

## **CREDIT AGREEMENT FOR WATER IMPACT FEES**

This CREDIT AGREEMENT FOR WATER IMPACT FEES (the “Agreement”) is made and entered into by and between the CITY OF PFLUGERVILLE, Texas (the “City”), a Texas municipal corporation, and Atlantic Urbana Cameron, LLC, a Texas limited partnership (the “Developer”) on this the \_\_\_\_ day of \_\_\_\_\_, 2024. The City and the Developer may be referred to individually as a “Party” or collectively as the “Parties” herein.

**WHEREAS** the Developer has a recorded final plat for the Urbana Cameron Subdivision Phase 1A (the “Plat”) and (ii) approved plans for the construction of Public Infrastructure Construction for the subdivision, (2022-9-CON) (the “Development”); and

**WHEREAS** developer of the Urbana Cameron Subdivision Phase 1A (the “Development”), being one or more subdivisions located within the City, and the Developer is the current owner of that certain real property described in Exhibit A platted as Lot 83, Block A of the Subdivision; and

**WHEREAS**, the Developer is constructing a 12” waterline along Cameron Road per the City’s request, and an 8” was the maximum capacity needed to serve their development, over a portion of their development located within the Urbana Cameron Phase 1A Subdivision development; and

**WHEREAS**, the City desires to oversize the overall scope of the Project and related infrastructure to include an increase in the size of the water line from an 8” to a 12”, as approved through their Public Infrastructure Construction Plans (2022-9-CON), as described and/or depicted in Exhibit B, (the “City Improvements”) to increase capacity of the infrastructure for the benefit of other anticipated development in the area; and

**WHEREAS**, the City adopted a water impact fee via Ordinance 1577-23-01-10 (the “Ordinance”) on April 14, 2020, requirements for which are codified as Chapter 152 of the City Code of Ordinances, and for which provisions, requirements, and procedures are established in Chapter 395, Texas Local Government Code; and

**WHEREAS**, the Ordinance requires, upon the issuance of a building permit, payment of water impact fees for the City of Pflugerville’s water service area for the Development constructed within the Plat; and

**WHEREAS**, the Ordinance authorizes the City to enter into a credit agreement with an owner/developer of a tract of land which memorializes the credits for the construction and/or financing of requested facility expansions in Section 152.22 (“Credits”) to be applied against Collectible Water Impact Fees (as defined below); and

**WHEREAS**, the cost of constructing the waterline with additional capacity from an 8” to a 12” according to City specifications is \$166,948.82 (the “Construction Cost”), as more precisely set forth in Exhibit C attached hereto; and

**WHEREAS** the total amount of water impact fees due by the Developer associated with the Development is \$489,942.90 dollars based on water impact fees in effect at the time the building permit was requested ("Collectible Water Impact Fees"), as approved by the City Engineer and shown in the memorandum attached for water impact fees in Exhibit D; and

**WHEREAS** the City Engineer has reviewed and approved the Construction Cost amount. The Developer has petitioned the City for Credits against Collectible Water Impact Fees owed for the Construction Costs for the City Improvements; and

**WHEREAS**, the Developer has posted a performance bond requiring completion and acceptance by the City of all improvements associated with this agreement in an amount of 110-percent of the total cost; and

**WHEREAS** the City desires to offset the Construction Cost as Credits against the Collectible Water Impact Fees due upon the construction and acceptance by the City of the waterline improvements.

NOW, THEREFORE, as of the Effective Date of this Agreement, the Parties agree as follows:

1. The recitals above are accurate and fully incorporated into this Agreement.
2. The Developer shall construct the water line improvements consistent with all applicable codes and agreements with the City and shall dedicate such improvements to the City upon completion of construction of such improvements.
3. Per this Agreement, the Developer is entitled to Credits in an amount equal to the Construction Costs to be applied against the Collectible Water Impact Fees. In no event will Credits be applied in excess of the amount approved through this agreement. The Credits shall be applied against the balance of the Collectible Water Impact Fees when due and payable, per the Ordinance, and Developer will only be responsible for paying the amount of the Collectible Water Impact Fees less the amount of the Credits.

