

**ORDINANCE NO. 224**

**AN ORDINANCE OF THE TOWN OF ANNETTA, TEXAS, AMENDING THE FEE SCHEDULE BY ADDING FEES FOR MINOR PLATS, AMENDING VARIANCE AND SPECIAL EXCEPTION FEES, AMENDING PERMIT FEES, AMENDING RESIDENTIAL METER FEES, AND ADDING A SINGLE-USER WATER FACILITY FEE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Annetta, Texas (“Town”), is a Type A general law municipality located in Parker County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town has previously adopted a schedule of fees for the services provided to the citizens of the Town; and

**WHEREAS**, the Town previously entered into a Development Agreement with the Aledo Independent School District (“AISD”) for the construction of water infrastructure to serve the Annetta Elementary School (“Water Facilities”) and upon construction, the Town would accept the Water Facilities provided AISD pay a retail water service rate sufficient to compensate the Town for the ownership, operation, maintenance, and repair of the Water Facilities. Said agreement is attached hereto as Exhibit B;

**WHEREAS**, the Town has calculated the estimated operational costs to service a single-user water facility such as the Water Facilities, attached hereto as Exhibit C;

**WHEREAS**, the Town Council has determined that it is necessary to amend the fee schedule to add development fees to add fees for the single-user water facility, as well as amending fees for minor plats, variances and special exception application fees, various permit fees, and residential water meter fees.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ANNETTA, TEXAS, THAT:**

**SECTION 1.**

The Fee Schedule of the Town of Annetta is amended to read as reflected in the attached Exhibit “A,” which is incorporated herein by reference.

**SECTION 2.**

The fees for single-user water facilities are based upon the operation cost estimate for one customer water plants, attached as Exhibit C. The estimate is subject to revision as needed, upon review of the estimated charges.

**SECTION 3.**

This Ordinance shall be cumulative of all provisions of the ordinances of the Town of Annetta, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such existing ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 4.**

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining, phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph, or section.


**SECTION 5.**

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**PASSED AND APPROVED** on this 16<sup>th</sup> day of February, 2023.

  
\_\_\_\_\_  
Sandy Roberts, Mayor

Attest:

  
\_\_\_\_\_  
Jamee Long, Town Secretary



**EXHIBIT "A"**  
Fee Schedule



450 Thunder Head Lane • P.O. Box 1150  
Annetta, TX 76008  
Phone (817) 441-5770 • Fax (817) 441-5666  
info@annettatx.gov • www.annettatx.org

## Town's Official Fee Schedule

### Office Fees

Facsimile:	\$1.00 per page.
Copies:	\$.10 black & white or \$.25 color per page.
Open Records Request:	In compliance with state law.
Returned Payment Fee:	\$35.00
Credit Card Processing Fee:	3% of total amount processed.
Solicitor Permit:	\$50.00 for the first permit, \$25.00 each additional, 30-day expiration.

### Development Fees

Preliminary Plat:	\$1,000.00 plus \$10.00 per acre over 50 acres.
Final Plat:	\$500.00 plus \$13.00 per lot over 3.
Administrative Processing Fee:	1% of actual construction costs (cost for water, sewer, paving and storm drains).
Non-Standard Water/Wastewater:	A \$2,500 deposit is required upon the plat application. The balance of actual expenses shall be refundable to the Developer and any additional expenses incurred as a result of efforts by the Town to study service requirements and plans shall be timely paid by the Developer before Town will provide water or wastewater service.
Engineering Plan Review:	\$500.00 plus one percent (1%) of estimated construction cost.
Engineering Cost of Construction:	Three percent (3%) of estimated total cost of construction. Observation and coordination required for all street, drainage, water and sewer improvements as approved by the City's Engineer.
Planning Consultant Review:	0 – 50 acres - \$577.50 50.01 – 75 acres - \$742.50 plus \$11.00 per acre 75.01 – 100 acres - \$1,017.50 plus \$5.50 per acre 100.01 plus acres - \$1,155.00 plus 3.30 per acre

Adopted: September 29, 2011  
Revised: December 15, 2016  
Revised: May 17, 2018  
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Development Plat:	(if not done as part of a final plat): \$300.00
Short Form Plat:	\$500.00
Vacation of Plat:	\$500.00
Re-plat:	\$500.00 plus \$10.00 per acre over one acre.
Minor Plat:	\$500.00 plus \$10.00 per acre over one acre.
Amendment of Plat:	\$500.00
Specific Use Permit:	\$400.00
Variance/Special exception Fee:	\$350.00 – residential (owner occupied) \$375.00 – non-residential Plus an additional \$50.00 for each additional variance or special exception requested in same application.

