

# DEVELOPER PARTICIPATION AGREEMENT

## Construction of Knob Creek Regional Lift Station – Crestview Neighborhood Plan

This Agreement is executed by and between the City of Temple, a home rule city in Bell County, Texas (hereinafter “the City”) and The Ridge at Knob Creek Land Investments, LLC, a Texas limited liability company (hereinafter “Developer”), land developer of real property located on approximately 92.618 acres of land in the Crestview Neighborhood Planning District in Temple, Texas.

**Whereas**, the City and Developer desire to execute this Developer Participation Agreement pursuant to the Pro Rata Ordinance adopted by the Temple City Council on September 19, 2024;

**Whereas**, Developer owns property located on approximately 92.618 acres of land in the Crestview Neighborhood Planning District and is interested in constructing a neighborhood collector street, shared-use path, street trees, and an alley, local street, or private street behind properties fronting the neighborhood collector street;

**Whereas**, Developer’s property is located within an area under a neighborhood plan, known as the Crestview Neighborhood Plan and Developer proposes to construct a regional lift station to serve 153 acres of future developable area and 110 acres of existing development, a total of 263 acres, and estimates the cost of this construction to be \$3,028,970.00 as shown in Exhibit A, attached hereto and incorporated herein for all purposes;

**Whereas**, the regional lift station will serve approximately 54 acres of the Developer’s approximately 92.618 acre property;

**Whereas**, pursuant to the Pro Rata Ordinance adopted by the Temple City Council by first reading September 5, 2024 and by second reading September 19, 2024, the City will participate in the construction of a lift station serving approximately 263 acres of land, 2,150 linear feet of 12” gravity sewer, 2,500 linear feet of 8” gravity sewer, 1,300 linear feet of force main, removal of the existing Waters Edge lift station, and, in a future phase of the development, removal of the existing Crestview lift station off 40<sup>th</sup> Street up to the Not to Exceed Amount of \$3,028,970.00, or 100% of the actual costs of the improvements, whichever is less;

**Whereas**, the City Council has considered the matter and deems it in the public interest to authorize this action.

Therefore, City and Developer agree as follows:

- 1. Purpose.** The Developer will complete property development on approximately 92.618 acres of land in accordance with the Crestview Neighborhood Plan and City will bear the cost of the Developer’s expense constructing public improvements, to include a lift station serving 263 acres of land, 2,150 linear feet of 12” gravity sewer, 2,500 linear feet of 8” gravity sewer, 1,300 linear feet of force main, removal of the existing Waters Edge lift station, and, in a future phase of the development, removal of the existing Crestview lift station off 40<sup>th</sup> Street (“Project”).
- 2. Developer’s Obligations.** Developer will complete the following, further described in Exhibit A, attached hereto and incorporated herein for all purposes:
  - a. Create a plat and engineered construction plans for the approximately 92.68 acres of land located in the Crestview Neighborhood.

- b. Construct the Knob Creek Regional Lift Station to serve 153 acres of future developable area and 110 acres of existing development, a total of approximately 263 acres as shown on the attached map, providing sufficient capacity to serve 2,552 Living Equivalent Units as defined in the Pro Rata Ordinance adopted by the Temple City Council on September 19, 2024.
- c. Remove the existing Waters Edge lift station.
- d. Remove the existing Crestview lift station off 40<sup>th</sup> Street in a future phase of the development.
- e. Construct 2,150 linear feet of 12” gravity sewer, 2,500 linear feet of 8” gravity sewer, and 1,300 linear feet of force main.
- f. Dedicate 66 feet of right-of-way for the construction of Avenue N. Construct Avenue N collector street from Loop 363 to the western property boundary with a 36-foot pavement width from front of curb to front of curb. The Avenue N street section shall include two (2) 12-foot travel lanes and a 12-foot center turn lane.
- g. Construct a 10-foot-wide shared use path along the southern side of the roadway.
- h. Install street trees with a minimum 2-inch diameter at the breast height within an 8-foot wide landscaping strip in accordance with the Unified Development Code on both sides of Avenue N. Street trees shall be installed between the 10-foot-wide shared use path and Avenue N on the southern side of the roadway.
- i. Construct an alley, local street, or private street behind properties fronting Avenue N for access. No driveways shall be constructed along the future Avenue N collector street.
- j. Dedicate a minimum 15-foot-wide trail easement along Loop 363 to the City of Temple with the subdivision plat and construct a 10-foot-wide thoroughfare connector trail within the easement in accordance with the 2020 Parks and Trails Master Plan.
- k. Dedicate 5.22 acres of parkland to serve the development.