*[Signature Pages Follow]*

EXECUTED to be effective the day and year first above written.

CITY:

City of Pflugerville,  
a Texas municipal corporation

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

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

Name: Sereniah Breland, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles E. Zech

City Attorney

Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

DEVELOPER:

By:  
Atlantic Urbana Cameron LLC  
Signed by:  
By: *Zach Hinman*  
72823618668450  
Name: Zach Hinman  
Title: Vice-President





FINAL PLAN OF  
URBANA CAMERON SUBDIVISION PHASE 1A

CABLE DATA			
CABLE #	POLE	DEPT. TO LENGTH	BEARING
C40	273.00'	359.42° E	152.32'
C41	316.82'	467.32° W	355.84'
C42	311.18'	31.14° W	173.32'
C43	165.87'	371.14° E	16.00° E
C44	182.82'	77.22° W	252.32'
C45	203.82'	31.72° E	288.00'
C46	153.32'	467.32° E	16.00° E
C47	44.72'	31.72° W	28.00'





URBANA CAMERON SUBDIVISION PHASE 1A  
BEING LOTS 82-84, BLOCK A  
A 43.728 ACRES (APPROX. 1,964,600 SQ. FT.) TRACT OF LAND IN THE WILLIAM CUMMEL SURVEY NO. 86, INSTRUMENT NO. 182, IN TARRANT COUNTY, TEXAS, BEING A PORTION OF THE 82.34 ACRES  
(APPROX. 4,178,618 SQ. FT.) TRACT OF LAND CONVEYED TO ATLANTIC URBANA CAMERON, LLC, IN DOCUMENT NO. 2022028918 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF TARRANT  
KNOW ALL MEN BY THESE PRESENTS  
THAT ATLANTIC URBANA CAMERON, LLC, ACTING THROUGH JOHN HANNA, VICE PRESIDENT, BEING THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT ON WRITING, ACCORDING TO THE TERMS AND CONDITIONS OF SAID INSTRUMENT, DO HEREBY CERTIFY THAT THE PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN ON THE PLAT ARE CORRECTLY LOCATED AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY OF THE PLAT AS SHOWN HEREON.

WITNESSED BY HAND, THIS 15th DAY OF November, 2023, A.D.

JOHN HANNA, VICE PRESIDENT

STATE OF TEXAS

COUNTY OF TARRANT  
KNOW ALL MEN BY THESE PRESENTS  
THAT ATLANTIC URBANA CAMERON, LLC, ACTING THROUGH JOHN HANNA, VICE PRESIDENT, BEING THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT ON WRITING, ACCORDING TO THE TERMS AND CONDITIONS OF SAID INSTRUMENT, DO HEREBY CERTIFY THAT THE PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN ON THE PLAT ARE CORRECTLY LOCATED AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY OF THE PLAT AS SHOWN HEREON.

WITNESSED BY HAND AND SEAL OF OFFICE, THIS 15th DAY OF November, 2023, A.D.

NOTARY PUBLICS BOARD



RECORDING CERTIFICATION  
STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS  
THAT I, JAMES H. BARNES, JR., CLERK OF TARRANT COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN ON THE PLAT ARE CORRECTLY LOCATED AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY OF THE PLAT AS SHOWN HEREON.



JOHN A. BARNES, JR.  
CLERK OF TARRANT COUNTY, TEXAS  
WITNESSED BY HAND AND SEAL OF OFFICE, THIS 15th DAY OF November, 2023, A.D.



JOHN A. BARNES, JR.  
CLERK OF TARRANT COUNTY, TEXAS  
WITNESSED BY HAND AND SEAL OF OFFICE, THIS 15th DAY OF November, 2023, A.D.

CITY CERTIFICATION  
APPROVED THIS 15th DAY OF November, 2023  
CITY OF PULASKI, TEXAS  
CITY CLERK

JOHN A. BARNES, JR.  
CLERK OF TARRANT COUNTY, TEXAS  
WITNESSED BY HAND AND SEAL OF OFFICE, THIS 15th DAY OF November, 2023, A.D.