\*In addition to the foregoing fees, all Developers and applicants must pay additional fees in an amount equal to the actual cost incurred by the Town related to third-party engineering review and processing of the plat, plans, and applications. Fees will become due as the Town incurs them and must be paid to Town within 30 days of receipt of invoice. Full payment of such fees will be a condition to plat, plan, or application approval.

### Permit Fees

Building Permits: Single Family Dwelling, Accessory Buildings and Structures, Duplex, Townhouse (shall be calculated per unit), and Commercial Buildings –Fees to be determined based on the following:

<b>New Residential Construction</b>	
Square Footage (S.F.)	Fee
0 – 1,650 S.F.	\$1,350
1,651 – 10,000 S.F.	\$1,350 for the first 1,650 S.F. plus \$0.40 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$4,760 for the first 10,000 S.F. plus \$0.10 for each additional S.F. over 10,000 S.F.
<b>Alteration/Addition for Residential Construction</b>	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$200 per trade
Other project types not listed above	\$260 per trade
<b>New Commercial Construction/All Accessory Buildings and Garages (Including Residential)</b>	
Total Valuation	Fee
\$0.00 to \$499.99	\$110.00
\$500.00 to \$1,999.99	\$110.00 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$1,999.99

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\$2,000.00 to \$24,999.99	\$110.00 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$24,999.99
\$25,000.00 to \$49,999.99	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$49,999.99
\$50,000.00 to \$99,999.99	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$99,999.99
\$100,000.00 to \$499,999.99	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$499,999.99
\$500,000.00 and greater	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 and above

Swimming Pool Permit: \$600.00 (may include separate gas and/or spa fee)

Spa Permit: \$110.00

Plan Review Fee:

Non-residential Plan Review Fee 65% of building permit fee  
Review of application without a permit issued \$150.00  
Flood Plain Development Permit \$300.00

Alterations and Repairs requiring inspection: Garages and Accessory Buildings. Plan review is required.

Total Value of Project:  
\$0.00 to \$499.99 \$110.00  
\$500.00 to \$2,500.00 \$110.00  
\$2,501.00 to \$5,000.00 \$110.00  
\$5,001.00 to \$7,500.00 \$110.00  
\$7,501.00 to \$10,000.00 \$110.00  
\$10,000.00 and greater \$120.00 + \$30.00 per \$2,500.00 (over \$10,000.00)

Electrical Permits:

Commercial (new Construction) Permit Issuance \$110.00 for all projects up to 500 square feet, Plus: \$0.09 per sq. ft. over 500 square feet + permit issuance fee  
Hot Tubs and Pools \$110.00  
Temporary Pole \$110.00  
Sign Connection \$110.00  
Unlisted Permits (repairs, etc.) \$110.00  
Solar – Main Panel Upgrade \$110.00

Mechanical Permits:

Commercial (new Construction) Permit Issuance \$110.00 for all projects up to 500 square feet, Plus: \$0.07 per sq. ft. of AC area over 500 square feet + permit issuance fee

Change-Outs (all) \$150.00

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Plumbing Permit:

Commercial (new Construction) Permit Issuance	\$110.00 for all projects up to 500 square feet, Plus: \$0.09 per sq. ft. over 500 square feet + permit issuance fee
Lawn Sprinkler	\$110.00
Unlisted permits (repairs, etc.)	\$110.00
Water heaters; propane tank; gas connection	\$110.00
Water softeners	\$110.00

Miscellaneous Permits

Fence Permit	\$110.00
Certificate of Occupancy	\$150.00
Temporary CO Permit (6 mos. max)	\$110.00
Temporary Portable Storage Building Permit	\$110.00
Drive Approach Permit	\$110.00
Curb Cut Permit	\$110.00
Structure Moving Permit	\$300.00
Gas Well Permit Fee	\$5,000.00
Refracture permit	\$1,500.00
Farmer's Market Permit Fee	\$10.00 per week/\$35.00 per month
Heavy Vehicle Permit Fee	\$200.00

Demolition Permit

Residential Building	\$110.00
Residential accessory building	\$110.00
All other residential, business or commercial building	\$125.00
Historic Building (in DB – 50 years or older). Approval required.	\$500.00

