

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 TM BTR of Texas LLC, (the “Developer”) on this the ____ day of _____, 2025. The City and the Developer may be referred to individually as a “Party” or collectively as the “Parties” herein.

WHEREAS the Developer has an approved Preliminary Plan for the Weiss Kelly Subdivision (PP2024-000341), as well as approved Final Plat for the Yardly Weiss Kelly Lane Addition Lot 1, Block 1 (FP2024-000401) (the “Plat”) and (ii) approved plans for the construction of Public Infrastructure Construction for the subdivision, (CON2024-00440) (the “Development”); and

WHEREAS developer of the Yardly Weiss Kelly Lane Addition Subdivisions (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; and

WHEREAS, the Developer is constructing a 12” waterline along portions of Weiss Lane and within a water pipeline easement within Lot 1, Block 1 of Yardly Weiss Kelly Lane Addition 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 Yardly Weiss Kelly Lane Addition Lot 1, Block 1; 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 (CON2024-00440), 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 \$255,108.80 (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 \$589,660.00 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: James Hartshorn, Acting City Manager

APPROVED AS TO FORM:


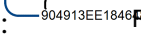

Charles E. Zech

City Attorney

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

DEVELOPER:

By:
TM BTR of Texas LLC,

By: 
Name:  Ryan Mattox
Title:  Vice President

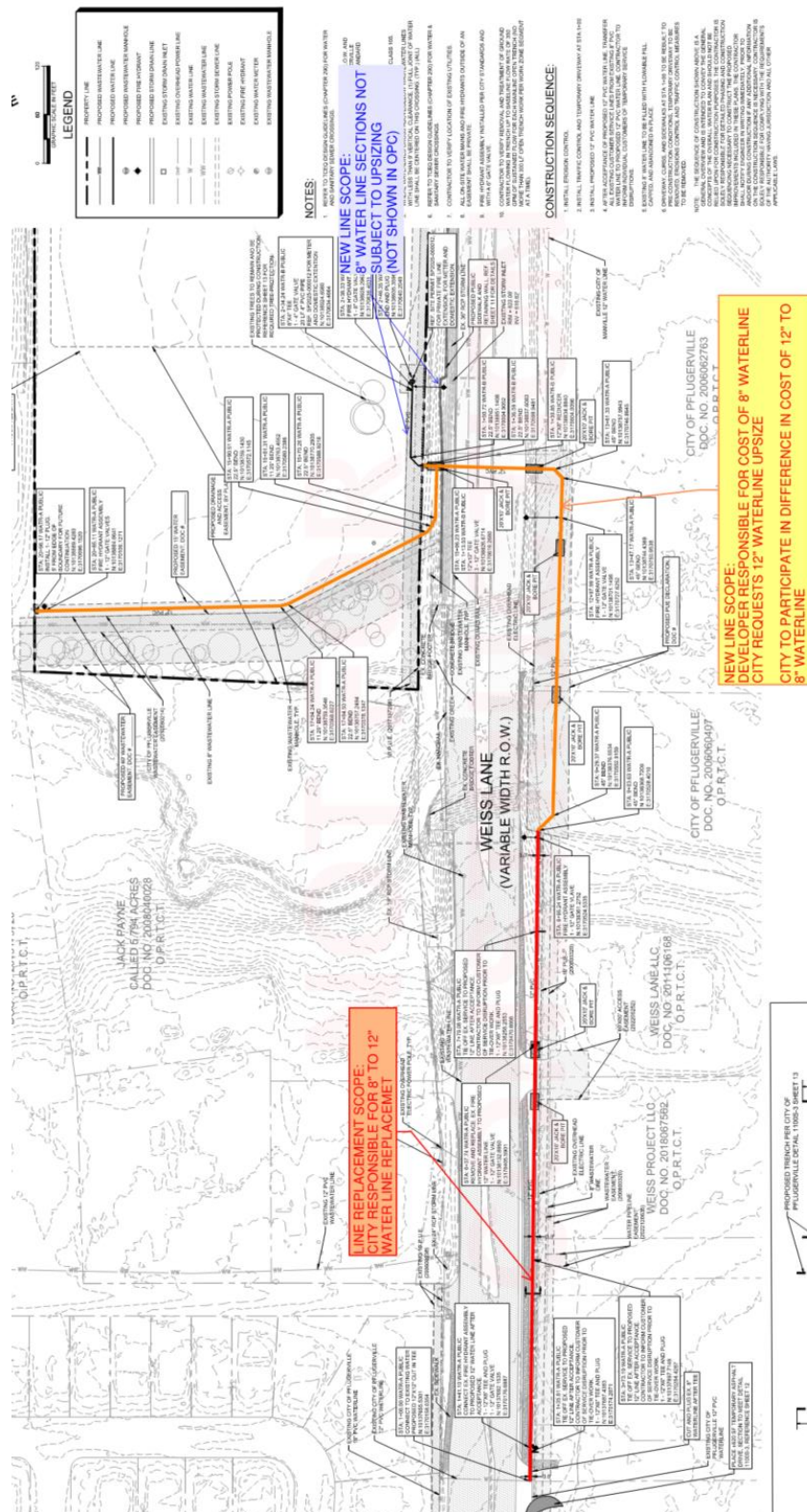


Exhibit C -



Weiss Kelly - Public Plans OPC

Project: Weiss Kelly Subdivision
KHA Job Number: 069264941
Prepared By: EAP

Total Acreage: 17.46
