

City Council Meeting

Aubrey City Hall
107 S. Main St
Aubrey, TX 76227
April 25, 2024
6:00 PM



**(Notice of Potential Quorum for Planning & Zoning Commission, Board of Adjustment, Library Board, Municipal Development District, and Parks and Recreation Board - even though a quorum of the members of these boards may or may not be present, no official action will be taken by their members.)*
above.

Notice Regarding Remote Participation of Council Members

Pursuant to Section 551.127, Texas Government Code, one or more Council Members may attend this meeting remotely using videoconferencing technology. A quorum of the board will be physically present at the location provided above. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public by accessing Zoom utilizing the Public Participation link identified below.

Notice Regarding Public Participation

Individuals may attend the meeting in person at the above address, or access the meeting via videoconference, or telephone conference call.

Join the Zoom Meeting by clicking on the following link:

<https://us06web.zoom.us/j/84174692322?pwd=6KYvTlaFhiv1e0CpLC5adrkePOml7E.1>

Meeting ID: 841 7469 2322 Password: 419105

To join the meeting by phone, dial 1 (346) 248-7799 and use the Meeting ID and password above.

Call to Order - Determine if a Quorum is Present:

Invocation & Pledge of Allegiance: Pledge of Allegiance to the Texas Flag - “Honor the Texas flag; I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.”

Community Announcements: Items of community interest may include recognizing Citizens and Staff for outstanding contributions to the community, a reminder about an upcoming event that is organized or sponsored by the governing body, and announcements of an imminent threat to public safety that has arisen after the posting of this agenda. Mental Health Month Awareness Proclamation (United Way of Denton County)

- Mental Health Month Awareness Proclamation

Citizen Input: Any person may address the City Council. If your comments are concerning an agenda item, you may wait until the discussion on that item if you prefer. Once recognized by the Mayor, please step forward to the speaker’s podium, state your name and address and speak directly into the microphone so that people in the room and those attending remotely can hear comments and see presentations. To request to speak via videoconference, click on “Participants” at the bottom of the screen, and click “Raise Hand.” The Mayor will acknowledge your request and allow you to speak. Citizen comments are limited to three (3) minutes per individual unless additional time is otherwise required by law. No discussion or action may be taken at this meeting on any item not listed on the agenda, other than to make statements of factual information or recite existing policy in response to a citizen’s inquiry.

Consent Items: Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council, board members or staff. Consideration and action on the following:

1. Approve minutes of the following meetings:
 - March 28, 2024
 - April 3, 2024
 - April 18, 2024
2. Accept Monthly Staff Reports
3. Accept Monthly Financial Report.
4. Approve Quarterly Investment Report
5. Approve Ordinance # 838-24 amending Chapter 3 “Building Regulations”, Article 3.04.003 (b) “Appointment of code official”, amending Article 3.04.007 (f) “Hearings”, and 3.04.010 “Appeals”.
6. Approve changes to the number of Authorized Positions in the Police Department

7. Approve an Interlocal Agreement with City of Richardson, TX for cooperative purchasing of medical supplies from Boundtree Medical.
8. Acceptance of the 2023 CIP Project S4 - 24" Sanitary Sewer Line and authorize final payment to Wilco Underground, LLC in the amount of \$116,620.00; and authorize the Mayor to execute necessary documents.
9. Approve a Professional Services Agreement with Birkhoff, Hendricks and Carter for an update to the Aubrey Water and Sewer Master Plans and authorize the City Manager to execute necessary documents.
10. Authorize the city manager to execute necessary documents for the council approved purchase of real property located at 916 US 377 and Highmeadow Drive for the Aubrey Municipal Development District.

New Business: New items previously requested for consideration.

1. Consideration and action on a Final Plat of Highpointe Ranch Phase 1C being 32.472 acres in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas located immediately east of US 377 between Spring Hill Road (FM 428) on the south and East Blackjack Rd on the north within the city limits of Aubrey. (*Aubrey Blackjack Partners, LLC.*)
2. Consideration and action on a Preliminary Plat for the Trivedi Addition for 2 lots in 25.159 acres of land out of the F. Trevino, Abstract No. 1243, within the City of Aubrey, Denton County, Texas. (*Pretium Capital, LLC*)
3. Consideration and action on a Final Plat for Ribbonwood Phase 1 for 213 residential lots, 4 open space lots in 43.864 acres of land out of the F.H. Pollard Survey, Abstract No. 995, within the Extraterritorial Jurisdiction of the City of Aubrey, Denton County, Texas. (*Clayton Lee Boyd, Investment Trustee under the Boyd 2021 Investment Trust*)
4. Conduct the second public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a certain ± 1.078 acre tract of land being a part of the existing 60-foot wide right-of-way of Redfearn Road and the new variable width right-of-way on the east side of US Highway 377, south of Redfearn Road, situated in the F. Trevino Survey, Abstract No. 1243, Denton, County Texas and the associated right-of-way.

Open Public Hearing: ____ p.m. Close Public Hearing: ____ p.m.

5. Consideration and action on Resolution 957-24, a resolution of the City Council of the City of Aubrey, Texas, setting a Public Hearing under Sec. 372.009 of the Texas Local Government Code for the creation of the Duck Point Public Improvement District within the extraterritorial jurisdiction of the City of Aubrey, Texas, on an approximate 160 acres of land situated in the Frederick H. Pollard Survey, Abstract

No. 995, Denton County, Texas and as more particularly described by a metes and bounds description available at Aubrey City Hall; setting a date for and authorizing the issuance of notice by the City Secretary of Aubrey, Texas regarding the Public Hearing. (Duck Point Development)

6. Consideration and action on Ordinances Numbers 840-24 to 849-24 amending and adopting new Divisions within Article 3.03, "Technical and Construction Codes and Standards" of Chapter 3, "Building Regulations" of the Code of Ordinances to adopt the 2023 National Electric Code with Local Amendments, and to adopt the 2021 Editions of and Local Amendments to the following International Codes:
 - a. International Building Code
 - b. International Existing Building Code
 - c. International Energy Conservation Code
 - d. International Fuel Gas Code
 - e. International Mechanical Code
 - f. International Plumbing Code
 - g. International Fire Code
 - h. International Residential Code
 - i. International Swimming Pool and Spa Code
7. Consideration and action on awarding a bid and entering into a contract with ALCC, LLC for Park Improvements at Leslie Park Field for an amount not to exceed \$669,263.71 and authorizing the City Manager to execute necessary documents.
8. Consideration and action on a Resolution nominating a candidate for the DENCO Area 9-1-1 District Board of Managers.
9. Consideration and action on an Ordinance amending Ordinance No. 801-23 adopting the Fiscal Year 2023-2024 Budget to balance revenue surplus, expense surplus and shortfall; and providing an effective date.
10. Consideration and action on Ordinance # 837-24 amending Chapter 12 "Traffic and Vehicles", Article 12.04 "Parking" and adding Article 12.07 Golf Carts and Off-Highway Vehicles".
11. Consideration and action on removing and/or appointing member(s) to the Aubrey Parks and Recreation Board. (Susan McCormack Resignation)

Department Updates and Discussion:

1. Administration & Finance:
 - None
2. Library:
 - Annual Report
 - Programs and Services

- Presentation on Public School and Home-School based programs
- 3. Fire Department:
 - Station Updates
 - New Fire Vehicle
- 4. Police Department:
 - Library/Community Center Renovation Updates
- 5. Public Works:
 - Update on Water Wells
 - Park Projects
- 6. Human Resources:
 - None
- 7. Municipal Development:
 - None

Future Agenda Requests: Council or Board Members, City Staff, and Citizens may request items to be included on future agendas. Discussion is limited to what the request is for, and if and when the item can be put on a future agenda.

*****EXECUTIVE SESSION***** In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:

1. **Section 551.071(1) and (2) Consultation with Attorney.** For Council to seek the advice of its attorney about pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
 - Hidden Lake Development
 - Duck Point Development
 - Project 38
 - Sod Farm Easement
 - Fire Station No 2 Construction Bid
 - CCN Acquisition
 - Options for Traffic Control at the Pine Ridge and Highway 377 Intersection
 - *City of Aubrey, Texas and Town of Providence Village, Texas v. Denton County Fresh Water Supply District 8-A, et al*, Cause No. 24-1985-431, Denton County, Texas
2. **Section 551.072 Real Property.** Deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
 - Project 38
 - Sod Farm Easement

Motion to Recess into Executive Session.

Reconvene into Open Session: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider and take appropriate action, if any, regarding any items discussed in Executive Session.

1. Consideration and action on awarding a bid for the construction of Fire Station Number 2 and authorize the City Manager to negotiate the final contract and execute same.
2. Consideration and action on options for traffic control at the intersection of Pine Ridge and Highway 377.

-ADJOURN-

I, Jenny Hicks, City Secretary, certify that this Notice of Meeting was posted, per the Open Meetings Act, on the official bulletin board at the City Hall of the City of Aubrey, Texas and on the City's website at www.aubreytx.gov in accordance with Chapter 551, Texas Government Code, and shall remain posted until the meeting is adjourned.

I certify that the attached notice and agenda of items to be considered by the City Council of the City of Aubrey, Texas was removed by me from the official bulletin board of the City of Aubrey, Texas, 107 South Main St, Aubrey, Texas on the _____ day of _____, 2024.

(The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to consult with its attorney regarding any of the matters listed on this document, as authorized by Texas Government Code Section 551.071 Consultation with Attorney.)

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (940) 440-9343 for further information.



CITY OF AUBREY

Mental Health Month Proclamation

WHEREAS addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the City of Aubrey; and

WHEREAS the citizens of the City of Aubrey value their overall health and that of their families and fellow citizens and are proud to support observances such as Mental Health Month and Children's Mental Health Awareness Day; and

WHEREAS one in five adults has a diagnosable mental health condition; and

WHEREAS half of Denton County parents are not familiar with mental health services in their community; and

WHEREAS the need for comprehensive, coordinated mental health services for individuals and families placed upon our community is a critical responsibility; and

WHEREAS there is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and

WHEREAS each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the burden of mental health concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and

WHEREAS the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way of Denton County and the Wellness Alliance for Total Children's Health of Denton County led by Cook Children's, through their unique partnership and prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, and families in our community; and

WHEREAS it is appropriate that a month should be set apart each year for the direction of our thoughts toward mental health education and the support of treatment and recovery; and

WHEREAS it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and

THEREFORE, BE IT RESOLVED that, I, Chris Rich, Mayor of the City of Aubrey, do hereby proclaim May 2024 as

"Mental Health Month"

and May 9th, 2024 as

"Children's Mental Health Awareness Day"

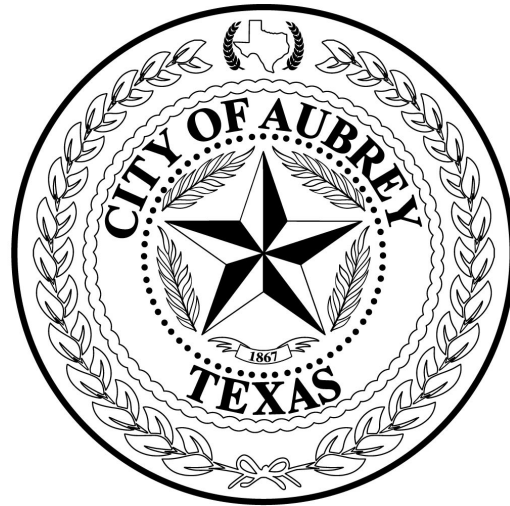
and I call upon our citizens and all agencies and organizations interested in meeting every person's mental health needs to unite this month in the observance of such exercises as will commit the people of Aubrey to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people mental health conditions.

Proclaimed this 25th day of April, 2024.

Chris Rich, Mayor
City of Aubrey, Texas

CITY COUNCIL MEETING MINUTES

Aubrey City Hall
107 S. Main St
Aubrey, TX 76227
March 28, 2024
6:00 PM



Call to Order - Determine if a Quorum is Present:

The meeting was called to order at 6:00 p.m.

Present: Jeff Perry, Chuck Fikes, Randy Jones, Matt Jones

Absent: Erin Allen

Staff Present: City Attorney Patricia Adams, City Manager Charles Kreidler, City Secretary Jenny Huckabee, Finance Director Mike English, Fire Chief Eric Schlotter, Police Chief Richard Brooks, Director of Development Services and Public Works Leanne Wilson, HR Director Shaena Williams, Administrative Assistant Christy Sayer, Municipal Development Director Christine Gossett, Planner Cate Ball, Planner Helen-Eve Beadle

Invocation & Pledge of Allegiance:

Council Member Jeff Perry offered the invocation and led the Pledge of Allegiance.

Community Announcements:

- Fire Department Life Saving Awards were presented to Captain Jason Brazil, Engineer Preston Brooks, Engineer Kyle Covington, Firefighter John Shaw, Firefighter Grant Beste, and Firefighter Bailey Schlereth and to Police Sergeant Evan Ishmael, Battalion Chief Richard Bowling, Captain Jason Brazil, Firefighter Chase McClurg, Firefighter John Shaw, and Firefighter Emily Hesse.
- Police Officer Cade Manint and Police Officer Cameron Baxter were sworn-in.
- Charles Kreidler announced the April 3rd joint meeting with Aubrey ISD, spoke regarding the new agenda software, and introduced Riley Podleski as the Assistant to the City Manager.

Citizen Input: None

Consent Items:

1. Minutes of the February 22, 2024 City Council meeting
2. Approve Monthly Staff Reports
3. Approve Monthly Financial Report
4. Consideration and action on an Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Service System agreement, authorizing the Mayor and City Manager to execute the same on behalf of the City of Aubrey.
5. Approve an Ordinance amending Chapter 12, "Traffic and Vehicles", Section 12.05.001 "Penalty", Section 12.05.002 "Routes Designated", Section 12.05.003 "Use Required: Signage", and Section 12.05.004 "Exclusions" to adopt a new Truck Route; providing a penalty not to exceed \$500 for each violation; and providing an effective date. (*Ordinance No 829-24*)
6. Receive a report, hold a discussion, and take action on an Engineering Professional Services Agreement for Water Ground Storage Tank Rehabilitation with Plummer Associates and authorize the City Manager to execute.
7. Approve an Interlocal Cooperation Agreement between the City of Aubrey and Clear Sky Municipal Utility District of Denton County for Fire Protection and Emergency Medical Services.
8. Approve an Interlocal Cooperation Agreement between the City of Aubrey and Clear Sky Municipal Utility District of Denton County for Police and Emergency Response Services.