Red Tag/Stop Work Fee: \$110.00

All Re-inspections: \$110.00

Contractor Registry Fee (one year): \$100.00

Contractor Registry Renewal Fee (one year): \$50.00

**\*\*Failure to obtain a permit will result in a doubling of the total Permit Fee plus any penalties permitted by law.\*\***

Signs (Must meet all other requirements)

Permanent Signs:

Monument Sign up to 12' tall	\$300.00
Monument Sign up to 10' tall	\$200.00
Monument Sign up to 6' tall	\$110.00
Monument Sign up to 4' tall	\$110.00
Projecting Sign	\$110.00
Shingle Sign	\$110.00
Wall Sign (per sign)	\$110.00 (if lighted, add electrical permit)
Canopy Sign	\$110.00
DB Pole Sign	\$110.00

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Private Traffic Control Sign (per sign)	\$110.00
Directional Monument Sign	\$110.00

\*\*If an applicant requests a refund on any pulled permit due to abandonment of project prior to commencement of project, the full amount of the permit fee will be refunded less (i) 10% of the permit fee representing administrative costs incurred by the Town; and (ii) all costs the Town has incurred as a result of third party administrative and review costs.\*\*

Temporary Signs:

Portable Sign (14 days)	\$35.00
Weekend Builders Advertising	\$50.00 annual fee
New Subdivision Development Sign up to 15' tall	\$150.00 annual fee
Trade Construction up to 4' tall	\$35.00 per location. 90 day limit
Vertical Banners (30 days each, 5 times a year)	\$35.00 per year
Horizontal Banner (30 days each, 3 times a year)	\$35.00 per year

Waste Water Rates

Commercial: \$120.00 per month, plus \$11.95 per 1000 gallons of water metered.

Residential: \$40.00 per month until three month winter average (December, January and February) is established, thereafter \$35.00 plus \$4.00 per 1000 gallons of water metered.

Water Rates

<u>Lakes of Aledo</u>		<u>Deer Creek, Panther Creek, and Aledo Heights Water</u>	
Meter Size (in)	Total Monthly Base Charge	Meter Size (in)	Total Monthly Base Charge
5/8" – 3/4"	\$34.00	5/8" – 3/4"	\$61.00
1"	\$50.00	1"	\$100.00
1 1/2"	\$110.00	1 1/2"	\$225.00
2"	\$200.00	2"	\$250.00
3" and 4"	\$450.00	3" and 4"	\$500.00
6"	\$650.00	6"	\$750.00
8"	\$900.00	8"	\$1,000.00

Annetta Elementary School

Total Monthly Base Charge

\$3,500.00

Volume Charges (\$1,000 gal) for All Water Systems

All Categories 0 – 9,999:	\$4.72
10,000 – 19,999:	\$5.54
20,000 – 29,999:	\$7.00
30,000 and up:	\$8.00

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**Miscellaneous Utility Fees**

Application Fee:	\$40.00
Transfer Account:	\$25.00
Reconnect Fee:	\$80.00 (after non-payment resulting in disconnect)
Late Fee:	Ten Percent (10%) of amount due at current billing cycle.
Tap Inspection Fee:	\$75.00
Water Tap Fee:	\$1,325.00
Sewer Tap Fee:	\$1,500.00
New Meter Fee:	(See below chart for water meter fees based on size.)
Meter testing charge:	\$35.00 (at customer's request, fee waived if equipment is defective)
Water Meter Tampering Fee:	\$340.00
Bulk Water Purchase:	\$35.00 for the first 1,000 gallons (minimum 1,000 gallons charged) and \$15.00 per 1,000 gallons thereafter (minimum of 1,000 gallons charged). The above charges are not cumulative, fees are charged on each occurrence.
Fire Hydrant Meter Fee:	\$500.00/month; \$1,000 security deposit

**Water Well**

New Water Well Inspection Fee:	\$195.00 plus lab fees
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**Residential Meter Fees**

Meters and Transmitters	
Meter Size	Price
5/8" x 3/4"	\$ 205.00
1"	\$ 295.00
1 1/2"	\$ 399.60
2"	\$ 512.00
3"	\$ 980.00
4"	Priced upon request
6"	Priced upon request
Re-installation of Transmitter Only	\$ 125.00

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Re-installation of Water Meter Only	\$	135.00
New Meter Lid and Re-install	\$	25.00
New Meter Vault/MIU Mount and Re-install	\$	35.00
New Vault and Meter Lid with installation	\$	60.00
Meter Service and Repair (no replacement)	\$	75.00
New Meter Stop and Install	\$	135.00
Stealth Valve Shutoff	\$	220.00

