

**SECTION 6 PARTICIPATION POLICIES AND ESCROW POLICIES****6.1 General Standards****A. Facilities agreement.**

The subdivider shall be required to enter into an agreement with the City which shall govern his subdivision, pro rata payments, City participation in cost, escrow deposits, other future considerations, variances, non standard development, improvements to be dedicated to the City, improvements that will not be completed prior to filing of the final plat in the county records. This agreement shall be based upon the requirements of this ordinance; and shall provide the City with specific authority to complete the improvements required by the agreement in the event of failure by the developer to perform and to recover the full costs of such measures. The City may subordinate its facilities agreement to the prime lender if provided for in said agreement.

The facilities agreement shall be a binding agreement between the City and the developer specifying the individual and responsibilities of the City and the developer. Unusual circumstances relating to the subdivision shall be considered in the facilities agreement such that the purpose of this ordinance is served for each particular subdivision. The developer shall indemnify the City against any claims arising out of the developer's subdivision.

**B. Prorata payments.**

The developer shall be responsible for the construction of oversize or off-site access, utilities, drainage and other improvements necessary for his subdivision unless other provisions are approved by the City Council. Provisions for reimbursement of costs in excess of those necessary to serve the subdivision and any other provisions, shall be made a part of the facilities agreement. For a period of five years following the filing of the final plat, subsequent subdivisions utilizing such facilities shall pay any cost due prior developers as the use by the new subdivision bears to the amount due. Such prorata amounts will be made a part of any subsequent facilities agreement, collected by the City and repaid to the original developer making such improvements, not to exceed his actual cost incurred.

All such reimbursements or prorations shall be based on the actual cost of the improvements at the time of their construction. The original developer shall therefore provide the City with acceptable documentation of actual construction costs from which calculation of reimbursable amounts will be made for inclusion in the facilities agreement.

1. Whenever the City agrees to accept escrow deposits in lieu of construction by the subdivider of the property under these regulations, the subdivider shall deposit an

amount equal to his share of the costs of design and construction in escrow with the City. Such amount shall be paid prior to release of construction plans by the City's consulting engineer. In lieu of such payment at such time, the City may permit the subdivider to contract with the City and shall agree in such contract that no building permit shall be issued for any lot included within said plat, or increment thereof, until the full amount of the escrow is paid, or a pro rata part thereof for the full increment if developed incrementally. The obligations and responsibilities of the subdivider shall become those of subdivider's transferees, successors, and assigns; and the liability therefor shall be joint and several.

2. The amount of the escrow shall be determined by using the average of the comparable bids awarded by the City in the preceding year or, if none exists, current market value of construction as determined by an estimate of the City's consulting engineer. Such determination shall be made as of the time the escrow is due hereunder.
3. If any street or highway for which escrow is deposited for, is constructed or is reconstructed by another governmental authority at no cost to the City, the escrowed funds and accrued interest shall be refunded to the subdivider after completion and acceptance of the public improvements. In the event that a portion of the cost is borne by the City and the other portion of the cost by another governmental authority, the difference between the subdivider's actual proportionate cost and the escrowed funds, including accrued interest, if any, shall be refunded after completion and acceptance of the improvements.
4. As a condition of plat approval, the subdivider shall pay all fees, charges and assessments required to assure adequacy of public facilities to the subdivision or addition, as may be imposed under these or other regulations of the City.

C. City participation.

The City may, but shall have no obligation to, participate with the developer on items of construction, which benefit existing or future development in addition to that being subdivided. The amount of financial responsibility of each party and the terms of discharging such responsibility may be provided for in a facilities agreement.

The construction of certain facilities required by the provisions of this ordinance may not be possible or practical at the time the developer prepares his plans for public improvements. Such deletion or delay of improvements may be specified in the facilities agreement, together with provisions for escrow deposits or future payment by the developer.

**SECTION 7 CONFLICT WITH OTHER ORDINANCES**

Whenever the standards and specifications in this ordinance conflict with those contained in another ordinance, the most stringent or restrictive provision shall govern.

**SECTION 8 SAVING CLAUSE**

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion thereof, or provision or regulation contained herein shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this ordinance.

**PASSED AND APPROVED** by the Planning and Zoning Commission of the City of Ladonia, Texas, on this the \_\_\_\_ day of \_\_\_\_\_ 2007.

Co. Chairman, Planning & Zoning Commission

Attest:

City Secretary

**PASSED AND APPROVED** by unanimous vote of the City Council of the City of Ladonia, Texas, on this the \_\_\_\_ day of \_\_\_\_\_ 2007.

Mayor

Attest:

City Secretary

## APPENDIX A

### SURVEYOR'S CERTIFICATE

That I, Joe R. Smith, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual and accurate survey of the land made on the ground and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Ladonia, Texas.

\_\_\_\_\_  
Joe R. Smith  
Registered Professional Land Surveyor  
RPLS No. 0000

STATE OF TEXAS  
COUNTY OF FANNIN }

Before me, \_\_\_\_\_, a Notary Public in and for Fannin County, Texas, on this day personally appeared Joe R. Smith known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
Notary Public in and for Fannin County, Texas

My commission expires: \_\_\_\_\_

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LADONIA, TEXAS on this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Chairman, Planning and Zoning Commission

APPROVED BY THE CITY COUNCIL OF THE CITY OF LADONIA, TEXAS on this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Mayor

ATTEST:

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