Council Member Chuck Fikes made a motion to approve the consent agenda. Council Member Randy Jones seconded. Motion carried unanimously.

New Business: New items previously requested for consideration.

1. Presentation, discussion and action to accept the Fiscal Year 2023 Audit from Whitley Penn, LLP.

Lauren Eaton, Whitley Penn Senior Auditor, presented information.

Council Member Jeff Perry made a motion to approve. Council Member Chuck Fikes seconded. Motion Passed (4:0) .

2. Consider and act on a Site Plan for Aubrey 377 Addition, Block A, Lot 2R, being

2.0984 acres of land situated in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas located immediately east of US 377 south of Concho Street and north of Surveyors Road. *Applicant: Sterling Aubrey Retail, LLC*

Cate Ball provided information.

Council Member Chuck Fikes made a motion to approve. Council Member Jeff Perry seconded. Motion Passed (4:0).

3. Consider and act on a Final Plat of Aubrey 377 Addition, Block A, Lot 2R, being a replat of Block A Lot 2, 2.0984 acres of land situated in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas, located immediately east of US 377 south of Concho Street and north of Surveyors Road. *Applicant: Sterling Aubrey Retail, LLC*

Cate Ball provided information.

Council Member Jones made a motion to approve with conditions. Council Member Jones seconded. Motion Passed (4:0) .

Conditions:

1. Per Article 2, Section 1.06, proof of property owner's authorized agent
 2. Per Article 11, Appendix B.a. Final Plat Checklist, the plat is missing the required signatures.
4. Consider and act on a Minor Plat of Gilliland Acres, being 2.00 acres in the Francisco Trevino Survey, Abstract 1243, in the City of Aubrey Extraterritorial Jurisdiction, Denton County, Parcel ID 241600, generally located at 10429 Redfearn Road. *Applicant: Denise Gilliland*

Cate Ball provided information.

Council Member Randy Jones made a motion to approve. Council Member Chuck Fikes seconded. Motion Passed (4:0) .

5. Hold Public Hearing, consider and act on an Ordinance amending Exhibit 14A, the "Zoning Ordinance," of Chapter 14, "Zoning" of the Aubrey Code of Ordinances to authorize a new land use type of "Package Store for Alcoholic Beverage Sales" with an approved a Specific Use Permit (SUP) for property located in the Commercial (C) District, to provide for a definition of Package Store, to adopt other provisions relative to the use and SUP; providing a penalty; and providing an effective date.

Helen-Eave Beadle provided information.

The Public Hearing opened at 6:40 p.m. and closed at 6:48 p.m. There were no speakers.

Council Member Matt Jones made a motion to approve. Council Member Chuck Fikes seconded. Motion Passed (4:0). (*Ordinance No 830-24*)

6. Hold Public Hearing, consider and act on an Ordinance amending Exhibit 14A, the "Zoning Ordinance" of Chapter 14, "Zoning" of the Aubrey Code of Ordinances to allow a Specific Use Permit (SUP) authorizing a Package Store for Alcoholic

Beverage Sales, to be located and operated at 928 S US 377, Suite 110, Aubrey, Denton County, Texas; providing a penalty for violation; and providing an effective date. The property is zoned Commercial (C).

Helen-Eave Beadle provided information.

The Public Hearing opened at 6:50 p.m. and closed at 6:57 p.m.

Ryan Brown, 7175 Rhoads Rd, spoke during the public hearing regarding the distance to the vape store next door.

Council Member Jeff Perry made a motion to Approve. Council Member Chuck Fikes seconded. Motion Passed (4:0). (*Ordinance No. 836-24, SUP 24-001-C*)

7. Hold Public Hearing, consider and act on an Ordinance annexing approximately 25.148 acres of land located at 1817 Spring Hill Road and out of the Francisco Trevino Survey, Abstract No. 1243, Denton County Parcel ID 52100, into the City Limits of the City of Aubrey, adopting a municipal services agreement; and providing an effective date. *Applicant: Pretium Capital, LLC*

Helen-Eave Beadle provided information.

The Public Hearing opened at 6:58 p.m. and closed at 6:59 p.m. There were no speakers.

Council Member Matt Jones made a motion to Approve. Council Member Jeff Perry seconded. Motion Passed (4:0). (*Ordinance No 832-24*)

8. Hold Public Hearing, consider and act on an Ordinance on a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with General Retail (GR) and Government Uses on approximately 25.148 acres of land located at 1817 Spring Hill Road. Denton County Parcel ID 52100

Helen-Eave Beadle provided information.

The Public Hearing opened at 7:00 p.m. and closed at 7:04 p.m. There were no speakers.

Council Member Matt Jones made a motion to approve. Council Member Randy Jones seconded. Motion Passed (4:0). (*Ordinance No. 831-24*)

9. Consideration and action on a Preliminary Plat for the Loyd Property (Project 53), for 300 Residential Lots, 1 Lift Station lot, 4 Open Space Lots, 1 Public Park Lot, 1 General Retail Lot, 1 City Dedicated General Retail Lot, being 47.275 acres of land situated in the J. Bridges Jr. Survey, Abstract No. 36, within the City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas. The property is generally located west of FM 2931, north of Frontier Parkway, and east of the future Silverado Parkway.

Helen-Eave Beadle provided information.

Council Member Matt Jones made a motion to approve subject to the Planning and Zoning Commission's recommendation. Council Member Jeff Perry seconded. Motion Passed (4:0).

Condition: Provide for open space/park parking spaces as off-street spaces and are not shared with the street right-of-way.

10. Consideration and action on a Preliminary Plat for High Country Phase 10, for 2 Lots, being 30.312 acres situated in the James Bridges, Jr. Survey, Abstract No. 36, within the City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas. The property is generally located west of McNatt Road, north and south of the future Frontier Parkway, south of Ike Byrom Road.

Helen-Eave Beadle provided information.

Council Member Matt Jones made a motion to approve. Council Member Randy Jones seconded. Motion Passed (4:0).

11. Consider and act on a Preliminary Plat for Sandbrock Ranch Phase 14, being 26.210 acres of land situated in the William Lumpkin Survey, Abstract No. 730 and the Frederick H. Pollard Survey, Abstract No. 995, City of Aubrey ETJ, Denton County, Texas located between FM 2931 and FM 1385, and south of FM 428 and Overbrook Parkway. *Applicant: Horizon Deer Creek Development Corp.*

Cate Ball provided information.

Council Member Jeff Perry made a motion to approve with conditions. Jeff Perry seconded. Motion Passed (4:0).

Condition: Per Article 11, Appendix B.a. Final Plat Checklist, the plat is missing required signatures.

12. Consider and act on a Preliminary Plat for Sandbrock Ranch Phases 15 and 16, being 75.771 acres of land situated in the William Lumpkin Survey, Abstract No. 730, City of Aubrey ETJ, Denton County, Texas located between FM 2931 and FM 1385, and south of FM 428 and Overbrook Parkway. *Applicant: Horizon Deer Creek Development Corp.*

Cate Ball provided information.

Council Member Matt Jones made a motion to approve with the condition that the comments from Upper Trinity Regional water District are met. Council Member Randy Jones seconded. Motion Passed (4:0).

13. Consideration and action on an Ordinance amending Article 1.02, "Administration" of Chapter 1, "General Provisions" of the Aubrey Code of Ordinances to adopt an Official Boundary Map of the City, including the extraterritorial jurisdiction; authorizing Staff to amend the Map as approved by Council, providing for the maintenance of an Official Copy of the Map; and providing an effective date.

Charles Kreidler provided information.

Council Member Matt Jones made a motion to approve. Council Member Chuck Fikes seconded. Motion Passed (4:0) . *Ordinance No. 833-24*

14. Consideration and action on an Ordinance amending various sections of Appendix

“A”, Fee Schedule” in order to amend fees related to building, miscellaneous permits and inspection fees, contractor registration, moving buildings, business, code enforcement, utilities, water rates, planning and development fees, public infrastructure fees, and animal control fees; and providing an effective date.

Leanne Wilson provided information.

Council Member Matt Jones made a motion to approve. Council Member Jeff Perry seconded. Motion Passed (4:0) . *Ordinance No 834-24*

15. Consideration and action on an Ordinance amending Chapter 4 “Business Regulations” to amend and adopt new provisions as part of Article 4.02 “Alcoholic Beverages” to allow the sale and consumption of certain alcoholic beverages on City property during Special Events held or sponsored by the City; providing a penalty for violation; and providing an effective date.

Leanne Wilson provided information.

Council Member Jeff Perry made a motion to approve. Council Member Chuck Fikes seconded. Motion Passed (4:0). *Ordinance No 835-24*

16. Consideration and action approving the 2024 Consumer Price Index adjustment to municipal telecommunications right-of-way access line rates.

Mike English provided information.

Council Member Matt Jones made a motion to approve. Council Member Randy Jones seconded. Motion Passed (4:0) .

17. Discussion and direction regarding setting a date for a Special Meeting of the City Council.

Direction was received to set the Special Meeting date for April 18, 2024 at 6:00 p.m.

18. Receive a presentation from the Fire Chief regarding Aubrey Fire Department provision of fire protection and emergency medical services to citizens and special districts, mutual aid, existing fire plan and general service information discussion regarding same.

Charles Kreidler and Chief Eric Schlotter provided information. No action taken. Felicia Pacewicz, 1801 Gold Mine Tr, spoke regarding concerns of the District's change in contracts.

Department Updates and Discussion:

1. Administration & Finance:
 - None

2. Library:
 - Programs and Outreach; Closure Dates
3. Fire Department:
 - Update on Fire Stations 2 and 3
4. Police Department:
 - update on Library & Community Center remodel
5. Public Works:
 - Update on Water Wells
6. Humans Resources:
 - None
7. Municipal Development:
 - None

Future Agenda Requests: None

*****EXECUTIVE SESSION***** In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:

Section 551.071(1) and (2) Consultation with Attorney. For Council to seek the advice of its attorney about pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:

- Fire District Interlocal Agreements
- Project 38
- Sod Farm Easement
- Municipal Development District Purchase of Property on Highway 377
- Personnel Policies
- Off Highway Vehicle Statutes

Section 551.072 Real Property. Deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Land Acquisition – Project 38
- Sod Farm Easement
- Municipal Development District Purchase of Property on Highway 377

Section 551.071 (2) and 551.074 Personnel Matters. Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and Deliberation regarding the

appointment, employment, evaluation, reassignment, duties, discipline or dismissal of public officer or employee or to hear a complaint or charge against an officer or employee:

- City Secretary (Goals)
- City Manager (Duties and Organizational Structure)

Motion to Recess into Executive Session.

Council Member Randy Jones made a motion to Adjourn into Executive Session at 9:03 p.m. Council Member Matt Jones seconded. Motion Passed (4:0).

Reconvene into Open Session: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider and take appropriate action, if any, regarding any items discussed in Executive Session.

Council Member Jeff Perry left the meeting during Executive Session at 9:48 p.m.

City Council reconvened into open session at 11:10 p.m.

Council Member Chuck Fikes made a motion to direct the City Manager to proceed as discussed in closed session regarding the MDD purchase of property on Highway 377. Council Member Matt Jones seconded. Motion Passed (3:0) with Council Member Jeff Perry absent.

Council Member Matt Jones made a motion to direct the City Manager to proceed with organizational staffing changes for the police department and to bring back an updated personnel plan at the next meeting. Council Member Chuck Fikes seconded. Motion passed (3:0) with Council Member Perry absent.

-ADJOURN-

The meeting was adjourned at 11:11 p.m.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 22nd day of February, 2024.

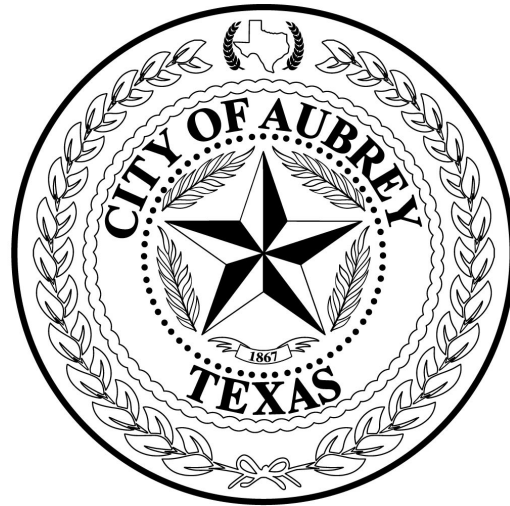
Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

City Council Meeting Minutes

Aubrey ISD Board Room
415 Tisdell Ln.
Aubrey, TX 76227
April 3, 2024
6:30 PM



Call to Order - Determine if a Quorum is Present:

The meeting was called to order at 6:33 PM.

Present: Jeff Perry, Erin Allen, Chuck Fikes, Randy Jones, Chris Rich, Matt Jones

Invocation & Pledge of Allegiance

Community Announcements: None

Citizen Input: None

Agenda Items:

1. Meet with the Aubrey Independent School District Board of Trustees to discuss future developments, future school sites, and growth.

Discussion and presentation by Dr. Shannon Saylor of the Aubrey ISD school district updates and growth, followed by City Manager Charles Kriedler on updates on city projects and development. Chief Schlotter gave fire department updates on new fire department buildings and Chief Brooks gave police department updates and discussed new speed limits. Discussions were held between the city council and the school board following up on items discussed in both presentations on development, growth, and future meetings.

-ADJOURN-

The meeting was adjourned at 8:41 PM.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 22nd day of February, 2024.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

City Council Special Meeting Minutes

Aubrey City Hall
107 S. Main St
Aubrey, TX 76227
April 18, 2024
6:00 PM



The meeting was called to order at 6:06 PM.