*This Fee Schedule was revised on the 16<sup>th</sup> of February, 2023*

Sandy Roberts  
Mayor  
Town of Annetta



Jamee Long  
City Secretary  
Town of Annetta

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**EXHIBIT "B"**  
Development Agreement

**DEVELOPERS AGREEMENT  
ALEDO INDEPENDENT SCHOOL DISTRICT**

This Developers Agreement ("**Agreement**") is made and entered into by and between the Town of Annetta, Texas ("**Town**"), and Aledo Independent School District ("**Developer**"), for the purposes and considerations stated below. Town and Developer may sometimes hereafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

**WHEREAS**, Developer owns approximately 20.891 acres of land located within the municipal boundaries of the Town and being more particularly described on the attached Exhibit A ("**Property**"); and

**WHEREAS**, Developer intends on developing the Property for the use of a school site ("**Development**"); and

**WHEREAS**, the purpose of this Agreement is to set forth obligations of the Parties to ensure that certain public utilities which are to be initially constructed by Developer are constructed in a manner compliant with all applicable governmental regulations and the terms for the Town to provide retail water and sewer service to customers on the Property.

**NOW THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
PUBLIC FACILITIES**

**1.01 Water Facilities.**

(a) Generally. Developer is responsible for constructing, or causing to be constructed, at its sole cost and expense, the water infrastructure to serve the Development including all internal and approach facilities ("**Water Facilities**") as described in plans and specifications meeting all Town requirements and to be approved in writing by the Town. Town's Engineer (as defined below) must review and approve all plans prior to submission to any regulatory agency on behalf of Town.

(b) Water Well. Developer will drill one water well to serve the Development (the "**Water Well**"). Developer agrees that the Town's Engineer will have reasonable access and communication with the Developer's Engineer and General Contractor (as such terms are defined below) during drilling, production, and completion of the Water Well and will be afforded the right to be present on the Property when the pumps for the Water Well are installed. The Parties acknowledge that (1) pump depth settings will define both the width and depth of the cone of depression, which is dependent on the thickness of the aquifer, aquifer characteristics such as aquifer permeability, transmissivity, and storativity, as well as rate of pumping and the duration of pumping; and (2) initially, water level drops very rapidly in the immediate vicinity of the wells (drawdown). Town's Engineer must agree to the depth of the pumps for the Water Well to ensure that the depth of the pumps and pumping rates are set to maximize production based on the aforementioned cone of depression to set the pumps in order for the pumps to remain completely submerged at maximum drawdown and set for acceptable recharge for long term deployment and use. The Town will not unreasonably withhold or delay its approval of the pump depths, and all such decisions on pump depth will be made solely upon accepted engineering

practices. Developer will submit to the Town Engineer written verification of testing of the Water Well (production and development results). Developer will also dedicate and provide the appropriate sanitary control easements for the Water Well.

(c) Water Treatment Plant. Developer agrees that Town's Engineer will have reasonable access and communication with the contractor(s) installing the ground storage tanks, pressure tanks, service pumps and housing. Developer will submit to Town's Engineer written verification of testing of all water plant facilities and hydrostatic testing of pressure tank, ground storage tank(s), and water transmission and distribution lines. Town's Engineer will require written verification of appropriate installation and chlorination/dechlorination. A complete copy of all completion data and forms provided to the TCEQ will be provided to the Town.

(d) Water During Construction. Provided Developer is in compliance with this Agreement, the Town agrees to provide temporary construction water, upon application to the Town by Developer, at Developer's request and expense, for construction and testing purposes.

(e) Retail Water Service. Upon acceptance of the Water Facilities by the Town and payment of the fees described in Section 3.02, the Town will provide retail water service to the Development, at a rate established by Town ordinance in an amount sufficient to compensate the Town for the future ownership, operation (including, but not limited to, fees associated with operating a public water well consistent with fees charged by other local or state entities or groundwater conservation districts), maintenance, and repair of the Water Facilities (expressly excluding the value for the raw water). The Town hereby agrees and acknowledges that Developer shall not be required to pay any capital recovery fees in connection with the Water Facilities and/or any future expansion of such facilities. This provision will survive the termination of this Agreement