PLAT NOTES  
1. THIS PLAT LIES WITHIN THE CITY OF PULASKI, TEXAS, AND ALL LOTS SHOWN HEREON SHALL BE OCCUPIED BY THE CITY OF PULASKI, TEXAS.  
2. WATER AND WASTEWATER SHALL BE PROVIDED BY THE CITY OF PULASKI, TEXAS, TO ALL LOTS SHOWN HEREON.  
3. A 14-FT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET FRONTAGE.  
4. EASEMENTS DEDICATED TO THE PUBLIC BY THE PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE INSTRUMENTS DEDICATING SAID EASEMENTS. THE GRANTOR HEREBY WAIVES ANY CLAIMS OR DEMANDS FOR REPAIRS OR REPLACEMENT OF ANY EASEMENT MONUMENTS OR FOR THE REPLACEMENT OF ANY EASEMENT MONUMENTS.  
5. NO EASEMENTS INCLUDING BUT NOT LIMITED TO EASEMENTS FOR UTILITIES, OR EASEMENTS FOR A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.  
6. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT REMOVE OR ALTER ANY MONUMENTS OR MONUMENTS OF SUCH DRAINAGE AND UTILITY EASEMENTS, AND RELATED APPURTENANCES.  
7. A SIX (6) FOOT WIDE EASEMENT SHALL BE PROVIDED ON THE NORTH SIDE OF THE STREET.  
8. THIS EASEMENT IS SUBJECT TO ALL CITY OF PULASKI ORDINANCES OF TECHNICAL NATURES RELATED TO THIS EASEMENT.  
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TARRANT COUNTY CLERK RECOGNITION CERTIFICATION

STATE OF TEXAS  
COUNTY OF TARRANT  
KNOW ALL MEN BY THESE PRESENTS  
THAT I, JAMES H. BARNES, JR., CLERK OF TARRANT COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF THE CITY OF PULASKI, TEXAS, IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY OF THE PLAT AS SHOWN HEREON.

JOHN A. BARNES, JR.  
CLERK OF TARRANT COUNTY, TEXAS  
WITNESSED BY HAND AND SEAL OF OFFICE, THIS 15th DAY OF November, 2023, A.D.