Present: Jeff Perry, Erin Allen, Chuck Fikes, Chris Rich, Matt Jones Absent:

Randy Jones

Staff Present: City Manager Charles Kreidler, City Secretary Jenny Hicks, Finance Director Mike English, Fire Chief Eric Schlotter, Police Chief Richard Brooks, HR Director Shaena Williams, Municipal Development Director Christine Gossett

Invocation & Pledge of Allegiance:

Council member Jeff Perry offered the Invocation and led the Pledge of Allegiance.

Community Announcements:

- Chief Brooks announced the Police Department will be participating in the National Pharmaceutical Take-Back Day on April 27th.
- Charles Kreidler announced the first of the Summer Music Series Concerts will be on April 27th beginning at 5:30 pm.
- Angie Rich, of Gunter TX, announced her candidacy for the Mustang SUD board.

Citizen Input: None

New Business: New items previously requested for consideration.

1. Conduct the first public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a certain ± 1.078 acre tract of land being a part of the existing 60-foot wide right-of-way of Redfearn Road and the new variable width right-of-way on the east side of US

Highway 377, south of Redfearn Road, situated in the F. Trevino Survey, Abstract No. 1243, Denton, County Texas and the associated right-of-way.

The Public Hearing opened at 6:12 p.m. and closed at 6:13 p.m.

Charles Kreidler provided information. There were no speakers.

2. Consideration and action on awarding a bid for the construction of Fire Station Number 2 and authorize the City Manager to negotiate the final contract and execute same.

Charles Kreidler provided information.

Council Member Jeff Perry made a motion to table until the April 25th meeting. Council Member Matt Jones seconded. Motion Passed (4:0).

3. Consideration and action on a Resolution authorizing the purchase of real property on Highway 377 by the Aubrey Municipal Development District.

Christine Gossett provided information.

Council Member Erin Allen made a motion to approve the purchase. Council Member Jeff Perry seconded. Motion Passed (4:0).

4. Consideration and action on a Landscape Maintenance Agreement with TxDOT for landscape improvements along FM 428 (S. Main Street) from E. Mulberry Street to Plum Street.

Charles Kreidler provided information.

Council Member Erin Allen made a motion to Approve. Council Member Jeff Perry seconded. Motion Passed (4:0).

Council Member Jeff Perry requested an item on the next agenda that the Library Director provide a presentation regarding programs available for public and home school.

-ADJOURN- The meeting was adjourned at 6:16 PM.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 22nd day of February, 2024.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

City of Aubrey - Municipal Court Report

March 2024 Report

New Cases Filed	
March-Traffic	118
March-Non Traffic	9

Final Disposition	
March-Traffic	96
March-Non Traffic	7

Warrants	
Issued	28
Cleared	17
Pending	1319

Total Fines Collected	
March-State	\$11,105.00
March-City	\$18,706.00

Fiscal YTD Collected	
YTD - State	\$ 45,892.00
YTD - City	\$ 67,736.00



City of Aubrey - Police Department

March 2024 Statistical Report



Calls for Police Service		% + / -
March 2024	688	-6%
March 2023	730	
YTD - 2024	1,141	-46%
YTD - 2023	2,100	

Calls for Service - Dispatched		% + / -
March 2024	500	-1%
March 2023	507	
YTD - 2024	1,359	-7%
YTD - 2023	1,465	

Calls for Service - Officer Initiated		% + / -
March 2024	188	-16%
March 2023	223	
YTD - 2024	470	-26%
YTD - 2023	635	

Calls for Service By Area

Aubrey		% + / -
March 2024	194	-29%
March 2023	273	
YTD - 2024	486	-37%
YTD - 2023	767	

Providence Village		% + / -
March 2024	249	0%
March 2023	249	
YTD - 2024	681	-7%
YTD - 2023	735	

Sandbrook		% + / -
March 2024	45	22%
March 2023	37	
YTD - 2024	131	16%
YTD - 2023	113	

Silverado		% + / -
March 2024	88	-15%
March 2023	104	
YTD - 2024	229	-16%
YTD - 2023	272	

Winn Ridge		% + / -
March 2024	102	76%
March 2023	58	
YTD - 2024	251	31%
YTD - 2023	191	

Outside ETJ		% + / -
March 2024	22	144%
March 2023	9	
YTD - 2024	49	123%
YTD - 2023	22	

Criminal Offenses/Arrests

Criminal Offenses		% + / -
March 2024	54	-2%
March 2023	55	
YTD - 2024	159	-9%
YTD - 2023	175	

Arrests		% + / -
March 2024	29	16%
March 2023	25	
YTD - 2024	86	-9%
YTD - 2023	95	

Motor Vehicle Crashes - Aubrey

Non-Injury Crashes		% +/-
March 2024	10	43%
March 2023	7	
YTD - 2024	22	57%
YTD - 2023	14	

Injury Crashes		% +/-
March 2024	3	-40%
March 2023	5	
YTD - 2024	6	-40%
YTD - 2023	10	

Motor Vehicle Crashes - Providence Village

Non-Injury Crashes		% +/-
March 2024	4	-20%
March 2023	5	
YTD - 2024	14	8%
YTD - 2023	13	

Injury Crashes		% +/-
March 2024	2	100%
March 2023	1	
YTD - 2024	7	75%
YTD - 2023	4	

Traffic Stops and Citations

Traffic Stops		% +/-
March 2024	1,116	33%
March 2023	838	
YTD - 2024	2,872	44%
YTD - 2023	1,991	

Warnings		% +/-
March 2024	1,038	23%
March 2023	844	
YTD - 2024	2,611	61%
YTD - 2023	1,622	

Total Citations		% +/-
March 2024	540	31%
March 2023	411	
YTD - 2024	1,331	19%
YTD - 2023	1,119	

Citations - Aubrey		% +/-
March 2024	222	31%
March 2023	170	
YTD - 2024	594	29%
YTD - 2023	461	

Citations - Providence Village		% +/-
March 2024	182	17%
March 2023	156	
YTD - 2024	436	-6%
YTD - 2023	463	

Citations - JP 5		% +/-
March 2024	136	60%
March 2023	85	
YTD - 2024	301	57%
YTD - 2023	192	

Top 10 Calls			
Type of Call	Providence Village	Aubrey	Total
Suspicious Activity	33	44	77
Alarm	20	43	63
Disturbance	19	24	43
Welfare Concern	13	30	43
Noise Complaint	6	35	41
Traffic Crash	9	22	31
Animal Complaint	9	16	25
Motorist Assist	7	15	22
Vehicle Complaint	4	16	20
Forgery	6	13	19

Neighborhood Safety Initiative		% +/-
March 2024	6,844	36%
March 2023	5,046	
YTD - 2024	21,974	74%
YTD - 2023	12,662	

Providence Village Data

Close Patrols - Providence Village		% + / -
March 2024	2,413	16%
March 2023	2,073	
YTD - 2024	8,108	69%
YTD - 2023	4,800	

Walk Through - Providence Village		% + / -
March 2024	70	-7%
March 2023	75	
YTD - 2024	256	8%
YTD - 2023	238	

Total - Providence Village		% + / -
March 2024	2,483	16%
March 2023	2,148	
YTD - 2024	8,364	66%
YTD - 2023	5,038	

Department Data

Percentage - Crime/Order Maintenance/Service Calls		
Top 10 Calls Total		384
Crime	41	11%
Service Calls	322	84%
Order Maintenance	21	5%
Reported Crime	54	8%

Authorized Strength		% + / -
Sworn - Authorized	32	94%
Sworn - Current	30	
Civilian Authorized	2	100%
Civilian - Current	2	

Criminal Investigations Statistical Data

CID Case Assignment		% + / -
March 2024	39	-19%
March 2023	48	
YTD - 2024	126	85%
YTD - 2023	68	

Patrol Case Assignment		% + / -
March 2024	25	-4%
March 2023	26	
YTD - 2024	63	-7%
YTD - 2023	68	

CID Arrests		% + / -
March 2024	4	33%
March 2023	3	
YTD - 2024	19	138%
YTD - 2023	8	

Case Status - Cleared by Arrest		% + / -
March 2024	29	-3%
March 2023	30	
YTD - 2024	82	-9%
YTD - 2023	90	

Case Status - Suspended		% + / -
March 2024	19	90%
March 2023	10	
YTD - 2024	68	134%
YTD - 2023	29	

Case Status - Cleared by Exception		% + / -
March 2024	3	50%
March 2023	0	
YTD - 2024	7	75%
YTD - 2023	4	

Case Status - Unfounded		% + / -
March 2024	2	0%
March 2023	2	
YTD - 2024	9	50%
YTD - 2023	6	

Cases - Open		% + / -
Yearly Total	224	



City of Aubrey
Departmental Report
Library

To: City Council Members

From: Brittany McLain, Library Manager

RE: Departmental Report - March 2024

Monthly Report			March 2024	Fiscal Year to date
People & Activity	New Cards Issued	85		510
	Number of Patrons	2993		15627
	Patrons per Hour (Average)	18		16.5
	Volunteer Hours / Persons	50/6		215/7
	Number of Days Open	21		116
	Number of Hours Open	170		955
Material Usage	Total Items checked out	9803		50461
	Items per Hour (Average)	58		318
	Adult Material Checked Out	1185		6393
	Juvenile Material Checked Out	7016		35269
	Self-Checkout Use	280		833
	Digital Materials Checked Out	1602		8799
	Interlibrary shipped	197		1089
	Interlibrary received	204		1152
	Reference	287		1564
	Computer Sessions	187		894
	Computer Usage (hours)	163		814
Programs	Community Center Event Hrs	3		51
	Total Number of Programs	32		213
	Total Program Attendance	497		2973

Previous Month ▾

Mar 1, 2024 - Mar 31, 2024 ▾

08:00

MM:SS
Average First
Apparatus Travel Time

12:55

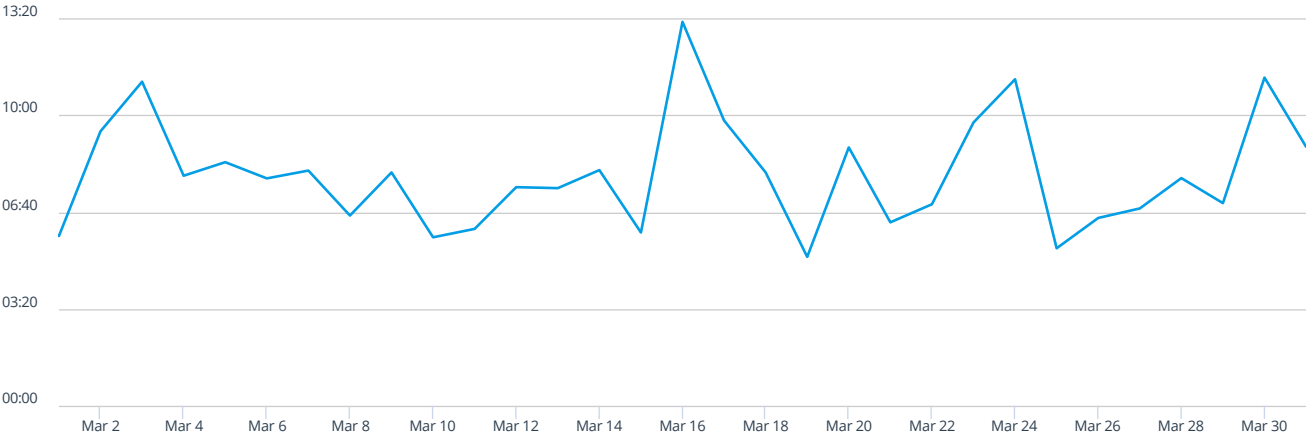
MM:SS
90th Percentile First
Apparatus Travel Time

31

DAYS
In Selected Time Slice

373

INCIDENTS
In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	3/3/24	3/10/24	3/17/24	3/24/24	3/31/24	4/7/24	4/14/24	4/21/24	4/28/24	5/5/24	5/12/24	5/19/24	5/26/24	Total
00:00 - 03:59	8	13	17	23	12									73
04:00 - 07:59	14	35	36	26	41									152
08:00 - 11:59	14	23	20	18	22									97
12:00 - 15:59	2	9	4	9	9									33
16:00 - 29:59	2	1	4	5	1									13
30:00 - 1:29:59	1		1	2	1									5
Total	41	81	82	83	86									373
Exceptions														94

Previous Month ▾

Mar 1, 2024 - Mar 31, 2024 ▾

00:49

MM:SS

Average First Apparatus Turnout Time

01:35

MM:SS

90th Percentile First Apparatus Turnout Time

31

DAYS

In Selected Time Slice

463

INCIDENTS

In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	3/3/24	3/10/24	3/17/24	3/24/24	3/31/24	4/7/24	4/14/24	4/21/24	4/28/24	5/5/24	5/12/24	5/19/24	5/26/24	Total
00:00 - 00:29	14	29	37	31	30									141
00:30 - 00:59	10	37	45	39	37									168
01:00 - 01:29	16	21	12	27	22									98
01:30 - 01:59	5	7	9	7	15									43
02:00 - 02:59		1	2	2	6									11
03:00 - 04:59	1													1
05:00 - 09:59				1										1
Total	46	95	105	107	110									463
Exceptions														4



City of Aubrey - Public Works

March 2024 Activity Report

Water Production MG

Mar-24	11,173,600
Feb-24	10,877,100
Jan-24	10,182,300
Daily Average Gal	358,144

Wastewater Treatment MG

Mar-24	10,714,000
Feb-24	8,519,000
Jan-24	8,751,000
Daily Average Gal	310,933

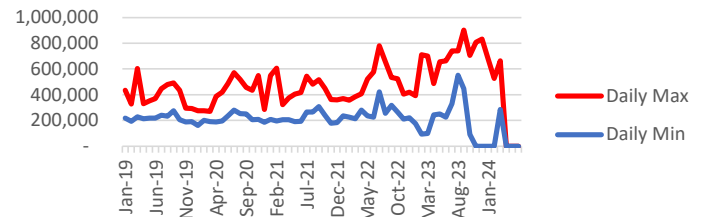
Work Orders

Water & Sewer Maintenance	12
Cut-offs Non Payment	10
Street Repairs & Signs	10
Line Locates	62
Billing and Meters	100
Total	182