**1.02 Sewer Facilities.** The Development will be served by an onsite wastewater treatment plant and related appurtenances ("Sewer Facilities"). Developer is responsible for constructing, or causing to be constructed, at its sole cost and expense, the Sewer Facilities as described in plans and specifications meeting all Town requirements and to be approved in writing by the Town Engineer. The Parties agree to work together in good faith to determine whether the Sewer Facilities will be publicly or privately owned and operated. In the event the Sewer Facilities are determined to be publicly owned and operated, (a) Developer will dedicate the Sewer Facilities and all necessary easements to the Town by separate instrument in accordance with the provisions of Section 1.07 of this Agreement; and (b) the Town will provide waste water service to the Development, at a rate established by Town ordinance in an amount sufficient to compensate the Town for the future ownership, operation, maintenance, and repair of the Sewer Facilities. The Town hereby agrees and acknowledges that Developer shall not be required to pay any capital recovery fees in connection with the Sewer Facilities and/or any future expansion of such facilities. This provision will survive the termination of this Agreement

**1.03 Drainage Facilities.** Developer will construct, or cause to be constructed, at its sole cost, drainage facilities necessary for the Property ("Drainage Facilities"), as described in plans and specifications meeting all Town requirements and to be approved in writing by the Town. Developer hereby agrees to fully comply with all federal, state, and local requirements relating to the planning, permitting, and management of storm water, including the drainage regulations of the Town in the Town's Subdivision Ordinance and Engineering Design Manual in effect on the Effective Date. As a condition to receiving a certificate of occupancy for the Development, Developer must execute a

stormwater facility maintenance agreement, on a form acceptable to Town, for detention and drainage facilities located on the Property.

**1.04 Streets.** Developer is responsible for constructing, or causing to be constructed, at its sole cost and expense, the streets within the Development, which must be installed in accordance with plans and specifications to be prepared by the Developer's engineer and approved by the Town Engineer (the "Streets").

**1.05 Public Facilities.** The Water Facilities, Drainage Facilities, and Streets may sometimes be referred to collectively in this Agreement as the "Public Facilities." In the event the Parties determine that the Sewer Facilities will be publicly owned and operated in accordance with Section 1.02, the Sewer Facilities will be considered a component of the Public Facilities.

**1.06 Changes to Plans.** It is understood that in every construction project a decision may be made later to realign a line or service which may occur after construction has commenced. Developer hereby agrees to advise the Town Engineer as soon as possible when such a need has been identified and to work cooperatively with the Town to make such utility change in a manner that will be least disruptive to the stability of the Public Facilities as a whole. Any change to the plans will need to be approved by the Town Engineer, which approval shall not be unreasonably withheld or delayed, provided the Town Engineer determines that the change will not negatively impact the Public Facilities or the Town's operation thereof.

**1.07 Easements.** Developer will dedicate to the Town, either by plat or separate instrument, all easements within the Property necessary, as determined by the Town Engineer and Developer, to allow the Town to access, operate, maintain, replace, repair, inspect, and reconstruct the Public Facilities (such easement areas referred to as the "Easement Properties" and the foregoing activities the "Easement Purposes"). The dedication instrument will provide the Town, its officers, officials, employees, agents, representatives, contractors, subcontractors, successors, and assigns the right and privilege, at all times, to access the Easement Properties for the Easement Purposes. Any lienholder will be required to subordinate their interest in the Property to the purposes and effects of a plat or separate dedication instrument, and such subordination or written representation from Developer that there are no liens encumbering the Property will be a condition precedent to the Town's acceptance of the Public Facilities. Notwithstanding any other term in this Agreement to the contrary, the Town will not accept the Public Facilities without the Easement Properties first being dedicated to the Town on a form approved by the Town attorney and District attorney.

**1.08 Consultants.** In connection with the construction of the Development, including the construction of the Public Facilities, Developer (a) has engaged TNP (Tom Rutledge) as its engineer for the Development ("Developer's Engineer") and (b) will engage, at its sole cost and expense, a general contractor ("General Contractor"), who will be primarily responsible providing all of the material, labor, equipment (such as engineering vehicles and tools) and services necessary for the construction of the Development. Town has engaged Half Associates, Inc. and Harkins Engineering, Inc. (collectively, "Town's Engineer") in connection with the Development.

## ARTICLE 2 SECURITY

**2.01 Bonds.** Prior to initiating any construction of the Public Facilities, Developer will cause General Contractor to provide to the Town the following bonds, on a form acceptable to the Town:

(a) A Performance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Facilities, guaranteeing the full and faithful execution of the work and performance of this Agreement. The Performance Bond shall guarantee completion of the Public Facilities within two (2) years of execution of the commencement of the construction of the Development.