Lots: 175
Date: 5/21/2025

A. EROSION CONTROL - LINE REPLACEMENT SCOPE, CITY CONTRIBUTION

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	SILT FENCE	715	LF	\$ 3.25	\$ 2,323.75
Subtotal					\$ 2,323.80

B. WATER IMPROVEMENTS - LINE REPLACEMENT SCOPE, CITY CONTRIBUTION*

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	DIFFERENCE BETWEEN 12" C900-DR18 PVC WATER MAIN AND 8" C900-DR18 PVC WATER MAIN	1	LS	\$ 149,750.00	\$ 149,750.00
2	24" STEEL ENCASEMENT	50	LF	\$ 127.00	\$ 6,350.00
3	12" GATE VALVE	3	EA	\$ 4,640.00	\$ 13,920.00
4	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE)	2	EA	\$ 7,275.00	\$ 14,550.00
5	RECONNECTION TO EXISTING FIRE HYDRANT	1	EA	\$ 9,715.00	\$ 9,715.00
6	12" X 6" TEE	4	EA	\$ 1,070.00	\$ 4,280.00
7	12" X 12" TEE	1	EA	\$ 1,560.00	\$ 1,560.00
8	CONNECT TO EXISTING WATERLINE	1	EA	\$ 8,105.00	\$ 8,105.00
9	RECONNECTION TO EXISTING SERVICES	3	EA	\$ 3,020.00	\$ 9,060.00
10	TESTING (HYDROSTATIC) & CHLORINATION	805	LF	\$ 1.00	\$ 805.00
11	TRENCH SAFETY ALL DEPTHS	755	LF	\$ 1.00	\$ 755.00
Subtotal					\$ 218,850.00

* NOTE: TABLE B REPRESENTS TABLE B1 MINUS TABLE B2.
REFERENCE SUBSEQUENT PAGE FOR DETAIL.

C. PAVEMENT REMEDIATION - LINE REPLACEMENT SCOPE, CITY CONTRIBUTION

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	PAVEMENT REMEDIATION OVER EXISTING LINE	1	LS	\$ 25,565.00	\$ 25,565.00
2	TEMPORARY ASPHALT DRIVE	620	SF	\$ 13.50	\$ 8,370.00
Subtotal					\$ 33,935.00

TOTAL		COST
PLANS AS DESIGNED		
A.	EROSION CONTROL - LINE REPLACEMENT SCOPE, CITY CONTRIBUTION	\$ 2,323.80
B.	WATER IMPROVEMENTS - LINE REPLACEMENT SCOPE, CITY CONTRIBUTION	\$ 218,850.00
C.	PAVEMENT REMEDIATION - LINE REPLACEMENT SCOPE, CITY CONTRIBUTION	\$ 33,935.00
TOTAL CITY PARTICIPATION		\$ 255,108.80