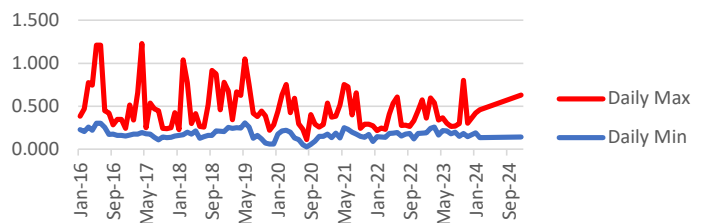
Projects

Public works Building	Driveway done, Furniture put in place
Rockhill well	Well failed, new pump and motor scheduled for April
High Pointe Phase 1A	Onsite utilities complete, will start paving next month
High Pointe Phase 1B	Onsites started
Pecan Creek Lift Station	Working on punchlist for project completion
WWTP Expansion	Plan to bid first of May
24" Sewer Line	Complete
Keeneland	New builds have started

Water Effluent Flow
Gallons



Wastewater Effluent Flow
MG



Fees Collected

December	
Water Impact	\$36,666.00
Sewer Impact	\$41,633.00
Roadway Impact	\$25,612.95
Parks Fee	\$36,000.00
Total	\$139,911.95

March 2024 Activity Report

No. Permits Issued

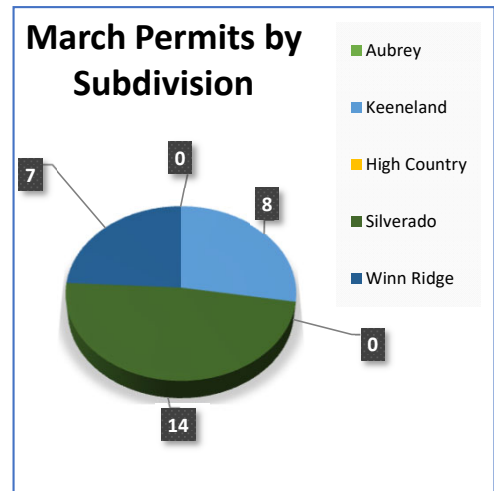
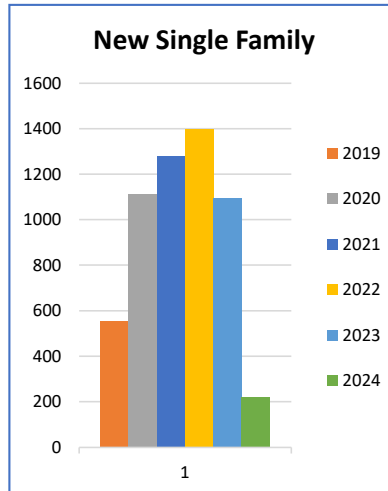
New Single Family	29
Residential Misc	201
Commercial	18
Variance or Zoning Change	6
Total	254

Fees Collected

New Single Family	\$ 221,831.95
Residential Misc	\$ 30,527.00
Commercial	\$ 38,790.02
Variance or Zoning	\$ 7,060.00
Total	\$ 298,208.97

Annual New Single Family

2019	556
2020	1,113
2021	1,279
2022	1,400
2023 YTD	1,095
2024 YTD	218
2019 - 2024 Total:	5,661



Total House Count



Location	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
Winn Ridge	1490	1504	1510	1568	1563	1602
Silverado	2469	2331	2365	2630	2684	2746
Aspen Meadows	296	309	308	309	302	306
Sandbrock	1291	1250	1266	1346	1354	1376

Project Status

Aubrey Retail, Lot 2	Site Plan and Final Plat deemed complete; site plan approved, final plat approved with conditions.
High Country, Phase 10	Preliminary Plat received; deemed complete. Approved.
Knockout Liquor	Package store for Alcoholic Beverage Sales with an approved SUP, approved.
Loyd Tract (Project 53)	Preliminary Plat received; deemed complete. Motion approved with conditions to provide open space/park, parking spaces as off street spaces not shared with the ROW.
Sandbrock Ranch, Phase 14	Preliminary Plat received; deemed complete. Motion to approve with conditions.
Sandbrock Ranch, Phase 15 & 16	Preliminary Plats received; deemed complete. Motion to approve with conditions that the comments from UTRWD are me
Trivedi Park (1817 Spring Hill)	Ordinance for annexing 25.148 acres, approved. Zoning change from unzoned to PD with GR and Government Use, approv



MARCH 2024 – STAFF Report
Aubrey Municipal Development District
Christine Gossett – Executive Director



Business Development, Retention/Expansion, Training, and Networking:

- *Meetings On-Going:* City Directors' weekly staff meeting; Aubrey MDD Board Meeting; City Council Meeting.
- *Networking and Education On-Going -* Attended the Aubrey Area Chamber Luncheon (3/21)
- *Business Recruitment/Retention & Expansion, Prospects, Brokers/Commercial Developers –* Business visits to Spring Market and Blue Diamond; business visit for grant application; meeting/calls with 2 commercial brokers.

Marketing – On-Going and New Projects:

- *Maps and Website:* On-going updates to Aubrey Story Map, ETJ/Planned Developments map, and MDD website.
- *Social media/Facebook:* Manage regular posts on activities, area business and local posts.
- *Data and Analytics:* Regular review of data and trends in Placer AI and ZacTax. Data is updated and used for demographic reports and sales and sales tax activity in Aubrey's trade area.

MDD Building Maintenance Updates:

- A&M Plumbing and City public works staff checked a leak and recommended solutions for bathroom in office.

Business Activity and Property Availability Updates:

- No business openings or closings this month.
- Commercial Property for Sale/Lease/Build-to-Suit updates in March:



Available: Aubrey Creek Retail – 1001 US-377: 2000 +/- SF retail space and 2 pad sites available each 9,000 sf

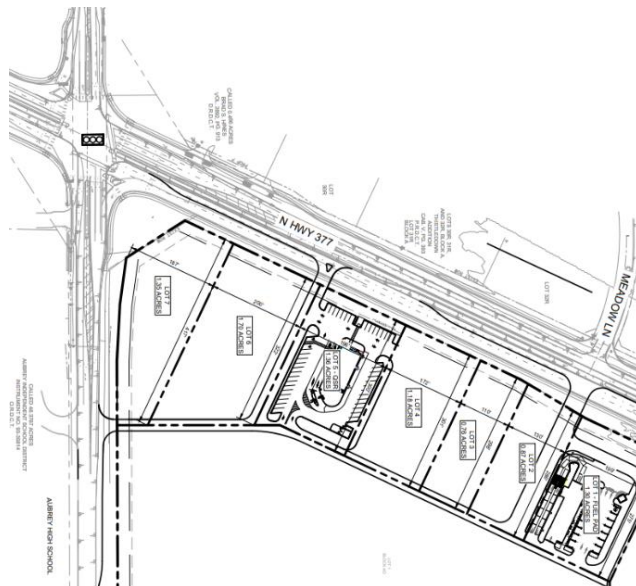


Available for sale or lease:
 Former restaurant - 204-208 Main St: 5,130 SF (2,088 & 2,610 each)



Available/Coming Soon: Pine Ridge North - 501 Pine Ridge: 2 pad sites: 1 retail; 1 restaurant.

Coming Soon: High Pointe Ranch Commercial – Springhill at US-377.
 Preliminary concept: 5 available pad sites: .75 acres (1); 1 acre (3); 1.55 acres (1)





Monthly Cash Activity

(Unaudited)

March 2024

FUND: ALL

DATES: 3/01/2024- 3/31/2024

ACCT: ALL

TYPE: ALL CASH

ACCOUNT NO#	CHECKS	DEPOSITS	SVC CHARGE	INTEREST	MISC.	NET CHANGE	BALANCE
101-11-000-00	0.00	439,762.38CR	0.00	6,704.35	495,251.88CR	928,309.91CR	1,207,788.08
101-11-000-10	0.00	0.00	0.00	0.00	0.00	0.00	200.00
101-11-000-20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-11-000-58	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-11-000-84	27,095.35	2,040,740.63	0.00	8,845.56	1,290,936.01CR	785,745.53	3,160,482.43
101-11-000-90	0.00	20,980.30CR	0.00	24,824.29	0.00	3,843.99	5,302,201.79
101-11-027-87	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-11-000-84	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201-11-000-00	0.00	120,383.95	0.00	451.65	35,692.01CR	85,143.59	118,972.14
201-11-000-10	0.00	0.00	0.00	0.00	0.00	0.00	200.00
201-11-000-84	0.00	250,808.17	0.00	0.00	70,092.18CR	180,715.99	942,324.99
201-11-000-85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201-11-000-90	0.00	0.00	0.00	344.09	0.00	344.09	74,364.45
201-11-000-91	0.00	2,852.53	0.00	0.00	0.00	2,852.53	616,488.13
201-11-000-95	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201-11-012-73	0.00	0.00	0.00	5.10	0.00	5.10	1,132.51
201-11-032-89	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202-11-000-84	0.00	296,880.66	0.00	0.00	88,282.42CR	208,598.24	8,076,639.41CR
202-11-000-85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202-11-000-91	0.00	0.00	0.00	3,714.84	0.00	3,714.84	802,846.58
202-11-036-37	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-11-000-84	0.00	161,836.74	0.00	0.00	157,533.68CR	4,303.06	210,558.89CR
205-11-000-85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
301-11-000-00	0.00	293,237.47CR	0.00	2,716.92	0.00	290,520.55CR	372,144.80
301-11-000-84	0.00	304,488.24	0.00	0.00	304,488.24CR	0.00	23,372.51CR
301-11-000-90	0.00	0.00	0.00	325.44	0.00	325.44	70,328.05
401-11-000-00	0.00	0.00	0.00	205.55	0.00	205.55	45,653.27
401-11-000-70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-11-000-84	0.00	2,263.28	0.00	0.00	1,058.44	3,321.72	20,471.27
401-11-058-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-11-000-00	0.00	873,548.82	0.00	2,491.94	0.00	876,040.76	891,626.32
403-11-000-00	0.00	0.00	0.00	1,823.26	0.00	1,823.26	404,959.80
404-11-000-00	0.00	0.00	0.00	1.15	0.00	1.15	254.48
404-11-000-50	0.00	95,900.00	0.00	9,153.29	0.00	105,053.29	2,058,592.86
404-11-000-60	0.00	31,344.00	0.00	19,204.70	0.00	50,548.70	4,176,791.10
404-11-000-70	0.00	10,548.00	0.00	14,247.62	0.00	24,795.62	3,088,034.89
404-11-000-90	0.00	0.00	0.00	1,967.11	0.00	1,967.11	425,132.90
405-11-000-00	0.00	125,507.25CR	0.00	5,368.40	0.00	120,138.85CR	1,151,876.60
405-11-000-84	0.00	125,507.25	0.00	0.00	153,246.65CR	27,739.40CR	355,224.11CR
406-11-000-00	0.00	0.00	0.00	6.76	0.00	6.76	1,502.22
406-11-000-41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-11-000-42	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-11-000-43	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-11-000-84	0.00	0.00	0.00	0.00	34,859.46CR	34,859.46CR	625,801.49
501-11-000-00	0.00	0.00	0.00	5.19	0.00	5.19	1,151.65
501-11-000-55	0.00	0.00	0.00	484.31	0.00	484.31	104,669.25
501-11-000-56	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-11-000-58	0.00	0.00	0.00	1,809.17	0.00	1,809.17	401,830.26
501-11-000-59	0.00	0.00	0.00	35,703.78	0.00	35,703.78	7,716,286.14

FUND: ALL

DATES: 3/01/2024- 3/31/2024

ACCT: ALL

TYPE: ALL CASH

ACCOUNT NO#	CHECKS	DEPOSITS	SVC CHARGE	INTEREST	MISC.	NET CHANGE	BALANCE
501-11-000-60	0.00	834,674.94CR	0.00	24,411.50	0.00	810,263.44CR	4,980,038.73
501-11-000-61	0.00	0.00	0.00	25,601.77	0.00	25,601.77	5,533,042.38
501-11-000-84	27,095.35CR	706,325.81	0.00	0.00	616,176.96CR	63,053.50	3,604,398.11
501-11-000-90	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-11-008-38	0.00	0.00	0.00	2,780.22	0.00	2,780.22	600,863.77
501-11-026-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
601-11-000-00	0.00	83.40	0.00	0.00	0.00	83.40	18,523.55
601-11-000-84	0.00	7,708.23	0.00	0.00	7,952.98CR	244.75CR	704,244.74
701-11-000-00	0.00	75,342.88	0.00	2,616.64	0.00	77,959.52	598,058.57
701-11-000-84	0.00	336.45	0.00	0.00	7,724.22CR	7,387.77CR	115,082.46CR
701-11-000-90	0.00	0.00	0.00	11,183.27	0.00	11,183.27	2,416,924.60
701-11-088-41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
801-11-000-00	0.00	88,650.12	0.00	260.99	100,000.12CR	11,089.01CR	12,262.63
801-11-000-84	0.00	88,137.58CR	0.00	0.00	88,722.62	585.04	62,707.91CR
802-11-000-00	0.00	0.00	0.00	0.00	0.00	0.00	203,803.26
802-11-000-01	0.00	0.00	0.00	0.00	0.00	0.00	1,457,348.31
802-11-000-02	0.00	0.00	0.00	0.00	0.00	0.00	1,104,449.62
802-11-000-05	0.00	0.00	0.00	0.00	0.00	0.00	1,176,506.46
802-11-000-06	0.00	0.00	0.00	0.00	0.00	0.00	282,321.25
802-11-000-07	0.00	0.00	0.00	0.00	0.00	0.00	0.00
803-11-000-01	0.00	0.00	0.00	0.00	0.00	0.00	904,058.10
901-11-000-00	1,701,768.56CR	2,988,612.06	0.00	8,845.56	957,600.29CR	338,088.77	1,745,937.80
** TOTALS **	1,701,768.56CR	6,381,861.30	0.00	216,104.42	4,230,056.04CR	666,141.12	50,283,305.04