(b) A Payment Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Facilities, guaranteeing payment for all labor, materials and equipment used in the construction of the Public Facilities.

(c) A Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Facilities, guaranteeing the maintenance in good condition or repair of the Public Facilities for a period of two (2) years from and after the date that a letter of acceptance is issued by the Town indicating that the Public Facilities have been completed and accepted by the Town.

**2.02 Qualified Surety.** The bonds must be issued by a Best-rated surety company that is duly authorized to transact business in the State of Texas; however, the Town retains the right to reject any surety company regardless of such company's qualifications or authorization to do business in Texas if the company does not have a resident agent and/or the surety does not meet the requirements of the Texas Insurance Code.

### **ARTICLE 3** **INSPECTION, FEES, RECORD DRAWINGS**

**3.01 Inspection.**

(a) **Generally.** The Town shall inspect the Public Facilities as they are being installed and constructed. The Town will not issue a letter of acceptance for the Public Facilities until they are completely constructed (final completion) in accordance with all submitted plans and specifications, which have been previously approved by the Town Engineer. Developer must deliver to the Town clear and unencumbered title (with documentation sufficient to the Town evidencing clear title) to the Public Facilities upon their completion. Upon issuance of the Town's letter of acceptance, title to the Public Facilities shall be vested in the Town, and Developer shall relinquish any right, title or interest in and to the Public Facilities or any part thereof. The Town shall have no responsibility in connection with the Public Facilities until the letter of acceptance is issued. Upon acceptance of the Public Facilities, the Developer shall have no responsibility in connection with the maintenance, repair or operation of the Public Facilities and the Town shall maintain such facilities at the Town's cost, subject to the Maintenance Bond described in Section 2.01(c).

(b) **Fees.** The Parties agree that the Town will not inspect any of the Public Facilities until all inspection fees and outstanding engineering review fees are paid to the Town.

(c) **Reasonable Access.** Developer will provide the Town and its representatives all reasonable access to the Property necessary to allow for inspections.

**3.02 Fees.** Developer agrees to reimburse the Town the actual costs billed to the Town by Town's Engineer for inspection and engineering review related to the Public Facilities and the

Development within thirty (30) days of receipt of invoice. The Parties acknowledge that typical engineering review fees attributable to services performed by senior associates do not exceed \$150.00 per hour. The Town may collect meter fees and meter testing fees in accordance with the Town's fee schedule for customers within Town's corporate limits, with such fees being representative of the cost of the meter(s) installed by Town, and the installation and testing costs incurred by the Town.

**3.03 Record Drawings.** Prior to final acceptance of the Public Facilities, the Developer shall provide to the Town four (4) copies of record as-built drawings of the Public Facilities, showing the Public Facilities as actually constructed, and one (1) electronic version of said record drawings in a format acceptable to the Town Engineer. Such drawings will be stamped and signed by a registered professional civil engineer.

#### **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

**4.01 Design Review.** Town Engineer and Town will review, provide comments, and will ultimately approve all plans, designs or specifications submitted by Developer pursuant to this Agreement, which are in compliance with Town ordinances and regulations.

**4.02 Design Liability.**

(a) Notwithstanding any provision of this Agreement to the contrary, approval by the Town Engineer or other Town employee of any plans, designs or specifications submitted by Developer pursuant to this Agreement shall not constitute or be deemed to be an assumption of such responsibility and liability by the Town for any defect in the design and specifications prepared by Developer's engineer, his officers, agents, servants or employees, it being the intent of the Parties that approval by the Town Engineer signifies the Town's approval on only the general design concept of the facilities and improvements to be constructed.

(b) Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute or be deemed to be an assumption of such responsibility or liability by the Developer for any defect in the design and specifications prepared by Developer's engineer, his officers, agents, servants or employees, related to the expansion or utilization of the Public Facilities and Sewer Facilities by any other party offsite of the Property, it being understood that the design and specifications prepared by Developer's engineer for facilities and improvements to be constructed are to accommodate the use of the same solely by Developer for the Development.

(c) Upon acceptance of any Public Facilities by the Town, Developer will assign all right, title and interest in and to all warranties and guaranties related to the Public Facilities delivered to Developer from the General Contractor and any subcontractors.

**4.03 Amendments.** This Agreement may be amended or modified only with the written consent of Developer and the Town.

**4.04 Covenant.** This Agreement shall be a covenant running with the land and shall be binding upon Developer, its successors, heirs, assigns, grantees, trustees and/or representatives. Upon the





Property. Developer waives and releases all claims against the Town related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions required pursuant to this Agreement with respect to the Public Facilities and the projected impact of Developer's development of the Property.

