

Date Received: _____

City Secretary

Time Received: _____

Contract No.: _____

**FUTURE IMPROVEMENTS AGREEMENT
FOR
INFRASTRUCTURE IMPROVEMENTS
FOR W RISINGER ROAD BETWEEN CROWLEY RD AND HEMPHILL STREET**

This **FUTURE IMPROVEMENTS AGREEMENT** (“Agreement”), is made and entered into by and between the **City of Fort Worth** (“City”), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized Assistant City Manager, and **Crowley Independent School District** (“Developer”), acting by and through its duly authorized representative. City and Developer are referred to herein individually as a “party” and collectively as the “parties.”

WHEREAS, Developer is the owner of a tract of land within the City of Fort Worth located at 9900 Hemphill Street, Fort Worth, TX 76134 (“Property”); and

WHEREAS, Developer is developing the Property by constructing an indoor/outdoor track (“Project”); and

WHEREAS, in connection with the Project, the City approved a preliminary plat for the Project, PP-20-052; and

WHEREAS, the City desires to ensure that all developments are adequately served by public infrastructure that is constructed according to City standards; and

WHEREAS, in review of PP-20-052, the City determined that, based upon the increased traffic demands created by the Project, Developer is responsible for constructing paving, storm drainage and street light improvements on W Risinger Road beginning at its intersection with Crowley Road and extending east approximately 3,900 feet as more specifically described in Exhibit “A” attached hereto and incorporated herein by reference (“Improvements”); and

WHEREAS, in lieu of the Developer constructing the Improvements pursuant to a community facilities agreement, the City has agreed to construct the Improvement(s) with Developer contributing the funds necessary to construct the Improvements and the City constructing the Improvements at a later time; and

WHEREAS, the determination of the amount Developer pays to the City pursuant to this Agreement for construction of the Improvements is not an assessment pursuant to Chapter 313 of the Texas Transportation Code;

NOW THEREFORE, in consideration of the above recitals, City and Developer, acting by and through their duly authorized representatives, do hereby agree as follows:

1.

Incorporation of Recitals

The City and Developer agree that the foregoing recitals are true and correct, form the basis upon which the City and Developer have entered into this Agreement and are incorporated into this Agreement by reference.

2.

Improvements

The Improvements shall consist of the paving, storm drainage and street light improvements as more specifically described in Exhibit “B” which is attached hereto and incorporated herein by reference.

3.

Future Improvement Funds

Concurrently with the execution of this Agreement, Developer has paid to the City **\$1,356,127.50**, which amount represents one hundred twenty-five percent of the estimated cost of designing and constructing the Improvements (“Future Improvement Funds”). The Future Improvement Funds shall serve as the entire amount of Developer’s contribution for the cost to design and construct the Improvements. The calculation of the Future Improvement Funds was made as indicated in the following table:

Roadway Segment	Amount
W Risinger Road - 3,900 Linear Feet (one lane) (Z-5)	\$1,356,127.50
Total	\$1,356,127.50

4.

Construction of Improvements

The City may construct, or cause to be constructed, the Improvements at a time convenient to the City provided that adequate public funds, including the Future Improvement Funds, for construction of the Improvement are secured.

5.

Use of Future Improvement Funds

By accepting the Future Improvement Funds and by execution of this Agreement, City agrees that Developer will not have any further obligation to pay any amounts in addition to the Future Improvement Funds or take any further action with regard to the construction of the Improvements, even if: (a) the actual costs to construct the Improvements exceeds the costs expected by the City as of the date of this Agreement; (b) the specifications, composition, or other characteristics of the Improvements hereafter change for any reason; (c) a mistake has been made (mutual or unilateral) in computing the costs of the Improvements; or (d) the costs or scope of the Improvements change for any reason. No refund of any balance of the Future Improvement Funds shall be made by City to Developer.

Notwithstanding anything to the contrary herein, City may use the Future Improvement Funds to design or construct improvements that are located in the vicinity of the Project. If some or all of the Future Improvement Funds are used to design or construct such adjacent improvements, City shall be responsible

for constructing or causing the construction of the Improvements contemplated by this Agreement at a time convenient to the City.