----- AVERAGE DAILY BALANCES -----

ACCOUNT	AVERAGE BALANCE
101 11-000-00	1,438,203.06
101 11-000-10	200.00
101 11-000-20	0.00
101 11-000-58	0.00
101 11-000-84	2,783,308.98
101 11-000-90	5,340,992.10
101 11-027-87	0.00
200 11-000-84	0.00
201 11-000-00	97,602.64
201 11-000-10	200.00
201 11-000-84	836,932.72
201 11-000-85	0.00
201 11-000-90	74,031.46
201 11-000-91	613,727.62
201 11-000-95	0.00
201 11-012-73	1,127.57
201 11-032-89	0.00
202 11-000-84	8,191,226.38CR
202 11-000-85	0.00
202 11-000-91	799,251.57
202 11-036-37	0.00
205 11-000-84	241,626.55CR
205 11-000-85	0.00
301 11-000-00	594,360.51

FUND: ALL

DATES: 3/01/2024- 3/31/2024

ACCT: ALL

TYPE: ALL CASH

----- AVERAGE DAILY BALANCES -----

ACCOUNT	AVERAGE BALANCE
301 11-000-84	23,372.51CR
301 11-000-90	70,013.11
401 11-000-00	45,454.35
401 11-000-70	0.00
401 11-000-84	19,581.03
401 11-058-24	0.00
402 11-000-00	551,066.83
403 11-000-00	403,195.35
404 11-000-00	253.37
404 11-000-50	1,969,302.58
404 11-000-60	4,131,917.39
404 11-000-70	3,065,400.16
404 11-000-90	423,229.25
405 11-000-00	1,187,167.58
405 11-000-84	347,258.47CR
406 11-000-00	1,495.68
406 11-000-41	0.00
406 11-000-42	0.00
406 11-000-43	0.00
406 11-000-84	654,390.38
501 11-000-00	1,146.63
501 11-000-55	104,200.56
501 11-000-56	0.00
501 11-000-58	400,079.45
501 11-000-59	7,681,734.09
501 11-000-60	5,225,664.68
501 11-000-61	5,508,266.47
501 11-000-84	3,632,077.11
501 11-000-90	0.00
501 11-008-38	598,173.23
501 11-026-00	0.00
601 11-000-00	18,442.84
601 11-000-84	702,942.31
701 11-000-00	578,643.67
701 11-000-84	110,590.95CR
701 11-000-90	2,406,102.08
701 11-088-41	0.00
801 11-000-00	53,080.82
801 11-000-84	67,380.73CR
802 11-000-00	203,803.26
802 11-000-01	1,457,348.31
802 11-000-02	1,104,449.62
802 11-000-05	1,176,506.46
802 11-000-06	282,321.25
802 11-000-07	0.00
803 11-000-01	904,058.10
901 11-000-00	1,561,763.55

DATES: 3/01/2024- 3/31/2024

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
General Fund						
101-11-000-00	General Fund Cas	2,136,097.99	845,304.21	1,773,614.12CR	1,207,788.08	1,438,203.06
101-11-000-10	Cash on hand - C	200.00	0.00	0.00	200.00	200.00
101-11-000-20	EMS Federal Govt	0.00	0.00	0.00	0.00	0.00
101-11-000-58	Cash in bank - T	0.00	0.00	0.00	0.00	0.00
101-11-000-84	Claim on Cash Ge	2,374,736.90	2,810,993.30	2,025,247.77CR	3,160,482.43	2,783,308.98
101-11-000-90	Investment Accou	5,298,357.80	141,635.99	137,792.00CR	5,302,201.79	5,340,992.10
101-11-027-87	Municipal Saving	0.00	0.00	0.00	0.00	0.00
FUND 101 TOTAL		9,809,392.69	3,797,933.50	3,936,653.89CR	9,670,672.30	9,562,704.14
Utility Fund Pooled						
200-11-000-84	Water/Sewer/Tras	0.00	0.00	0.00	0.00	0.00
FUND 200 TOTAL		0.00	0.00	0.00	0.00	0.00
Water Fund						
201-11-000-00	Water Fund Cash	33,828.55	255,211.69	170,068.10CR	118,972.14	97,602.64
201-11-000-10	Cash Drawer	200.00	0.00	0.00	200.00	200.00
201-11-000-84	Claim on Cash Wa	761,609.00	514,070.90	333,354.91CR	942,324.99	836,932.72
201-11-000-85	Water Claim on O	0.00	0.00	0.00	0.00	0.00
201-11-000-90	Investment Accou	74,020.36	344.09	0.00	74,364.45	74,031.46
201-11-000-91	Water Impact Fee	613,635.60	2,852.53	0.00	616,488.13	613,727.62
201-11-000-95	Cash - CO Keenel	0.00	0.00	0.00	0.00	0.00
201-11-012-73	Cash in bank - W	1,127.41	5.10	0.00	1,132.51	1,127.57
201-11-032-89	Cash in bank - T	0.00	0.00	0.00	0.00	0.00
FUND 201 TOTAL		1,484,420.92	772,484.31	503,423.01CR	1,753,482.22	1,623,622.01
Sewer Fund						
202-11-000-84	Claim on Cash Se	8,285,237.65CR	298,855.47	90,257.23CR	8,076,639.41CR	8,191,226.38CR
202-11-000-85	Sewer Claim on O	0.00	0.00	0.00	0.00	0.00
202-11-000-91	Sewer Impact Fee	799,131.74	3,714.84	0.00	802,846.58	799,251.57
202-11-036-37	Sewer Reserve ca	0.00	0.00	0.00	0.00	0.00
FUND 202 TOTAL		7,486,105.91CR	302,570.31	90,257.23CR	7,273,792.83CR	7,391,974.81CR
Solid Waste Fund						
205-11-000-84	Claim on Cash Ga	214,861.95CR	162,680.29	158,377.23CR	210,558.89CR	241,626.55CR
205-11-000-85	Trash Claim on O	0.00	0.00	0.00	0.00	0.00
FUND 205 TOTAL		214,861.95CR	162,680.29	158,377.23CR	210,558.89CR	241,626.55CR

DATES: 3/01/2024- 3/31/2024

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
Debt Service Fund						
301-11-000-00	Debt Service Cas	662,665.35	13,967.69	304,488.24CR	372,144.80	594,360.51
301-11-000-84	Claim on Cash De	23,372.51CR	304,488.24	304,488.24CR	23,372.51CR	23,372.51CR
301-11-000-90	Investment Accou	70,002.61	325.44	0.00	70,328.05	70,013.11
FUND 301 TOTAL		709,295.45	318,781.37	608,976.48CR	419,100.34	641,001.11
Special Revenue Fund						
401-11-000-00	Special Revenue	45,447.72	205.55	0.00	45,653.27	45,454.35
401-11-000-70	Cash in bnk - Ho	0.00	0.00	0.00	0.00	0.00
401-11-000-84	Claim on Cash Sp	17,149.55	3,321.72	0.00	20,471.27	19,581.03
401-11-058-24	Seizure Fund Cas	0.00	0.00	0.00	0.00	0.00
FUND 401 TOTAL		62,597.27	3,527.27	0.00	66,124.54	65,035.38
TIRZ Jackson Ridge						
402-11-000-00	TIRZ Cash	15,585.56	876,040.76	0.00	891,626.32	551,066.83
FUND 402 TOTAL		15,585.56	876,040.76	0.00	891,626.32	551,066.83
Impact Fees						
403-11-000-00	Impact Fees Cash	403,136.54	1,823.26	0.00	404,959.80	403,195.35
FUND 403 TOTAL		403,136.54	1,823.26	0.00	404,959.80	403,195.35
Development Fees						
404-11-000-00	Development Fees	253.33	1.15	0.00	254.48	253.37
404-11-000-50	Investment Acct-	1,953,539.57	105,053.29	0.00	2,058,592.86	1,969,302.58
404-11-000-60	Investment acct-	4,126,242.40	50,548.70	0.00	4,176,791.10	4,131,917.39
404-11-000-70	Investment Acct-	3,063,239.27	24,795.62	0.00	3,088,034.89	3,065,400.16
404-11-000-90	Investment Accou	423,165.79	139,759.11	137,792.00CR	425,132.90	423,229.25
FUND 404 TOTAL		9,566,440.36	320,157.87	137,792.00CR	9,748,806.23	9,590,102.75
Grant Fund						
405-11-000-00	Grant Fund Cash	1,272,015.45	5,368.40	125,507.25CR	1,151,876.60	1,187,167.58
405-11-000-84	Claim on Cash Gr	327,484.71CR	125,507.25	153,246.65CR	355,224.11CR	347,258.47CR
FUND 405 TOTAL		944,530.74	130,875.65	278,753.90CR	796,652.49	839,909.11

DATES: 3/01/2024- 3/31/2024

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
Holding Acct Dev Agreemts						
406-11-000-00	Developer Cash H	1,495.46	6.76	0.00	1,502.22	1,495.68
406-11-000-41	Cash - Union Mai	0.00	0.00	0.00	0.00	0.00
406-11-000-42	Cash - Union Lif	0.00	0.00	0.00	0.00	0.00
406-11-000-43	Cash - Union ETJ	0.00	0.00	0.00	0.00	0.00
406-11-000-84	Claim on Cash Ho	660,660.95	0.00	34,859.46CR	625,801.49	654,390.38
FUND 406 TOTAL		662,156.41	6.76	34,859.46CR	627,303.71	655,886.06
Capital Projects Fund						
501-11-000-00	Capital Projects	1,146.46	5.19	0.00	1,151.65	1,146.63
501-11-000-55	Vehicle Replacem	104,184.94	484.31	0.00	104,669.25	104,200.56
501-11-000-56	Project 38 Fund	0.00	0.00	0.00	0.00	0.00
501-11-000-58	Cash - Tax Notes	400,021.09	1,809.17	0.00	401,830.26	400,079.45
501-11-000-59	Cash - CO 2022 P	7,680,582.36	35,703.78	0.00	7,716,286.14	7,681,734.09
501-11-000-60	Cash - CO 2023 K	5,790,302.17	24,411.50	834,674.94CR	4,980,038.73	5,225,664.68
501-11-000-61	Cash - CO 2024 S	5,507,440.61	25,601.77	0.00	5,533,042.38	5,508,266.47
501-11-000-84	Claim on Cash Ca	3,541,344.61	834,674.94	771,621.44CR	3,604,398.11	3,632,077.11
501-11-000-90	Investment Accou	0.00	0.00	0.00	0.00	0.00
501-11-008-38	Cash - Water Bon	598,083.55	2,780.22	0.00	600,863.77	598,173.23
501-11-026-00	Cash in LOGIC -	0.00	0.00	0.00	0.00	0.00
FUND 501 TOTAL		23,623,105.79	925,470.88	1,606,296.38CR	22,942,280.29	23,151,342.22
NAVO FWSD Fund						
601-11-000-00	FWSD Cash	18,440.15	83.40	0.00	18,523.55	18,442.84
601-11-000-84	Claim on Cash NA	704,489.49	7,791.63	8,036.38CR	704,244.74	702,942.31
FUND 601 TOTAL		722,929.64	7,875.03	8,036.38CR	722,768.29	721,385.15
MDD						
701-11-000-00	MDD Cash	520,099.05	153,975.30	76,015.78CR	598,058.57	578,643.67
701-11-000-84	Claim on Cash MD	107,694.69CR	1,586.45	8,974.22CR	115,082.46CR	110,590.95CR
701-11-000-90	Investment Accou	2,405,741.33	11,183.27	0.00	2,416,924.60	2,406,102.08
701-11-088-41	EDC cash	0.00	0.00	0.00	0.00	0.00
FUND 701 TOTAL		2,818,145.69	166,745.02	84,990.00CR	2,899,900.71	2,874,154.80
Employee Benefit Trust						
801-11-000-00	Employee Benefit	23,351.64	89,423.65	100,512.66CR	12,262.63	53,080.82
801-11-000-84	Claim on Cash EB	63,292.95CR	89,332.66	88,747.62CR	62,707.91CR	67,380.73CR
FUND 801 TOTAL		39,941.31CR	178,756.31	189,260.28CR	50,445.28CR	14,299.91CR

DATES: 3/01/2024- 3/31/2024

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
Jackson Ridge PID						
802-11-000-00	Cash Collection	203,803.26	0.00	0.00	203,803.26	203,803.26
802-11-000-01	Cash in Wilmingt	1,457,348.31	0.00	0.00	1,457,348.31	1,457,348.31
802-11-000-02	Cash in Wilmingt	1,104,449.62	0.00	0.00	1,104,449.62	1,104,449.62
802-11-000-05	Cash in Wilmingt	1,176,506.46	0.00	0.00	1,176,506.46	1,176,506.46
802-11-000-06	Cash in Wilmingt	282,321.25	0.00	0.00	282,321.25	282,321.25
802-11-000-07	Cash in Wilmingt	0.00	0.00	0.00	0.00	0.00
	FUND 802 TOTAL	4,224,428.90	0.00	0.00	4,224,428.90	4,224,428.90
Winn Ridge South PID						
803-11-000-01	Cash in Wilmingt	904,058.10	0.00	0.00	904,058.10	904,058.10
	FUND 803 TOTAL	904,058.10	0.00	0.00	904,058.10	904,058.10
Pooled Cash Fund						
901-11-000-00	Pooled Cash	1,407,849.03	3,413,555.54	3,075,466.77CR	1,745,937.80	1,561,763.55
	FUND 901 TOTAL	1,407,849.03	3,413,555.54	3,075,466.77CR	1,745,937.80	1,561,763.55
	REPORT TOTALS	49,617,163.92	11,379,284.13	10,713,143.01CR	50,283,305.04	49,721,754.19
		=====	=====	=====	=====	=====



Revenue/Expense by Fund

(Unaudited)