4.09 Entire Agreement; Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

4.10 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Parker County, Texas. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be in Parker County, Texas.

4.11 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

4.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.13 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

4.14 Compliance with Laws. Developer hereby agrees to comply with all federal, state, and local laws in constructing the Public Facilities and the Development.

4.15 Effective Date. The "Effective Date" of this Agreement is the date this Agreement is fully executed by both Parties.

4.16 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A      Property Description

**SIGNATURES APPEAR ON NEXT PAGES**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date set forth below.

TOWN OF ANNETTA, TEXAS

By: *Bruce Pinckard*  
Bruce Pinckard, Mayor

Date: 10/5/20

ATTEST:

By: *Jamee Long*  
Jamee Long, Town Secretary



THE STATE OF TEXAS §  
§  
COUNTY OF PARKER §

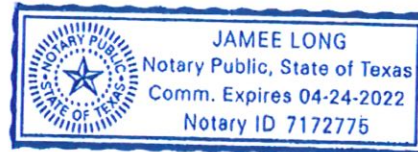
BEFORE ME, the undersigned authority, personally appeared Bruce Pinckard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 5th day of October, 2020.

*Jamee Long*  
Notary Public, State of Texas

Print: Jamee Long

My commission expires: 4/24/22



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date set forth below.

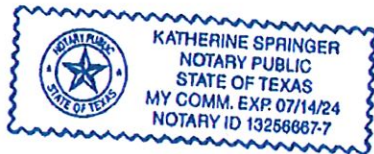
**ALEDO INDEPENDENT SCHOOL DISTRICT**

By: Hoyt Harris  
Name: Hoyt Harris  
Title: PRESIDENT  
Date: 10.2.20

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF PARKER   §

BEFORE ME, the undersigned authority, personally appeared October 2, 2020, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 2 day of October, 2020.



Katherine Springer  
Notary Public, State of Texas  
Print: Katherine Springer  
My commission expires: 7/14/24

**Exhibit A**  
**Property Description**

**BEING** 20.891 acres of land situated in the B. Stephenson Survey, Abstract No. 1219, Town of Annetta and Town of Annetta ETJ, Parker County, Texas, and being all of those certain tracts of land as conveyed to Aledo Independent School District (Aledo I.S.D.), according to the deed filed in County Clerk's (C.C.) #201817304 and #201817306, Deed Records of Parker County, Texas (D.R.P.C.T.); and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod with cap stamped "TNP", set in the east Right-of-Way (R-O-W) line of W. F.M. 5 (variable width), at the most westerly northwest corner of said Aledo I.S.D. tract (#201817304), also being in the south line of a tract of land described in deed to Charles P. Carter, according to the deed recorded in C.C. #201505308, D.R.P.C.T., from which a 1/2 inch iron rod with cap stamped "Harlan Tx2074", found at the southwest corner of said Carter tract, bears N 89°38'21" W, a distance of 10.00 feet;

**THENCE** along the most westerly north line of said Aledo I.S.D. tract (#201817304), and along the south line of said Carter tract generally along and near a wire fence, the following courses and distance;

S 89°38'21" E, a distance of 85.67 feet to a 1/2 inch iron rod found with cap stamped "Harlan Tx2074";

S 84°07'17" E, a distance of 51.41 feet to a 5/8 inch iron rod found at a reentrant corner of said Aledo I.S.D. tract (#201817304), also being the southeast corner of said Carter tract;

**THENCE** N 03°32'03" W, continuing along the most westerly north line of said Aledo I.S.D. tract (#201817304), along the east line of said Carter tract, a distance of 13.22 feet to a 1/2 inch iron rod found at the southwest corner of a tract of land described in deed to Annetta Community Storage, LLC, according to the deed recorded in C.C. #201605351, D.R.P.C.T., also being a reentrant corner of said Aledo I.S.D. tract (#201817304);

**THENCE** S 77°00'22" E, continuing along the most westerly north line of said Aledo I.S.D. tract (#201817304), along the south line of said Annetta Community Storage tract, a distance of 556.22 feet to a 1 inch iron rod found near a fence line at the southeast corner of said Annetta Community Storage tract, also being a reentrant corner of said Aledo I.S.D. tract (#201817304);