half  
13620 BRIANWICK DR.,  
ALISO VIEJO, CA 92534  
TEL: (951) 777-6800  
HALF OFFICE  
AUS  
SHEET 1 OF 4

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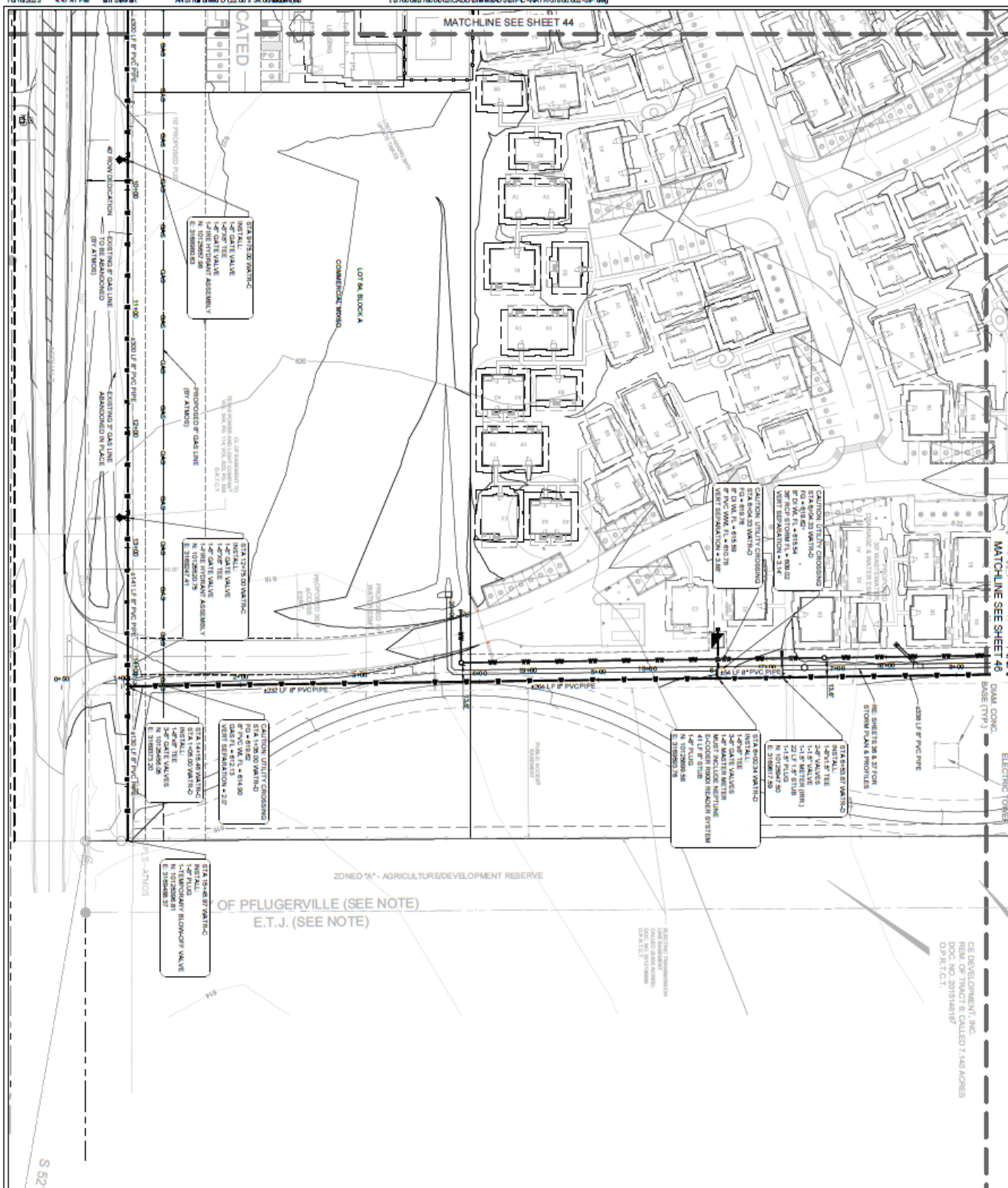


Exhibit C

J

Jimmy Evans Company

General Contractor

811 Dalton Lane

Austin, TX 78742

(512) 288-7300

Fax (512) 288-4622

Date: 7/22/2024

Client: Travis Daly

Company: Franklin Construction

Job Name: Urbana Trailside

Extra Work No.

CHANGE ORDER/EXTRA WORK AUTHORIZATION

I hereby authorize Jimmy Evans Company to perform the additional work on the above-mentioned project, as directed below. I fully understand that this work and the associated cost are in addition to any contract amount that I previously have to this date. By signing below I agree to pay Jimmy Evans Company for the cost of the work in accordance with the payment terms of the contract for this project.

Please accept this as our formal request for Change Order for the above referenced project.

Description:

Item	Description	Unit	Qty	Unit Price	Total Price
1	8" WL "C"	LF	-1446	73.52	(106,309.92)
2	12" WL "C"	LF	1446	169.87	245,632.02
3	12" Gate Valve	EA	8	4375.00	35,000.00
4	8" Gate Valve	EA	-8	2254.16	(18,033.28)
5					-
TOTAL CHANGE ORDER \$					156,288.82

Exclusions:

Notes:

If you should have any questions or comments, please feel free to contact me. The above pricing is good for two weeks. Please note that it is the policy of the Jimmy Evans Company to not start any work outside the scope of the original contract until a fully executed change order on the customer's letterhead has been received.