March 2024

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	82,000	28,717.52	74,572.69	0.00	7,427.31	90.94
Taxes	4,937,000	496,129.57	4,234,141.65	0.00	702,858.35	85.76
Grants	2,500	0.00	65,842.88	0.00	(63,342.88)	2,633.72
Donations	6,000	22,779.70	277,818.53	0.00	(271,818.53)	4,630.31
Charges for Services	8,110,192	692,800.02	4,295,786.71	0.00	3,814,405.29	52.97
Permits	2,650,500	48,741.90	1,337,958.52	0.00	1,312,541.48	50.48
Miscellaneous	635,000	63,448.62	416,551.66	0.00	218,448.34	65.60
TOTAL GENERAL REVENUE	16,423,192	1,352,617.33	10,702,672.64	0.00	5,720,519.36	65.17
TOTAL REVENUE	16,423,192	1,352,617.33	10,702,672.64	0.00	5,720,519.36	65.17
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Administration

Personnel	851,863	61,258.29	366,073.12	0.00	485,789.88	42.97
Materials & Supplies	17,000	847.19	5,744.31	0.00	11,255.69	33.79
Repairs & Maintenance	53,500	269.00	14,610.19	4,140.98	34,748.83	35.05
Utilities	23,000	(458.79)	10,718.94	0.00	12,281.06	46.60
Contract Services	444,500	77,377.36	135,939.86	0.00	308,560.14	30.58
Fees & Other Services	130,500	34,528.55	129,270.92	0.00	1,229.08	99.06
Miscellaneous	45,000	2,702.55	14,479.38	94,015.44	(63,494.82)	241.10
TOTAL Administration	1,565,363	176,524.15	676,836.72	98,156.42	790,369.86	49.51

Police Department

Personnel	2,295,026	155,861.20	967,503.72	0.00	1,327,522.28	42.16
Materials & Supplies	175,232	12,965.37	62,616.88	3,541.01	109,074.11	37.75
Repairs & Maintenance	46,299	8,283.39	34,834.24	0.00	11,464.76	75.24
Utilities	24,583	2,192.40	12,017.90	0.00	12,565.10	48.89
Contract Services	59,121	840.00	30,031.70	0.00	29,089.30	50.80
Fees & Other Services	97,347	1,967.40	39,620.16	0.00	57,726.84	40.70
Public Safety	161,350	12,895.40	86,023.95	21,829.07	53,496.98	66.84
Miscellaneous	0	5.00	65,846.88	0.00	(65,846.88)	0.00
TOTAL Police Department	2,858,958	195,010.16	1,298,495.43	25,370.08	1,535,092.49	46.31

Fire Department

Personnel	5,347,181	351,889.50	2,357,788.63	0.00	2,989,392.37	44.09
Materials & Supplies	389,891	39,740.12	192,350.86	45,800.71	151,739.43	61.08
Repairs & Maintenance	486,592	28,026.07	409,622.33	19,057.26	57,912.41	88.10
Utilities	59,580	4,006.85	26,342.20	0.00	33,237.80	44.21
Contract Services	55,700	914.50	19,959.78	0.00	35,740.22	35.83
Fees & Other Services	162,151	1,737.73	60,588.61	0.00	101,562.39	37.37
Public Safety	90,893	19,497.16	41,753.20	0.00	49,139.80	45.94
Miscellaneous	0	0.00	0.00	25,774.00	(25,774.00)	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Debt Service	95,436	7,952.98	47,717.88	0.00	47,718.12	50.00
TOTAL Fire Department	6,687,424	453,764.91	3,156,123.49	90,631.97	3,440,668.54	48.55
AAA						
Streets Department						
Personnel	311,960	6,948.99	137,172.08	0.00	174,787.92	43.97
Materials & Supplies	21,650	2,143.00	19,203.32	0.00	2,446.68	88.70
Repairs & Maintenance	21,000	13,638.14	50,832.09	7,979.27 (	37,811.36)	280.05
Utilities	35,000	4,971.25	25,226.82	0.00	9,773.18	72.08
Contract Services	40,650	2,043.07	7,420.57	0.00	33,229.43	18.25
Fees & Other Services	4,713	225.00	967.38	1,568.29	2,177.33	53.80
Miscellaneous	15,000	(27,095.35)	26,587.76	8,418.00 (	20,005.76)	233.37
TOTAL Streets Department	449,973	2,874.10	267,410.02	17,965.56	164,597.42	63.42
Development Services						
Personnel	610,971	46,209.69	195,371.55	0.00	415,599.45	31.98
Materials & Supplies	16,600	2,520.43	7,015.09	0.00	9,584.91	42.26
Repairs & Maintenance	1,000	75.00	159.96	0.00	840.04	16.00
Contract Services	1,656,530	479,928.59	845,139.06	0.00	811,390.94	51.02
Fees & Other Services	23,160	803.00	29,321.56	0.00 (	6,161.56)	126.60
Miscellaneous	185,000	27,539.40	27,539.40	0.00	157,460.60	14.89
TOTAL Development Services	2,493,261	557,076.11	1,104,546.62	0.00	1,388,714.38	44.30
Court						
Personnel	76,128	5,746.64	35,135.62	0.00	40,992.38	46.15
Materials & Supplies	800	28.08	266.18	0.00	533.82	33.27
Contract Services	27,900	8,556.50	15,556.50	0.00	12,343.50	55.76
Fees & Other Services	5,685	0.00	1,974.24	0.00	3,710.76	34.73
TOTAL Court	110,513	14,331.22	52,932.54	0.00	57,580.46	47.90
Parks & Recreation						
Personnel	223,409	14,721.28	84,951.49	0.00	138,457.51	38.03
Materials & Supplies	10,300	1,050.53	3,132.87	0.00	7,167.13	30.42
Repairs & Maintenance	25,300	774.76	11,946.94	0.00	13,353.06	47.22
Utilities	3,500	328.02	1,671.44	0.00	1,828.56	47.76
Fees & Other Services	8,980	0.00	1,712.46	0.00	7,267.54	19.07
Miscellaneous	80,000	9,034.44	72,615.84	0.00	7,384.16	90.77
TOTAL Parks & Recreation	351,489	25,909.03	176,031.04	0.00	175,457.96	50.08
Library						
Personnel	262,466	19,497.46	120,602.18	0.00	141,863.82	45.95
Materials & Supplies	56,060	1,969.53	26,846.09	1,403.61	27,810.30	50.39
Repairs & Maintenance	12,280	315.00	65,892.96	0.00 (	53,612.96)	536.59
Utilities	19,548	1,342.25	7,910.47	0.00	11,637.53	40.47
Contract Services	2,100	150.00	300.00	0.00	1,800.00	14.29
Fees & Other Services	32,852	1,146.42	18,579.60	0.00	14,272.40	56.56
Miscellaneous	16,400	693.15	13,733.11	0.00	2,666.89	83.74
TOTAL Library	401,706	25,113.81	253,864.41	1,403.61	146,437.98	63.55

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Providence Village PD</u>						
Personnel	928,315	72,874.26	454,595.07	0.00	473,719.93	48.97
Materials & Supplies	89,712	2,951.35	23,862.63	4,170.14	61,679.23	31.25
Repairs & Maintenance	20,773	2,153.20	17,310.84	0.00	3,462.16	83.33
Utilities	5,655	888.35	4,084.90	0.00	1,570.10	72.24
Contract Services	3,300	0.00	1,210.00	0.00	2,090.00	36.67
Fees & Other Services	68,622	2,500.00	25,686.82	0.00	42,935.18	37.43
Public Safety	53,566	6,069.00	27,002.16	8,231.51	18,332.33	65.78
Miscellaneous	<u>0</u>	<u>0.00</u>	<u>20,798.22</u>	<u>0.00</u>	<u>(20,798.22)</u>	<u>0.00</u>
TOTAL Providence Village PD	1,169,943	87,436.16	574,550.64	12,401.65	582,990.71	50.17
<u>Community Center</u>						
<u>Non-Departmental</u>						
TOTAL EXPENSES	16,088,630	1,538,039.65	7,560,790.91	245,929.29	8,281,909.80	48.52
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	334,562	(185,422.32)	3,141,881.73	(245,929.29)	(2,561,390.44)	865.60

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
101-4000-01-4400 Fines and fees	80,000	27,976.88	72,613.74	0.00	7,386.26	90.77
101-4000-01-4410 Warrant Income	<u>2,000</u>	<u>740.64</u>	<u>1,958.95</u>	<u>0.00</u>	<u>41.05</u>	<u>97.95</u>
TOTAL Fines and Fees	82,000	28,717.52	74,572.69	0.00	7,427.31	90.94
<u>Taxes</u>						
101-4000-02-4100 Property Taxes	2,090,000	325,520.13	2,404,063.52	0.00 (	314,063.52)	115.03
101-4000-02-4130 Sales Taxes	2,000,000	170,605.51	1,132,557.44	0.00	867,442.56	56.63
101-4000-02-4140 Franchise Tax-Electric	300,000	0.00	159,209.19	0.00	140,790.81	53.07
101-4000-02-4141 Franchise Tax-Gas	15,000	0.00	5,779.90	0.00	9,220.10	38.53
101-4000-02-4142 Franchise Tax-Telephone	6,000	3.93	1,557.46	0.00	4,442.54	25.96
101-4000-02-4143 Franchise Tax-Cable TV	6,000	0.00	6,222.94	0.00 (	222.94)	103.72
101-4000-02-4144 Franchise Tax-Water	300,000	0.00	407,129.62	0.00 (	107,129.62)	135.71
101-4000-02-4146 Franchise Tax-Garbage	<u>220,000</u>	<u>0.00</u>	<u>117,621.58</u>	<u>0.00</u>	<u>102,378.42</u>	<u>53.46</u>
TOTAL Taxes	4,937,000	496,129.57	4,234,141.65	0.00	702,858.35	85.76
<u>Grants</u>						
101-4000-03-4391 Grants - Police	0	0.00	65,842.88	0.00 (	65,842.88)	0.00
101-4000-03-4393 Grants - Fire	<u>2,500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>0.00</u>
TOTAL Grants	2,500	0.00	65,842.88	0.00 (	63,342.88)	2,633.72
<u>Donations</u>						
101-4000-04-4390 Donations-Police	0	1,250.00	1,261.00	0.00 (	1,261.00)	0.00
101-4000-04-4392 Donations-Fire	0	1,250.00	251,606.71	0.00 (	251,606.71)	0.00
101-4000-04-4393 Donations-Library	<u>6,000</u>	<u>20,279.70</u>	<u>24,950.82</u>	<u>0.00</u>	<u>(18,950.82)</u>	<u>415.85</u>
TOTAL Donations	6,000	22,779.70	277,818.53	0.00 (	271,818.53)	4,630.31
<u>Charges for Services</u>						
101-4000-06-4104 Aspen Meadow Police	90,000	3,653.81	43,462.87	0.00	46,537.13	48.29
101-4000-06-4312 DC FWSD # 8A	0	13,677.48	70,132.07	0.00 (	70,132.07)	0.00
101-4000-06-4314 DC FWSD # 8B	0	14,248.05	85,337.84	0.00 (	85,337.84)	0.00
101-4000-06-4316 Providence Village WCID	0	45,757.36	270,139.52	0.00 (	270,139.52)	0.00
101-4000-06-4318 DC FWSD # 10 Elm Ridge	0	36,504.62	244,035.63	0.00 (	244,035.63)	0.00
101-4000-06-4319 Arrow Brook	0	19,935.21	102,569.99	0.00 (	102,569.99)	0.00
101-4000-06-4320 DC FWSD # 11A	0	25,071.70	123,565.53	0.00 (	123,565.53)	0.00
101-4000-06-4321 DC FWSD # 11B	0	53,770.62	132,068.32	0.00 (	132,068.32)	0.00
101-4000-06-4323 DC FWSD #11C	0	0.00	46,718.87	0.00 (	46,718.87)	0.00
101-4000-06-4370 DC FWSD Total Revenue	2,179,000	0.00	0.00	0.00	2,179,000.00	0.00
101-4000-06-4401 Providence Village Poli	1,274,388	79,000.88	637,194.00	0.00	637,194.00	50.00
101-4000-06-4402 Silverado Police	712,500	32,547.83	400,844.18	0.00	311,655.82	56.26
101-4000-06-4403 Sandbrock Police	345,750	51,485.67	195,190.10	0.00	150,559.90	56.45
101-4000-06-4404 DISD SRO	0	0.00	27,198.13	0.00 (	27,198.13)	0.00
101-4000-06-4420 Accident Reports	500	42.00	294.00	0.00	206.00	58.80
101-4000-06-4480 Library fines & fees	500	103.99	236.76	0.00	263.24	47.35
101-4000-06-4481 Public Services - copie	1,500	399.55	1,026.69	0.00	473.31	68.45
101-4000-06-4482 Denton Co Library Pledg	22,500	0.00	2,500.00	0.00	20,000.00	11.11
101-4000-06-4483 Krugerville Library ILA	10,000	0.00	5,000.00	0.00	5,000.00	50.00
101-4000-06-4484 Cross Roads Library ILA	5,000	0.00	0.00	0.00	5,000.00	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
101-4000-06-4485 Providence Village Libr	32,500	0.00	0.00	0.00	32,500.00	0.00
101-4000-06-4486 Silverado Library Fee	7,000	0.00	11,240.00	0.00 (	4,240.00)	160.57
101-4000-06-4501 Community Building rent	13,000	0.00	1,790.00	0.00	11,210.00	13.77
101-4000-06-4730 Denton County Pledge Fi	10,000	0.00	0.00	0.00	10,000.00	0.00
101-4000-06-4732 Denton Co Medic	364,585	0.00	0.00	0.00	364,585.00	0.00
101-4000-06-4735 Denton Co Fire Runs	900,000	107,100.00	503,500.00	0.00	396,500.00	55.94
101-4000-06-4741 Krugerville ILA Fire	165,000	0.00	41,908.75	0.00	123,091.25	25.40
101-4000-06-4742 Silverado Fire	855,000	40,699.85	430,195.52	0.00	424,804.48	50.32
101-4000-06-4744 Sandbrock Fire	221,000	23,545.33	145,359.93	0.00	75,640.07	65.77
101-4000-06-4745 Aspen Meadow Fire	108,000	4,574.52	56,936.72	0.00	51,063.28	52.72
101-4000-06-4746 Oak Point ILA EMS	24,619	0.00	50,469.00	0.00 (	25,850.00)	205.00
101-4000-06-4748 Krugerville ILA EMS	17,850	0.00	0.00	0.00	17,850.00	0.00
101-4000-06-4749 Insurance Billing EMS	750,000	140,681.55	666,872.29	0.00	83,127.71	88.92
TOTAL Charges for Services	8,110,192	692,800.02	4,295,786.71	0.00	3,814,405.29	52.97
<u>Permits</u>						
101-4000-07-4200 Building Permits	1,100,000	68,415.00	452,692.32	0.00	647,307.68	41.15
101-4000-07-4210 Plan Review fees	1,300,000 (	49,383.10)	767,056.20	0.00	532,943.80	59.00
101-4000-07-4220 Inspection fees	225,000	26,730.00	99,265.00	0.00	125,735.00	44.12
101-4000-07-4250 Contractor registration	7,500	770.00	2,695.00	0.00	4,805.00	35.93
101-4000-07-4260 Other Permit fee	2,000	710.00	3,470.00	0.00 (	1,470.00)	173.50
101-4000-07-4290 Health Permits	15,000	1,200.00	10,800.00	0.00	4,200.00	72.00
101-4000-07-4310 Demolition Permits	0	300.00	300.00	0.00 (	300.00)	0.00
101-4000-07-4320 Sign Permit	1,000	0.00	1,200.00	0.00 (	200.00)	120.00
101-4000-07-4330 Solicitation permit	0	0.00	360.00	0.00 (	360.00)	0.00
101-4000-07-4350 Alcohol Permit	0	0.00	120.00	0.00 (	120.00)	0.00
TOTAL Permits	2,650,500	48,741.90	1,337,958.52	0.00	1,312,541.48	50.48
<u>Miscellaneous</u>						
101-4000-09-4430 All Admin Fees	185,000	11,970.00	87,835.00	0.00	97,165.00	47.48
101-4000-09-4435 City Event Fees	80,000	10,500.00	22,055.00	0.00	57,945.00	27.57
101-4000-09-4500 Interest Income	250,000	40,618.95	224,200.44	0.00	25,799.56	89.68
101-4000-09-4540 Other Income	0	359.67	785.50	0.00 (	785.50)	0.00
101-4000-09-4550 Gain on sale of assets	0	0.00	18,604.62	0.00 (	18,604.62)	0.00
101-4000-09-4800 Insurance Proceeds	20,000	0.00	63,071.10	0.00 (	43,071.10)	315.36
101-4000-09-5630 DC SRO Reimbursement	100,000	0.00	0.00	0.00	100,000.00	0.00
TOTAL Miscellaneous	635,000	63,448.62	416,551.66	0.00	218,448.34	65.60
<u>Contingency/FB</u>						
TOTAL REVENUE	16,423,192	1,352,617.33	10,702,672.64	0.00	5,720,519.36	65.17