**THENCE** N 16°27'39" E, along the most northerly west line of said Aledo I.S.D. tract (#201817304), along the east line of said Annetta Community Storage tract, and generally along and near a partially downed wire fence, a distance of 524.87 feet to a railroad X-tie found at the northeast corner of said Annetta Community Storage tract, also being the most northerly south corner of a tract of land described in deed to Hendrix Annetto, L.L.C., according to the deed recorded in C.C. #201708597, D.R.P.C.T., from which a 1/2 inch iron rod found in the north line of said Annetta Community Storage tract, also being in the most northerly south line of said Hendrix Annetto tract, bears N 79°35'37" W, a distance of 202.27 feet;

**THENCE** N 37°08'39" E, along a southeasterly line of said Hendrix Annetto tract, and continuing along the most northerly west line of said Aledo I.S.D. tract (#201817304), a distance of 79.18 feet to a 5/8 inch iron rod set with cap stamped "TNP";

**THENCE** N 26°59'07" E, continuing along a southeasterly line of said Hendrix Annetto tract, and continuing along the most northerly west line of said Aledo I.S.D. tract (#201817304), a distance of 24.20 feet to a 1/2 inch iron rod with cap stamped "Corlett", found near an 8" fence post at the most north corner of said Aledo I.S.D. tract (#201817304), also being a reentrant corner of said Hendrix Annetto tract;

**THENCE** S 45°10'36" E, generally along and near a wire fence, along the northeasterly line of said Aledo I.S.D. tract (#201817304), and along a southwesterly line of said Hendrix Annetto tract, a distance of 976.66 feet to a 5/8 inch iron rod with cap stamped "TNP", set at the southeast corner of said Aledo I.S.D. tract (#201817304), also being the northeast corner of the remainder of a tract of land described in deed to Barbara Moore Family Partnership, LTD, according to the deed recorded in Volume 1849, Page 106, P.R.P.C.T.

**THENCE** S 64°10'57" W, generally along and near a wire fence, along the south line of said Aledo I.S.D. tract (#201817304), and along the north line of the remainder of said Barbara Moore Family Partnership, LTD tract, a distance of 904.68 feet to a 5/8 inch iron rod set with cap stamped "TNP";

**THENCE** S 89°08'42" W, continuing along said line, passing over and across the southwest corner of said Aledo I.S.D. tract (#201817304), also being the southeast corner of said Aledo I.S.D. tract (#201817306), also passing along the north line of the remainder of said Barbara Moore Family Partnership, LTD tract, also passing along the north line of the remainder of tracts of land described in deed to Barbara Lynne Carpenter, according to the deeds recorded in Volume 1677, Page 1418 and Volume 1743, Page 655, P.R.P.C.T., and continuing along the south line of said Aledo I.S.D. tract (#201817306), in all, a distance of 757.19 feet to a 5/8 inch iron rod with cap stamped "TNP", set near a wire fence line at the southwest corner of said Aledo I.S.D. tract (#201817306), also being the northwest corner of the remainder of said Barbara Lynne Carpenter tract (Vol. 1677, Pg. 1418, D.R.P.C.T.), also being in the east R-O-W line of said W. F.M. 5;

**THENCE** N 00°13'45" W, along and near a wire fence line in the west line of said Aledo I.S.D. tract (#201817306), and along the east R-O-W line of said W. F.M. 5, a distance of 31.45 feet to a 1/2 inch iron rod found;

**THENCE** N 00°38'21" W, continuing along and near a wire fence line, passing along the west line of said Aledo I.S.D. tract (#201817306), also passing along the west line of said Aledo I.S.D. tract (#201817304), and along the east R-O-W line of said W. F.M. 5, in all, a distance of 591.98 feet to the **POINT OF BEGINNING** and containing 910,003 square feet or 20.891 acres of land.

**EXHIBIT "C"**  
Operation Cost Estimate – One Customer Water Plant

<b>OPERATION COSTS ESTIMATE - ONE CUSTOMER WATER PLANT</b>	
	<b>Annual Cost</b>
Capital Recovery	4,000.00
Ground Storage Tank Repairs and Maintenance	7,821.38
Operator Personnel	12,442.42
Property Insurance	1,200.00
Utilities	5,963.10
Water Plant Repairs and Maintenance	7,966.65
Water Plant Supplies and Chemicals	2,606.45
<b>ANNUAL OPERATION COST ESTIMATE:</b>	<b>42,000.00</b>
<b>MONTHLY OPERATION COST ESTIMATE:</b>	<b>3,500.00</b>