_\_, acting by and through \_\_\_\_\_, its duly authorized officer, and the City of Alvarado, acting herein by and through \_\_\_\_\_, its duly authorized City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows, to-wit:

- I. General Requirements of the “Developer”:
  - A. To employ an engineer who is registered and licensed to perform Civil Engineering in the State of Texas to develop plans for all utilities and other improvements covered by the Community Facilities Agreement.
  - B. To provide three (3) sets of engineering plans for the utilities and other improvements to be installed for review and approval by the City Engineer.
  - C. To utilize specifications and standards for construction of utilities as set forth in the current standard specifications for public works construction of the City of Alvarado and/or as prescribed by the City’s Engineer.
  - D. To provide, at the time of execution of this agreement, three (3) copies of each contract entered into by the developer for the installation of public works facilities as noted in this agreement.
  - E. To require the contractor to furnish to the developer, Performance and Payment Bonds in the name of the developer for one hundred percent (100%) of the contract price of the facilities. Copies of said bonds to be furnished to the City Engineer before work is commenced.

- F. To require the contractor to furnish to the City, prior to making the final payment, a Maintenance Bond in the amount of not less than one hundred percent (100%) of the final contract price, to be executed on forms provided by the City, for a period of two (2) years from the date of final acceptance of the project by the City Council.
- G. To employ a construction contractor who is approved by the City Engineer. Said contractor to meet City's requirements for being licensed and bonded to do work in public streets.
- H. To delay construction of any building until water, sewer, storm drainage, and street construction have been completed and accepted by the City Council
- I. To provide the City, prior to the execution of this Agreement, a cash payment in the amount of four percent (4%) of the estimated construction costs of the facilities covered by this agreement. This estimated cost to be based on the figures set forth in the contract documents executed between the contractor and the developer.
- J. That within fifteen (15) days, after completion of the facilities to be constructed by the developer, prior to final acceptance by the City Council, the City and developer agree to an adjustment of the developer's inspection fees, so as to conform said fees to the actual final construction costs.
- K. To give twenty-four (24) hours notice to the City Engineer of Intent to Commence Construction of the facility so that inspection personnel will be available; and to require the contractor to allow the construction to be subject to inspection at any and all times by City Inspection Forces, and not to install any facility unless a responsible City Inspector is present and gives his consent to proceed; and to make such laboratory tests of materials used as may be required by the City by an approved laboratory at the developer's expense.
- L. Developer hereby agrees to complete the facilities covered by this agreement within ninety (90) calendar days after having been instructed to do so in writing by the City Engineer. It being understood that the developer will initiate all construction to conform to his own schedule, except, for those improvements which the City Engineer deems necessary for the proper and orderly developments of the area. In the event, a developer fails to carry out such instructions within the ninety (90) day period, the developer gives the City the right to award a contract, if elected by the City, for the construction of facilities in question, and agrees to pay to the City, prior to the award of the contract, the amount of the best bid as determined by the City.
- M. That life of this contract shall be six (6) months or as otherwise agreed in writing. It is understood that any obligation on the part of the City to make any refunds hereunder shall cease upon the expiration of five (5) years from the date of

execution of this contract. No refunds due the developer on any facility constructed under this agreement shall be made until all provisions of the agreement are fulfilled.

- N. That this contract, any part hereof, or any interest herein shall not be assigned by developer without written consent of the City Manager.
- O. Developer agrees to relinquish all title and ownership of the facilities covered in this agreement once those improvements are accepted by the City Council.
- P. Developer further covenants and agrees to and by these presents does hereby fully indemnify and hold harmless 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 person or to any property, resulting from the construction, performance or to be performed by said developer, its contractors, agents or employees or in consequences of any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of said developer, its contractors, subcontractors, agents, or employees.

II. Water and/or Sanitary Sewage Facilities:

- A. The developer agrees to have installed all water and sewage facilities as noted in the final approved plans for facility construction, and as reflected on the attached Exhibit "A".
- B. The cost of the water facilities to serve the development herein concerned is estimated to be \$\_\_\_\_\_.
- C. The cost of the sanitary sewage facilities to serve the development herein concerned is estimated to be \$\_\_\_\_\_.

III. Storm Drainage

- A. The developer agrees to have installed all storm drainage facilities as noted in the final approved plans for facility construction, and as reflected on the attached Exhibit "B".
- B. The cost of storm drainage facilities to serve the development herein concerned is estimated to be \$\_\_\_\_\_.

IV. Street Improvements

- A. The developer agrees to have installed all street facilities as noted in the final approved plans for facility construction, and as reflected on the attached Exhibit "C".
- B. The cost of the streets to serve the development herein concerned is estimated to be \$\_\_\_\_\_.

V. Fees

	Type	Estimated Construction Cost	Inspection Fee 4 %
1.	Water		
2.	Sewer		
3.	Storm Drainage		
4.	Streets		

TOTAL FEES DUE: \$\_\_\_\_\_

IN TESTIMONY WHEREOF the City of Alvarado has caused this instrument to be executed in triplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said developer has executed this instrument in duplicate, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By:\_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Manager