101-General Fund

DEPARTMENT - Administration

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5101-01-5101 Salaries	704,000	52,159.02	302,362.30	0.00	401,637.70	42.95
101-5101-01-5105 Overtime	2,000	135.47	1,166.84	0.00	833.16	58.34
101-5101-01-5106 Longevity	2,000	0.00	1,950.00	0.00	50.00	97.50
101-5101-01-5107 Retirement - TMRS	44,395	3,505.00	19,156.75	0.00	25,238.25	43.15
101-5101-01-5108 Payroll Tax Expense (me	9,904	748.50	4,629.49	0.00	5,274.51	46.74
101-5101-01-5109 Group Health Insurance	73,164	4,710.30	31,570.20	0.00	41,593.80	43.15
101-5101-01-5110 Workers Comp TML	1,400	0.00	648.82	0.00	751.18	46.34
101-5101-01-5621 Travel & Training	15,000	0.00	4,588.72	0.00	10,411.28	30.59
TOTAL Personnel	851,863	61,258.29	366,073.12	0.00	485,789.88	42.97
<u>Materials & Supplies</u>						
101-5101-03-5050 Office Supplies	12,000	627.92	4,725.21	0.00	7,274.79	39.38
101-5101-03-5090 Postage	5,000	219.27	1,019.10	0.00	3,980.90	20.38
TOTAL Materials & Supplies	17,000	847.19	5,744.31	0.00	11,255.69	33.79
<u>Repairs & Maintenance</u>						
101-5101-04-5120 Building Maintenance	50,000	269.00	14,001.00	4,140.98	31,858.02	36.28
101-5101-04-5121 Equipment Maintenance	1,500	0.00	567.21	0.00	932.79	37.81
101-5101-04-5122 Vehicle Maintenance	2,000	0.00	41.98	0.00	1,958.02	2.10
TOTAL Repairs & Maintenance	53,500	269.00	14,610.19	4,140.98	34,748.83	35.05
<u>Utilities</u>						
101-5101-05-5616 Utilities -Electricity	8,000 (	1,898.42)	3,028.38	0.00	4,971.62	37.85
101-5101-05-5617 Utilities -Gas	2,500	173.03	1,113.72	0.00	1,386.28	44.55
101-5101-05-5618 Utilities -Telephone	8,500	939.51	4,389.65	0.00	4,110.35	51.64
101-5101-05-5619 Utilities -Water/Sewer	4,000	327.09	2,187.19	0.00	1,812.81	54.68
TOTAL Utilities	23,000 (	458.79)	10,718.94	0.00	12,281.06	46.60
<u>Contract Services</u>						
101-5101-06-5060 Election Services	15,000	0.00	132.00	0.00	14,868.00	0.88
101-5101-06-5230 Contract Labor	3,000	0.00	231.00	0.00	2,769.00	7.70
101-5101-06-5240 Drug testing/background	2,500	67.50	648.00	0.00	1,852.00	25.92
101-5101-06-5300 Benefits Administration	20,000	2,182.54	10,532.54	0.00	9,467.46	52.66
101-5101-06-5620 Legal & Professional	400,000	74,715.32	122,322.32	0.00	277,677.68	30.58
101-5101-06-5685 Storage Building	4,000	412.00	2,074.00	0.00	1,926.00	51.85
TOTAL Contract Services	444,500	77,377.36	135,939.86	0.00	308,560.14	30.58
<u>Fees & Other Services</u>						
101-5101-07-5150 Printing	12,200	1,296.39	6,380.83	0.00	5,819.17	52.30
101-5101-07-5190 Insurance - TML	6,000	0.00	2,849.82	0.00	3,150.18	47.50
101-5101-07-5220 Advertising & Notices	5,300	362.64	1,598.50	0.00	3,701.50	30.16
101-5101-07-5260 Dues and Membership	8,000	628.99	7,154.81	0.00	845.19	89.44
101-5101-07-5280 Copier Maintenance cont	9,000	776.45	3,756.57	0.00	5,243.43	41.74
101-5101-07-5310 Tax Assessor/Collector	3,000	0.00	0.00	0.00	3,000.00	0.00
101-5101-07-5320 Appraisal District Fees	20,000	7,791.20	15,582.40	0.00	4,417.60	77.91
101-5101-07-5540 Bond Insurance	2,000	0.00	1,407.00	0.00	593.00	70.35
101-5101-07-5665 Technology	65,000	23,672.88	84,975.99	0.00 (	19,975.99)	130.73

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Administration

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
101-5101-07-5666 Bank Fees	0	0.00	5,565.00	0.00	(5,565.00)	0.00
TOTAL Fees & Other Services	130,500	34,528.55	129,270.92	0.00	1,229.08	99.06
<u>Miscellaneous</u>						
101-5101-09-5130 Community Development	30,000	244.95	2,392.27	0.00	27,607.73	7.97
101-5101-09-5132 Employee Appreciation	15,000	2,457.60	12,087.11	1,600.00	1,312.89	91.25
101-5101-09-5685 Capital Expenditures	0	0.00	0.00	92,415.44	(92,415.44)	0.00
TOTAL Miscellaneous	45,000	2,702.55	14,479.38	94,015.44	(63,494.82)	241.10
<u>Debt Service</u>						
TOTAL Administration	1,565,363	176,524.15	676,836.72	98,156.42	790,369.86	49.51

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Police Department

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5102-01-5101 Salaries	1,792,391	126,757.17	732,052.84	0.00	1,060,338.16	40.84
101-5102-01-5105 Overtime	49,335	4,649.33	22,991.74	0.00	26,343.26	46.60
101-5102-01-5106 Longevity	1,950	0.00	1,375.00	0.00	575.00	70.51
101-5102-01-5107 Retirement - TMRS	119,839	8,541.44	49,053.73	0.00	70,785.27	40.93
101-5102-01-5108 Payroll Tax Expense (me	26,733	1,838.37	11,297.39	0.00	15,435.61	42.26
101-5102-01-5109 Group Health Insurance	219,492	13,116.28	90,750.95	0.00	128,741.05	41.35
101-5102-01-5110 Workers Comp TML	52,500	0.00	47,878.51	0.00	4,621.49	91.20
101-5102-01-5621 Travel & Training	32,786	958.61	12,103.56	0.00	20,682.44	36.92
TOTAL Personnel	2,295,026	155,861.20	967,503.72	0.00	1,327,522.28	42.16
<u>Materials & Supplies</u>						
101-5102-03-5050 Office Supplies	9,212	1,757.95	4,504.35	0.00	4,707.65	48.90
101-5102-03-5051 Printing	2,500	0.00	0.00	0.00	2,500.00	0.00
101-5102-03-5080 Gas & Oil	129,000	9,470.16	43,234.24	0.00	85,765.76	33.51
101-5102-03-5081 Uniforms	25,804	1,705.26	11,674.61	0.00	14,129.39	45.24
101-5102-03-5082 Ballistic Vests	8,216	0.00	3,003.85	3,541.01	1,671.14	79.66
101-5102-03-5090 Postage	500	32.00	199.83	0.00	300.17	39.97
TOTAL Materials & Supplies	175,232	12,965.37	62,616.88	3,541.01	109,074.11	37.75
<u>Repairs & Maintenance</u>						
101-5102-04-5120 Building Maintenance	8,000	655.00	2,020.00	0.00	5,980.00	25.25
101-5102-04-5121 Equipment Maintenance	2,000	0.00	0.00	0.00	2,000.00	0.00
101-5102-04-5122 Vehicle Maintenance	36,299	7,628.39	32,814.24	0.00	3,484.76	90.40
TOTAL Repairs & Maintenance	46,299	8,283.39	34,834.24	0.00	11,464.76	75.24
<u>Utilities</u>						
101-5102-05-5616 Utilities -Electricity	3,500	322.44	1,706.26	0.00	1,793.74	48.75
101-5102-05-5618 Utilities -Telephone	18,883	1,772.36	9,715.52	0.00	9,167.48	51.45
101-5102-05-5619 Utilities -Water/Sewer	2,200	97.60	596.12	0.00	1,603.88	27.10
TOTAL Utilities	24,583	2,192.40	12,017.90	0.00	12,565.10	48.89
<u>Contract Services</u>						
101-5102-06-5240 Drug testing/background	2,700	360.00	1,330.50	0.00	1,369.50	49.28
101-5102-06-5610 Power DMS	25,371	0.00	25,371.20	0.00 (	0.20)	100.00
101-5102-06-5620 Legal and Professional	3,000	0.00	2,500.00	0.00	500.00	83.33
101-5102-06-5621 Childrens' Advocacy Cen	3,500	0.00	0.00	0.00	3,500.00	0.00
101-5102-06-5685 Storage Building - Wils	540	480.00	480.00	0.00	60.00	88.89
101-5102-06-5690 Forensic Testing	24,010	0.00	350.00	0.00	23,660.00	1.46
TOTAL Contract Services	59,121	840.00	30,031.70	0.00	29,089.30	50.80
<u>Fees & Other Services</u>						
101-5102-07-5190 Insurance - TML	28,500	0.00	13,536.65	0.00	14,963.35	47.50
101-5102-07-5220 Advertising & Notices	300	0.00	85.00	0.00	215.00	28.33
101-5102-07-5260 Dues and Memberships	2,000	0.00	515.00	0.00	1,485.00	25.75
101-5102-07-5280 Maintenance contracts	50,000	467.64	8,591.54	0.00	41,408.46	17.18
101-5102-07-5665 Technology	16,547	1,499.76	16,891.97	0.00 (	344.97)	102.08
TOTAL Fees & Other Services	97,347	1,967.40	39,620.16	0.00	57,726.84	40.70

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Police Department

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Public Safety</u>						
101-5102-08-5070 Police Supplies	13,810	1,141.00	3,760.21	1,553.55	8,496.24	38.48
101-5102-08-5071 Communications Supplies	24,683	0.00	0.00	15,709.92	8,973.08	63.65
101-5102-08-5072 Promotional Supplies	5,840	0.00	4,215.00	0.00	1,625.00	72.17
101-5102-08-5625 Ammo/Firearms/Safety Eq	18,300 (	567.60)	14,814.34	4,565.60 (	1,079.94)	105.90
101-5102-08-5626 Taser 7 Lease	5,731	0.00	3,890.40	0.00	1,840.60	67.88
101-5102-08-5686 Flock Cameras	43,700	0.00	34,700.00	0.00	9,000.00	79.41
101-5102-08-5687 Denton Cty Communicatio	49,286	12,322.00	24,644.00	0.00	24,642.00	50.00
TOTAL Public Safety	161,350	12,895.40	86,023.95	21,829.07	53,496.98	66.84
<u>Miscellaneous</u>						
101-5102-09-5633 Capital - vehicles	0	0.00 (	1.00)	0.00	1.00	0.00
101-5102-09-5685 Capital - equipment	0	5.00	65,847.88	0.00 (	65,847.88)	0.00
TOTAL Miscellaneous	0	5.00	65,846.88	0.00 (	65,846.88)	0.00
<u>Debt Service</u>						
TOTAL Police Department	2,858,958	195,010.16	1,298,495.43	25,370.08	1,535,092.49	46.31

