

City of Keller, Texas
Development Agreement
Walker Addition

The State of Texas

County of Tarrant

WHEREAS, Owners of Brenda Lane represented by Omar Oweis, Basem Nimri, and Samuel Iweis, hereinafter called "Developer", represents the following described property and desires to make certain improvements to Lots 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36 Block 1A in Walker Addition, a proposed addition to the City of Keller, Texas; and

WHEREAS, the said Developer has requested the City of Keller, a municipal corporation of Tarrant County, Texas, hereinafter called "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said Developer, acting herein by and through Omar Oweis, its duly authorized officer, and the City, acting herein by and through Mark Hafner, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of paving, sidewalk and water improvements, summary of infrastructure (development) amounts, assurance payments to the City, payment of impact fees, and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for the Lots 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36 Block 1A in Walker Addition project released for construction by the City in August 2019.

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 of this agreement.

1.20 Payment of Developer Infrastructure Assurance Fees

The City will not proceed to file or record the final plat of Walker Addition until payment of all Developer Assurance Fees. No building permits will be issued for any lots prior to the plat recording.

1.30 Cross Connection Control Compliance

Developer agrees that additional work, materials, backflow prevention assembly testing, Customer Service Inspections and/or other costs may be necessary to comply with the City's Cross Connection Control program.

1.40 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.50 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance during all phases of construction. The developer shall submit a tree protection plan showing the measures of tree protection to be employed during construction prior to any site work on the project.

2.00 Infrastructure (Development) Improvement Costs

The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Water, Sanitary Sewer, Street and Storm Drainage Improvements

The distribution of costs between the City and the Developer for all water, sanitary sewer, street and storm drainage improvements are as follows:

SITE IMPROVEMENTS:

	Full Project Cost	Developer's Assurance Amount	City Participation
Water Facilities	\$18,000.00	\$18,000.00	\$0.00
Sanitary Sewer Facilities	\$200,172.80	\$54,000.00	\$146,172.80
Storm Drainage Facilities	\$223,539.74	\$223,539.74	\$0.00
Streets & Sidewalks	\$296,510.20	\$296,510.20	\$0.00
Total Construction Cost	\$738,222.74	\$592,049.94	\$146,172.80

2.11 Sanitary Sewer Escrow Funds Deposited with the City

The Sanitary Sewer is being installed through the Sanitary Sewer Extension Policy dated June 1, 2004 and \$54,000 has been deposited in escrow with the City as payment for the Sanitary Sewer. In keeping with the Sanitary Sewer Policy, the city will contribute the difference between the full Sanitary Sewer cost and the amount escrowed by the Developer.

2.20 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Water Facilities	\$18,000.00
Sanitary Sewer Facilities	\$200,172.80
Storm Drainage Facilities	\$223,539.74
Streets & Sidewalks	\$296,510.20
Total Construction Cost	\$738,222.74

FEES TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

	Percentage of Construction	Construction Cost	Final Assurance Amount
Water Inspection Fee	4%	\$18,000.00	\$720.00
Sanitary Sewer Inspection Fee	4%	\$200,172.80	\$8,006.91
Storm Drainage Inspection Fee	4%	\$223,539.74	\$8,941.59
Streets & Sidewalks Inspection Fee	4%	\$296,510.20	\$11,860.41
		\$738,222.74	
Payment to the City			\$29,528.91

3.00 Miscellaneous Improvements

3.10 Screening Wall, Landscaping and Irrigation

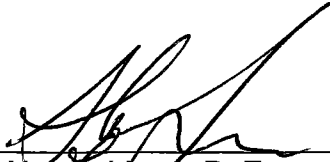
The Developer shall be responsible for installing a screening wall, landscaping and irrigation in accordance with the approved plans.

3.20 Impact Fees

No Roadway, Water or Sanitary Sewer Impact Fees as set forth by City ordinances will be assessed as the Walker Addition does not represent new development growth. However, tap or connection fees will apply as per city standards.

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RECOMMENDED:


Alonzo Linan, P. E.
Public Works Director

8-9-19
Date

3.30 Park Zone Dedication

No Parkland dedication is required of the Walker Addition as this is redevelopment of existing parcels.

RECOMMENDED:


Gary Davis
Parks Maintenance & Development Manager

8/13/19
Date

3.40 Park Zone Dedication

No Public Arts Fee will be assessed or paid by the builder, property owner or the Developer of the Walker Addition as this is redevelopment of existing parcels.

RECOMMENDED:


Sarah Hensley
Administrative Services Manager

8/14/19
Date

4.00 Miscellaneous Provisions

4.10 Bonds

The Developer agrees to require the contractor(s) to furnish the City with a two (2) year maintenance bond in the name of the City, subject to City approval, for one hundred percent (100%) of the contract price of the water, sanitary sewer, storm drainage, , streets and improvements. The maintenance bond(s) shall be submitted and approved prior to acceptance of the improvements.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage. The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own

cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law.

4.40 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications

prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith.

4.50 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the City nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-

compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.60 Venue

Venue of any action brought hereunder shall be in Fort Worth, Tarrant County, Texas.

4.70 Release of Building Permits

The Developer may request the Director of Community Development to release ten percent (10%) of the total building permits for the subdivision upon completion of the public streets and final acceptance of the water, sanitary sewer, and underground stormwater drainage facilities that are not deemed private. Building permits for all lots will be released upon Final Acceptance of all public and private infrastructure improvements including park and trail construction, screening wall, landscaping and irrigation. When a fire apparatus access road for fire protection is required for any structure or development, it shall be installed, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure and before vertical construction with combustible materials has begun.

4.80 Dedication of Infrastructure Improvements

Upon final acceptance of Walker Addition, the streets, streetlights, sanitary sewer and water improvements within the public rights of way/public easements shall become the property of the City.

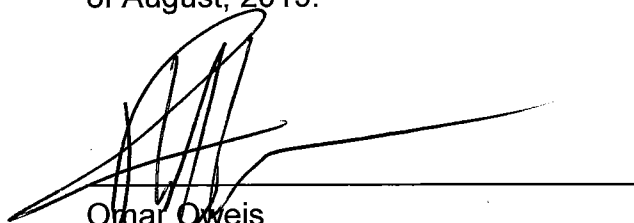
4.90 Assignment

This contract, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not

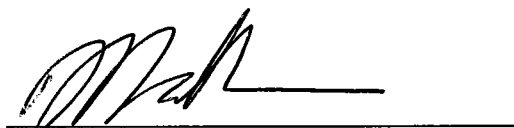
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be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

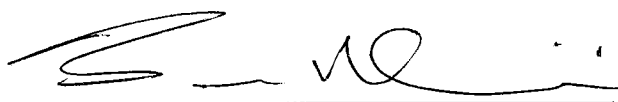
IN TESTIMONY WHEREOF, the City of Keller has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at Keller, Texas this the _____ day of August, 2019.



Omar Oweis
Development Representative
2230 Union Church Rd.
Keller, TX 76248



Mark Hafner
City Manager
City of Keller, Texas



Basem Nimri
Development Representative
737 Evergreen Drive
Hurst, Texas 76054



Samuel Iweis
Development Representative
1145 Bancroft Rd
Keller, Texas 76248



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ATTEST:

Kelly Ballard
Kelly Ballard
City Secretary

8/14/2019
Date

APPROVED AS TO FORM AND LEGALITY:

L. Stanton Lowry
City Attorney

Date

Distribution of Originals: Developer
 City Secretary

Distribution of Copies: Finance Department
 Public Works Department
 Community Development
 Department Parks and Recreation
 Department Development Services Division