Pursuant to the Pro Rata Ordinance adopted by the Temple City Council on September 19, 2024, Developer understands that the City will participate in the construction of a lift station serving 263 acres of land, gravity sewer mains and force mains connecting lift stations, removal of the existing Waters Edge lift station, and, in a future phase of the development, removal of the existing Crestview lift station off 40<sup>th</sup> Street up to the Not to Exceed Amount of \$3,028,970.00, or 100% of the actual costs of the improvements, whichever is less; (referred to herein as the “Not to Exceed Amount”). The City shall contribute no more than the Not to Exceed Amount and Developer shall bear the cost, if any, of the Project construction which exceeds the City’s contribution under Section 3 below. Developer agrees to provide full documentation to the City of the actual amounts spent towards eligible costs (as described in Section 3). Subject to verification of such records by the City, the City agrees to reimburse Developer for construction of the Project up to the Not to Exceed Amount.

3. **City’s Obligations.** The City agrees to reimburse the Developer for construction of the Project up to the Not to Exceed Amount of \$3,028,970.00, or 100% of the actual costs of the improvements, whichever is less, as outlined above. Partial payment will be made to the Developer once satisfactory documentation showing funds expended has been received and the City has accepted the improvements of the lift station serving 263 acres of land, gravity sewer mains, force mains connecting lift stations, removal of the existing Waters Edge lift station, and, in a future phase of the development, removal of the existing Crestview lift station off 40<sup>th</sup> Street. Final payment will be made to Developer once satisfactory documentation showing funds expended have been received and the City has accepted the improvements.

Developer bears 100% of the cost of the Project over the Not to Exceed Amount. Eligible expenses to be reimbursed by the City include the cost of labor and materials for the Project as outlined in Exhibit A, provided that the total reimbursement by the City cannot exceed the Not to Exceed Amount.

After acceptance of the said improvements, the City shall maintain those improvements at its own expense, subject to any warranties by the contractors or maintenance bonds on said improvements.

- 4. Developer's Certifications.** Developer certifies by executing this agreement that Developer does not and will not knowingly employ undocumented workers as that term is defined in Section 2264.001(4) of the Texas Government Code. In the event Developer is convicted of a violation of 8 U.S.C Section 1324 (a) (relating to federal criminal penalties and injunctions for a pattern or practice employing unauthorized aliens), Developer shall repay the amount of the fee waivers, lien releases, and in-kind services received under this Agreement, with interest at a rate of 5% per annum, not later than the 120<sup>th</sup> day after the date the City notifies Developer of the violation. Notwithstanding anything to the contrary herein, this Section shall survive the expiration or termination of this Agreement.

Developer certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Developer certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Developer further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

- 5. Assignment.** Developer shall have the right to assign this Agreement as collateral for the financing of the construction of the Project, and in the event that Developer is unable to complete the Project for any reason, its assignee shall have the right, but not the obligation to finish the Project, and receive a contribution from the City in an amount not to exceed \$3,028,970.00, or 100 % of the actual cost of construction, whichever is less, upon final acceptance of the improvements by the City.
- 6. Availability of Records.** Developer agrees to make its books and other records related to construction of the project available for inspection by the City during reasonable business hours.
- 7. Performance Bond.** Developer or its contractor must execute a performance bond with the City as beneficiary for the construction and completion of the said improvements outlined above. The bond shall also be executed by a corporate surety and shall be in compliance with Chapter 2253 of the Texas Government Code.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

*[signature page to follow]*

City of Temple, Texas

The Ridge at Knob Creek Land Investments,  
LLC, a Texas limited liability company

\_\_\_\_\_  
Brynn Myers  
City Manager

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

Attest:

Approved as to Form:

\_\_\_\_\_  
Jana Lewellen  
City Secretary

\_\_\_\_\_  
City Attorney's Office

State of Texas       §  
County of Bell       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by Brynn Myers, City Manager, for the City of Temple, a Texas home rule City.

\_\_\_\_\_  
Notary Public

State of Texas       §  
County of Bell       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, \_\_\_\_\_, for The Ridge at Knob Creek Land Investments, LLC, a Texas limited liability company.

\_\_\_\_\_  
Notary Public