**6.
Notices**

All notices required or permitted under this Agreement may be given to a party by hand-delivery or by mail, addressed to such party at the address stated below. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Development Services
Contract Management Office
City of Fort Worth
100 Fort Worth Trail
Fort Worth, Texas 76102

DEVELOPER:

Crowley Independent School District
1900 Crowley Pride Drive
Fort Worth, Texas 76036

With copies to:

City Attorney's Office
City of Fort Worth
100 Fort Worth Trail
Fort Worth, Texas 76102

and

City Manager's Office
City of Fort Worth
100 Fort Worth Trail
Fort Worth, Texas 76102

Or to such other address one party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

**7.
Applicable Law; Venue**

This Agreement shall be construed under and in accordance with Texas law. Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

**8.
Headings**

The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**9.
Severability**

In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

**10.
Review of Counsel**

City and Developer, and if they so choose, their attorneys, have had the opportunity to review and comment on this Agreement; therefore any rule of contract construction or interpretation that would normally call for the document to be interpreted as against the drafting party shall not apply in interpretation of this Agreement, and each section, portion, and provision of this Agreement shall be construed solely on the basis of the language contained therein, regardless of who authored such language.

**11.
Amendment**

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the City and Developer.

**12.
No Third-Party Beneficiaries**

The provisions and conditions of this Agreement are solely for the benefit of the City and Developer, and any lawful assign or successor of Developer, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**13.
Prohibition on Boycotting Israel**

Developer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company with 10 or more full-time employees that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. To the extent that Chapter 2271 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

**14.
Prohibition on Boycotting Energy Companies**

Developer acknowledges that in accordance with Chapter 2276 of the Texas Government Code , the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more, which will be paid wholly or partly from public funds of the City, with a company with 10 or more full-time employees, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. **To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

15.

Prohibition on Discrimination Against Firearm and Ammunition Industries

Developer acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.**

16.

Signature Authority

The person signing this Agreement on behalf of Developer warrants that he or she has the legal authority to execute this Agreement on behalf of the Developer and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The City is fully entitled to rely on this warranty and representation in entering into this Agreement.

17.

Counterparts

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

18.

Entire Agreement

This written instrument (together with any attachments, exhibits, and appendices) constitutes the entire understanding between the City and Developer, and any prior or contemporaneous, oral or written agreement that purports to vary from the terms hereof shall be void.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement by their duly authorized signatories to be effective on the date executed by the City's Assistant City Manager.

CITY OF FORT WORTH

DEVELOPER:

Crowley Independent School District

Dana Burghdoff
Assistant City Manager

Leon Fisher
Chief Financial Officer

Date

Date

Recommended by:

Dwayne Hollars
Contract Compliance Specialist
Planning and Development

APPROVED AS TO FORM AND LEGALITY

Richard McCracken
Sr. Assistant City Attorney

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

ATTEST:

Jannette S. Goodall
City Secretary

Cannon R. Henry, P.E.
Assistant Director
Development Services

EXHIBIT A



EXHIBIT B



DATE: 12/5/2024

FROM: Tom Simerly, PE

Attention: Zeetek Engineering, LLC

Subject: Crowley ISD Indoor/Outdoor Track Stadium and Collegiate Academy TIA Review

The City of Fort Worth Transportation Development Services Division has reviewed the traffic impact analysis for the proposed development titled Crowley ISD Indoor/Outdoor Track and Collegiate Academy located south of Risinger Road and west of Hemphill Street in the City of Fort Worth, Texas. Based on the City of Fort Worth traffic impact analysis guidelines, the report accurately represents the theoretical impact of the proposed development on the area transportation infrastructure.

The tract is subject to a review of the Rough Proportionality and potential construction of roadway improvements identified, based on the site's impact on the City's roadway system. The assignment of responsibility for identified improvements will be determined by the City and the estimated cost will be compared to the Rough Proportionality.

The recommendations outlined in the TIA and items required by City ordinance, such as curb and gutters, sidewalks, and streetlights along all street frontages, are required. Please note, in accordance with the City of Fort Worth's Transportation Engineering Manual Section 12.3.2, a TIA update will be required for any previous TIA relating to a development that is more than two (2) years old, unless Development Services determines that traffic volumes and roadway conditions in the study area have not changed significantly.

The developer of this site will also be responsible for the following:

1. Execution of a Future Improvement Agreement for one lane of Risinger Road for 3900' from Crowley Road to Hemphill Street in the amount of $\$1,084,902 \times 1.25 = \$1,356,127.50$

Sincerely,

Tom Simerly, PE
City of Fort Worth
Transportation Development Services
Development Services Department

DEVELOPMENT SERVICES DEPARTMENT

City of Fort Worth • 200 Texas Street • Fort Worth, Texas 76102