SUBMITTED BY:

Jimmy Evans Company

ACCEPTED BY:

Franklin Construction

**Engineering Soft Costs**

<b>Soft Cost Estimate</b>	Rate	\$ 260.00	\$ 150.00		
<b>Service</b>	Fee	Sr. PM	EIT	Total Hours	<b>Total Cost</b>
Plan Revision		8	14	22	\$ 4,180.00
Update Water Model		10		10	\$ 2,600.00
Application and coordiantion		8	12	20	\$ 3,880.00
					\$10,660.00



Exhibit D



WATER AND WASTEWATER COMMUNITY IMPACT FEE MEMORANDUM

Date: July 10, 2024

To: Building Department  
Development Services Center

From: Gordon Haws, P.E.

RE: Urbana Yardhomes (also known as "Cameron 96 Yardhomes"), 2022-10-CON, CON2023-00109, 2022-21-SP & SP2023-000221)

Individual Domestic Water Meters at Each Home:

Size of domestic water meter at each home:	NA - All homes are served off of the two master meters. The meters at the individual homes are private water meters.
Number of homes with individual domestic WM's	NA - All homes are served off of the two master meters

Irrigation Water Meters:

Number and size of irrigation water meters for subdivision:	Two 1-1/2" irrigation water meters
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Master Domestic Water Meters:

Size of master domestic water meters within the subdivision:	Two 8-inch master domestic water meters (which serve both fire and domestic flow requirements, including fire hydrants)
Is fire flow taken through the domestic meters? (Y/N)	Yes
Equivalent size of theoretical domestic WM w/ fire flow excluded:	One 4" Compound Water Meter
(Impact fees are chargeable based on this size.)*	(See letter from Jason Bass of Halff Associates, dated August 9, 2023 that sets forth the calculations for the domestic flow being equal to one 4" water meter.)

*\*While impact fees are charged based on the theoretical, equivalent domestic-only water meter size; after water meter installation, the applicant will be billed according to the billing schedule for the actual meter size and type that was installed, including the associated monthly flat rate for the larger meter size.*

Utility Service Provider:

Water Service Provider:	City of Pflugerville
Wastewater Service Provider:	City of Pflugerville
Date Platted:	11/16/2023
Applicable Impact Fee Ordinance (based on the platting date):	1577-23-01-10
City Wastewater Service Area (if applicable):	Wastewater Service Area 2

The applicant must pay the community impact fees and water meter deposit fees prior to issuance of building permit. The following fees are per the referenced impact fee ordinance.

Water and Wastewater Impact Fees for Any Master Meters or Irrigation Meters within the Subdivision

Master Water Meters and Irrigation Meters:	Size	No.	SUE's per ea.	Total	
Master Domestic Water Meters	4"	1	x 33.3	= 33.3	SU(s)
Irrigation water meter size and number	1.5"	2	x 3.3	= 6.6	SU(s)

Community Impact Fee:

Water Impact Fee for Domestic Use	\$14,713	x	33.3	SU(s)	=	\$489,942.90
Water Impact Fee Credit Agreement for upsize 8" to 12", as depicted in attached memo.						(\$166,948.82)
Wastewater Impact Fee for Domestic Use	\$15,136	x	33.3	SU(s)	=	\$504,028.80
Water Impact Fee (Only) for Irrigation Use	\$14,713	x	6.6	SU(s)	=	\$97,105.80

Tap and Inspection Fees:

	No. of meters	Fee per meter		
Fee per Domestic Water Meter	2	x \$150.00	=	\$300.00 (See Note 1)
Fee per Irrigation Water Meter	2	x \$915.00	=	\$1,830.00
Fee per Sewer Tap	1	x \$250.00	=	\$250.00

Account Deposits:

	No. of meters	Deposit per meter		
Deposit for Domestic Water Account	2	x \$125.00	=	\$250.00 (See Note 1)
Deposit for Irrigation Water Account	2	x \$125.00	=	\$250.00
Total Water and Wastewater Impact Fee for Subdivision =				\$927,008.68

Notes:

1. Whereas the domestic flow equates to one 4-inch WM, there are actually two 8" WM's installed for domestic flow, so fees are charged for two meters.

