



# COMMUNITY FACILITIES

City of Glen Rose \* Planning and Development

201 Vernon Street Glen Rose, Texas 76043

254-897-2272 ext. 104 \* [buildingofficial@glenrosetexas.org](mailto:buildingofficial@glenrosetexas.org)

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## PLANNING AND DEVELOPMENT - COMMUNITY FACILITIES

### A. Application

The completed application and required supporting documents will be reviewed by staff (application packet).

1. Provided by Building Official to developers of private or public improvements in a subdivision prior to beginning any construction.
2. Applicant returns completed form with required supporting documents.
  - Three (3) sets of plans for all utilities and other improvements prepared by registered and licensed civil engineer.
  - Three (3) copies of each contract entered into by developer for the installation of facilities.
  - Performance and payment bonds in the name of the developer from the contractor for 100% of contract price of the facilities
  - Maintenance bond not less than 100% of final contract price for a period of two (2) years from date of final acceptance of project.
3. Building Official and Public Works Director have a CFA meeting to review the application and supporting documents.
  - Building Official notifies City Manager of application & noted concerns
  - Building Official submits CFA to City Engineer for review and approval
4. City Engineer reviews the application and supporting documents
  - Submits letter to Building Official approving application.
5. Building Official notifies developer of application status and next steps

### B. Agreement

1. Prepared by Building Official to be presented to City Council for approval.
  - Includes application packet
  - Agreement No. = year & month & number sequence
2. Reviewed by City Engineer and City Attorney
3. Upon preparation and review, CFA is presented to City Council for approval.
4. After City Council Approval
  - City Engineer instructs applicant (developer), in writing, to begin the project with facilities to be completed within ninety (90) calendar **days**



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## **C. Amendments to CFA**

1. Any amendments must be
  - Recommended by City Engineer
  - Approved by City Attorney
  - Approved by City Council

## **D. Final Acceptance of CFA**

1. Applicant (developer) notifies the Building Official of completed facilities.
2. Building Official, Public Works Director and City Engineer inspect facilities for proper installation, connection, and function.
3. Certificate of Acceptance of CFA is executed between the City and applicant (developer)



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### ***City Code Reference: This part to be added to Ordinances***

a) Before construction starts on any private or public improvements in a subdivision, the subdivider shall execute a contract with the city providing for the installation of public improvements required by the development regulations of the city. This agreement, entitled "Community Facilities Agreement" (CFA), shall constitute a covenant which will run with the land and will be binding upon any assignee or owner in the chain of title. The community facilities agreement shall be in the form on file with the city secretary. This community facilities agreement must be approved by the city council.

b) After execution of the community facilities agreement by the sub-divider and the city, any changes in the contract or the plans or specifications that alter the scope of the project must be recommended by the city engineer and approved by the city attorney and the city council. Upon approval, an addendum to the community facilities agreement shall be executed by the sub-divider and the city.

### **Sec. 109-148. - Building permits.**

a) The city shall withhold all city improvements and services, including the furnishing of sewerage facilities and water service, and all franchise service under control of the city, from subdivisions which have not been approved in accordance with these regulations and article IV of this chapter.

b) Up to three building permits may be issued after completion of water and sewer improvements, and installation of curb and gutter, when the developer elects to provide cash or an irrevocable letter of credit to cover the remaining cost of the community facilities not completed at the time building permits are issued. Should a developer not provide this security, he will be issued building permits only upon final completion and acceptance of all community facilities by the city.

c) A building permit may be issued after the engineering plans have been approved by the city engineer, and the community facilities agreement has been executed and upon the posting of security, as specified in the documents on file in the office of the city secretary. This provision applies only when there is to be no street construction or street improvements. (Street construction or street improvements fall under the provisions of subsection (b) of this section.)



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d) No occupancy permits shall be issued for any structure or building on any lot, tract or parcel, and no structure or building shall be occupied, unless and until the required public improvements are installed, connected (including connection to the city sanitary sewer system), and are functioning properly and have been accepted by the city.



# COMMUNITY FACILITIES APPLICATION

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## **DEVELOPER INFORMATION:**

Developer: \_\_\_\_\_

Developer's Officer / agent: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **PROJECT INFORMATION:**

Developer: \_\_\_\_\_ Project Name: \_\_\_\_\_

Project Manager (If different from Developer): \_\_\_\_\_

Project address or Location: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Description of improvements to be made: \_\_\_\_\_

\_\_\_\_\_

## **PROJECT EXHIBITS:**

Include the following exhibits with application. Application, exhibits and any other supporting documents may be submitted electronically via email to [jodi.holthe@glenrosetexas.org](mailto:jodi.holthe@glenrosetexas.org)

\_\_\_\_\_ Three (3) sets of plans and specifications prepared by registered and licensed civil engineer

\_\_\_\_\_ Three (3) copies of each contract entered into by developer for installation of facilities

\_\_\_\_\_ Vicinity Map

The following plans have been reviewed by a registered and licensed engineer employed by applicant:

Utilities:  yes  no If no, explain \_\_\_\_\_

Storm drainage  yes  no If no, explain \_\_\_\_\_



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Street Improvement  yes  no If no, explain \_\_\_\_\_

## COST ESTIMATES:

Water facilities \$ \_\_\_\_\_

Sanitary sewage \$ \_\_\_\_\_

Storm drainage \$ \_\_\_\_\_

Street Improvement \$ \_\_\_\_\_

## Summary of applicable fees:

<u>Type</u>	<u>Estimated Construction Cost</u>	<u>Inspection Fee %</u>
1. Water	\$ _____	\$ _____
2. Sewer	\$ _____	\$ _____
3. Storm Drain	\$ _____	\$ _____
4. Streets	\$ _____	\$ _____

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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## City Use Only:

Received on: \_\_\_\_\_ Reviewed & Filed by: \_\_\_\_\_

COMMUNITY FACILITIES AGREEMENT

Agreement No. \_\_\_\_\_

STATE OF TEXAS

COUNTY OF SOMERVELL

WHEREAS, \_\_\_\_\_ of Somervell County Texas, hereinafter called "Developer", desires to make certain of Somervell County, Texas, hereinafter called improvements to property legally described as City of Glen Rose, Somervell, Texas, for \_\_\_\_\_; and

WHEREAS, the said "Developer" has requested the City of Glen Rose, a Municipal Corporation of Somervell, Texas, hereinafter called "City", to do certain work in connection with said improvements;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, \_\_\_\_\_, and the City of Glen Rose, 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:

General Requirements of the Developer:

- a. 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 Glen Rose and/or as prescribed by the City's Engineer.
- b. 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.
- c. To employ a construction contractor who is licensed and bonded to do work in public streets and is approved by the City Engineer.
- d. 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.
- e. 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.
- f. 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.
- g. To maintain the original facilities installed by the developer for a period of two (2) years from the date of final acceptance of the CFA by the City Council.
- h. 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, for a period of two (2) years from the date of final acceptance of the project by the City Council.
- i. To delay construction of any building until water, sewer, storm drainage, and street construction have been completed and accepted by the City Council.
- j. To give twenty-four (24) hour notice to the City Engineer and Building Official 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 personnel, and not to install any facility unless an authorized City Inspector is present and gives consent to proceed; and to make such laboratory tests of

materials being used as may be required by the City by an approved laboratory at the developer's expense.

- k. 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 with his own schedule, except, for those improvements which the City Engineer deems necessary for the proper and orderly development 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.
- l. The Developer agrees that the life of this contract shall be six months (6) 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.
- m. The Developer agrees that this contract, any part hereof, or any interest herein shall not be assigned by developer without written consent of the City Manager.
- n. The Developer agrees to relinquish all title and ownership of the facilities covered in this agreement once those improvements are accepted by the City Council.
- o. The Developer 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 property safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of said developer, its contractors, subcontractors, agents, or employees.

**Water and/or Sanitary Sewage Facilities:**

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

**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 Developer agrees that the cost of storm drainage facilities to serve the development herein concerned is estimated to be \$ \_\_\_\_\_

**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 Developer agrees that the cost of the streets to serve the development herein concerned is estimated to be \$ \_\_\_\_\_

**Fees:**

a. The Developer agrees to the following fees:

Type:	Estimated Construction Cost:	Inspection Fee:
Water	\$ _____	\$ _____
Sewer	\$ _____	\$ _____
Storm Drain	\$ _____	\$ _____
Streets	\$ _____	\$ _____
Total Fees due:		\$ _____

This instrument was presented to and approved by the City Council of the City of Glen Rose, day of \_\_\_\_\_ Texas, at an open meeting held in accordance with the Open Meetings Act on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN TESTIMONY WHEREOF the City of Glen Rose 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 triplicate, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For the Developer:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For the City:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



COMMUNITY FACILITIES FINAL ACCEPTANCE CERTIFICATE

City of Glen Rose \* Planning and Development

201 Vernon Street Glen Rose, Texas 76043

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File No. \_\_\_\_\_ Agreement No. \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_ Phase: \_\_\_\_\_

Project address or location: \_\_\_\_\_

Developer: \_\_\_\_\_

Works: \_\_\_\_\_

Contractor: \_\_\_\_\_

**\*ATTACH MAP INDICATING BOUNDARY OF WORKS**

**Maintenance Expiration Date:** \_\_\_\_\_

I, \_\_\_\_\_ P.E. of the firm of \_\_\_\_\_, hereby certify that as of the above date the said works meet all the requirements for acceptance as specified by the Community Facilities Agreement including any and all amendments, and I hereby recommend these works for Final Acceptance by the City of Glen Rose.

Approved on \_\_\_\_\_, 20\_\_\_\_  
Municipal Engineer

(SEAL) Engineer  
Building Official

Approved and Accepted by City on \_\_\_\_\_, 20\_\_\_\_

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

ATTEST:

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



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Rejected on \_\_\_\_\_, 20\_\_\_\_ Municipal Engineer

Cause for rejection: \_\_\_\_\_

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**I hereby certify that the terms listed as reasons for rejection have now been corrected.**

\_\_\_\_\_  
Municipal Engineer

Date: \_\_\_\_\_

\_\_\_\_\_  
Building Official

Date: \_\_\_\_\_