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Fire Department

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5103-01-5101 Salaries	3,831,375	272,997.61	1,723,802.59	0.00	2,107,572.41	44.99
101-5103-01-5105 Overtime	510,500	24,664.80	161,720.43	0.00	348,779.57	31.68
101-5103-01-5106 Longevity	7,725	0.00	7,850.00	0.00 (	125.00)	101.62
101-5103-01-5107 Retirement - TMRS	282,724	19,348.10	122,126.18	0.00	160,597.82	43.20
101-5103-01-5108 Payroll Tax Expense (me	63,069	4,182.76	28,448.33	0.00	34,620.67	45.11
101-5103-01-5109 Group Health Insurance	459,888	27,938.91	196,807.05	0.00	263,080.95	42.79
101-5103-01-5110 Workers Comp TML	118,800	0.00	90,715.13	0.00	28,084.87	76.36
101-5103-01-5621 Travel/Training	73,100	2,757.32	26,318.92	0.00	46,781.08	36.00
TOTAL Personnel	5,347,181	351,889.50	2,357,788.63	0.00	2,989,392.37	44.09
<u>Materials & Supplies</u>						
101-5103-03-5080 Gas & Oil	109,800	7,208.95	45,730.36	0.00	64,069.64	41.65
101-5103-03-5081 Uniforms	114,091	25,354.35	62,943.83	39,280.99	11,866.18	89.60
101-5103-03-5090 Postage	0	30.09	177.10	0.00 (	177.10)	0.00
101-5103-03-5150 Office Supplies	6,000	118.43	9,093.51	0.00 (	3,093.51)	151.56
101-5103-03-5155 Supplies - Medic	160,000	7,028.30	74,406.06	6,519.72	79,074.22	50.58
TOTAL Materials & Supplies	389,891	39,740.12	192,350.86	45,800.71	151,739.43	61.08
<u>Repairs & Maintenance</u>						
101-5103-04-5120 Building Maintenance	50,000	16,672.21	67,170.50	14,850.03 (	32,020.53)	164.04
101-5103-04-5121 Equipment Maintenance	302,592	582.52	253,420.55	0.00	49,171.45	83.75
101-5103-04-5122 Vehicle Maintenance	134,000	10,771.34	89,031.28	4,207.23	40,761.49	69.58
TOTAL Repairs & Maintenance	486,592	28,026.07	409,622.33	19,057.26	57,912.41	88.10
<u>Utilities</u>						
101-5103-05-5616 Utilities -Electricity	16,000	1,841.00	10,961.67	0.00	5,038.33	68.51
101-5103-05-5617 Utilities -Gas	6,900	334.84	3,232.76	0.00	3,667.24	46.85
101-5103-05-5618 Utilities -Telephone	25,980	1,132.13	7,953.00	0.00	18,027.00	30.61
101-5103-05-5619 Utilities -Water/Sewer	7,600	537.89	3,352.71	0.00	4,247.29	44.11
101-5103-05-5620 Direct TV Navo	2,100	160.99	842.06	0.00	1,257.94	40.10
101-5103-05-5621 Garbage Navo	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL Utilities	59,580	4,006.85	26,342.20	0.00	33,237.80	44.21
<u>Contract Services</u>						
101-5103-06-5240 Drug testing/background	5,250	749.50	1,474.00	0.00	3,776.00	28.08
101-5103-06-5620 Legal and Professional	50,000	165.00	17,923.28	0.00	32,076.72	35.85
101-5103-06-5658 Fire Extinguishers	450	0.00	562.50	0.00 (	112.50)	125.00
TOTAL Contract Services	55,700	914.50	19,959.78	0.00	35,740.22	35.83
<u>Fees & Other Services</u>						
101-5103-07-5190 Insurance - TML	77,751	0.00	36,929.39	0.00	40,821.61	47.50
101-5103-07-5260 Dues and Memberships	12,400	0.00	5,006.32	0.00	7,393.68	40.37
101-5103-07-5280 Copier Maintenance Cont	2,000	376.05	1,298.96	0.00	701.04	64.95
101-5103-07-5660 Admin Fee Navo	30,000	0.00	2,465.00	0.00	27,535.00	8.22
101-5103-07-5665 Technology	40,000	1,361.68	14,888.94	0.00	25,111.06	37.22
TOTAL Fees & Other Services	162,151	1,737.73	60,588.61	0.00	101,562.39	37.37

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Fire Department

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Public Safety</u>						
101-5103-08-5070 Firefighting Supplies	35,000	5,523.16	13,805.20	0.00	21,194.80	39.44
101-5103-08-5687 Denton Cty Communicatio	55,893	13,974.00	27,948.00	0.00	27,945.00	50.00
TOTAL Public Safety	90,893	19,497.16	41,753.20	0.00	49,139.80	45.94
<u>Miscellaneous</u>						
101-5103-09-5685 Capital Expenditures	0	0.00	0.00	25,774.00	(25,774.00)	0.00
TOTAL Miscellaneous	0	0.00	0.00	25,774.00	(25,774.00)	0.00
<u>Debt Service</u>						
101-5103-98-5693 Capital Lease - '18 Pir	95,436	7,952.98	47,717.88	0.00	47,718.12	50.00
TOTAL Debt Service	95,436	7,952.98	47,717.88	0.00	47,718.12	50.00
TOTAL Fire Department	6,687,424	453,764.91	3,156,123.49	90,631.97	3,440,668.54	48.55

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - AAA

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
<u>Materials & Supplies</u>						
<u>Repairs & Maintenance</u>						
<u>Contract Services</u>						
<u>Fees & Other Services</u>						
<u>Public Safety</u>						
<u>Miscellaneous</u>						

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Streets Department

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5105-01-5101 Salaries	235,796	5,989.46	104,190.58	0.00	131,605.42	44.19
101-5105-01-5105 Overtime	6,000	(424.41)	3,603.62	0.00	2,396.38	60.06
101-5105-01-5106 Longevity	1,050	0.00	1,050.00	0.00	0.00	100.00
101-5105-01-5107 Retirement - TMRS	15,785	255.87	6,968.99	0.00	8,816.01	44.15
101-5105-01-5108 Payroll Tax Expense (me	3,521	270.98	1,875.93	0.00	1,645.07	53.28
101-5105-01-5109 Group Health Insurance	41,808	827.20	17,202.82	0.00	24,605.18	41.15
101-5105-01-5110 Workers Comp TML	3,000	0.00	1,390.34	0.00	1,609.66	46.34
101-5105-01-5121 Travel & Training	5,000	29.89	889.80	0.00	4,110.20	17.80
TOTAL Personnel	311,960	6,948.99	137,172.08	0.00	174,787.92	43.97
<u>Materials & Supplies</u>						
101-5105-03-5050 Office Supplies	2,000	333.39	522.37	0.00	1,477.63	26.12
101-5105-03-5080 Gas & Oil	7,000	569.61	4,007.44	0.00	2,992.56	57.25
101-5105-03-5081 Uniforms	650	0.00	1,870.57	0.00	(1,220.57)	287.78
101-5105-03-5607 Rock, Sand and Gravel	6,000	1,240.00	8,136.00	0.00	(2,136.00)	135.60
101-5105-03-5608 Chemicals Purchased	5,000	0.00	1,311.84	0.00	3,688.16	26.24
101-5105-03-5630 Tools	1,000	0.00	3,355.10	0.00	(2,355.10)	335.51
TOTAL Materials & Supplies	21,650	2,143.00	19,203.32	0.00	2,446.68	88.70
<u>Repairs & Maintenance</u>						
101-5105-04-5121 Equipment Maintenance	5,000	21.42	9,352.87	0.00	(4,352.87)	187.06
101-5105-04-5609 Street Signs	6,000	13,616.72	40,367.22	7,979.27	(42,346.49)	805.77
101-5105-04-5629 Street maintenance	10,000	0.00	1,112.00	0.00	8,888.00	11.12
TOTAL Repairs & Maintenance	21,000	13,638.14	50,832.09	7,979.27	(37,811.36)	280.05
<u>Utilities</u>						
101-5105-05-5616 Utilities - Electricity	35,000	4,971.25	25,226.82	0.00	9,773.18	72.08
TOTAL Utilities	35,000	4,971.25	25,226.82	0.00	9,773.18	72.08
<u>Contract Services</u>						
101-5105-06-5230 Outside Services	500	0.00	0.00	0.00	500.00	0.00
101-5105-06-5240 Drug testing/background	150	0.00	177.50	0.00	(27.50)	118.33
101-5105-06-5620 Legal and Professional	40,000	2,043.07	7,243.07	0.00	32,756.93	18.11
TOTAL Contract Services	40,650	2,043.07	7,420.57	0.00	33,229.43	18.25
<u>Fees & Other Services</u>						
101-5105-07-5190 Insurance - TML	1,563	0.00	742.38	0.00	820.62	47.50
101-5105-07-5220 Advertising & Public No	500	0.00	0.00	0.00	500.00	0.00
101-5105-07-5260 Dues and Memberships	650	0.00	0.00	0.00	650.00	0.00
101-5105-07-5665 Technology	2,000	225.00	225.00	1,568.29	206.71	89.66
TOTAL Fees & Other Services	4,713	225.00	967.38	1,568.29	2,177.33	53.80
<u>Miscellaneous</u>						
101-5105-09-5685 Capital - equipment	0	0.00	26,587.76	0.00	(26,587.76)	0.00
101-5105-09-5689 Capital - streets	15,000	(27,095.35)	0.00	8,418.00	6,582.00	56.12
TOTAL Miscellaneous	15,000	(27,095.35)	26,587.76	8,418.00	(20,005.76)	233.37
TOTAL Streets Department	449,973	2,874.10	267,410.02	17,965.56	164,597.42	63.42

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Development Services

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5107-01-5101 Salaries	481,829	37,383.49	146,480.26	0.00	335,348.74	30.40
101-5107-01-5105 Overtime	4,000	1,084.43	3,168.99	0.00	831.01	79.22
101-5107-01-5106 Longevity	250	0.00	250.00	0.00	0.00	100.00
101-5107-01-5107 Retirement - TMRS	31,595	2,500.43	9,947.05	0.00	21,647.95	31.48
101-5107-01-5108 Payroll Tax Expense (me	7,048	330.31	2,048.45	0.00	4,999.55	29.06
101-5107-01-5109 Group Health Insurance	73,164	4,911.03	20,995.03	0.00	52,168.97	28.70
101-5107-01-5110 Workers Comp TML	7,910	0.00	11,739.32	0.00	(3,829.32)	148.41
101-5107-01-5621 Travel/Training	5,175	0.00	742.45	0.00	4,432.55	14.35
TOTAL Personnel	610,971	46,209.69	195,371.55	0.00	415,599.45	31.98
<u>Materials & Supplies</u>						
101-5107-03-5050 Office Supplies	9,000	2,486.45	5,481.52	0.00	3,518.48	60.91
101-5107-03-5080 Gas & Oil	3,500	33.98	251.77	0.00	3,248.23	7.19
101-5107-03-5081 Uniforms	600	0.00	428.54	0.00	171.46	71.42
101-5107-03-5090 Postage	1,500	0.00	383.26	0.00	1,116.74	25.55
101-5107-03-5150 Printing	2,000	0.00	470.00	0.00	1,530.00	23.50
TOTAL Materials & Supplies	16,600	2,520.43	7,015.09	0.00	9,584.91	42.26
<u>Repairs & Maintenance</u>						
101-5107-04-5122 Vehicle Maintenance	1,000	75.00	159.96	0.00	840.04	16.00
TOTAL Repairs & Maintenance	1,000	75.00	159.96	0.00	840.04	16.00
<u>Contract Services</u>						
101-5107-06-5240 Drug testing/background	400	55.00	364.50	0.00	35.50	91.13
101-5107-06-5620 Legal and Professional	75,000	36,198.20	62,452.53	0.00	12,547.47	83.27
101-5107-06-5723 Animal Control	36,130	4,549.50	26,695.50	0.00	9,434.50	73.89
101-5107-06-5725 Mowing and clean-up	35,000	5,726.25	16,169.95	0.00	18,830.05	46.20
101-5107-06-5763 Inspectors - Bureau Ver	1,450,000	411,391.58	692,259.03	0.00	757,740.97	47.74
101-5107-06-5764 Planners	60,000	22,008.06	47,197.55	0.00	12,802.45	78.66
TOTAL Contract Services	1,656,530	479,928.59	845,139.06	0.00	811,390.94	51.02
<u>Fees & Other Services</u>						
101-5107-07-5190 Insurance - TML	1,300	0.00	617.46	0.00	682.54	47.50
101-5107-07-5220 Advertising & Notices	1,200	0.00	964.35	0.00	235.65	80.36
101-5107-07-5260 Dues and Memberships	2,160	0.00	608.00	0.00	1,552.00	28.15
101-5107-07-5665 Technology	15,000	0.00	24,600.00	0.00	(9,600.00)	164.00
101-5107-07-5762 Filing Fees	3,000	803.00	2,531.75	0.00	468.25	84.39
101-5107-07-5765 Property Liens	500	0.00	0.00	0.00	500.00	0.00
TOTAL Fees & Other Services	23,160	803.00	29,321.56	0.00	(6,161.56)	126.60
<u>Miscellaneous</u>						
101-5107-09-5685 Capital Equipment	185,000	27,539.40	27,539.40	0.00	157,460.60	14.89
TOTAL Miscellaneous	185,000	27,539.40	27,539.40	0.00	157,460.60	14.89
<u>Debt Service</u>						
TOTAL Development Services	2,493,261	557,076.11	1,104,546.62	0.00	1,388,714.38	44.30

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund
DEPARTMENT - Court

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5108-01-5101 Salaries	59,100	4,702.34	27,724.06	0.00	31,375.94	46.91
101-5108-01-5105 Overtime	1,000	0.00	529.32	0.00	470.68	52.93
101-5108-01-5106 Longevity	350	0.00	350.00	0.00	0.00	100.00
101-5108-01-5107 Retirement - TMRS	3,929	305.66	1,859.23	0.00	2,069.77	47.32
101-5108-01-5108 Payroll Tax Expense (me	877	65.74	429.99	0.00	447.01	49.03
101-5108-01-5109 Group Health Insurance	10,452	672.90	4,037.40	0.00	6,414.60	38.63
101-5108-01-5110 Workers Comp TML	120	0.00	55.62	0.00	64.38	46.35
101-5108-01-5621 Travel/Training	300	0.00	150.00	0.00	150.00	50.00
TOTAL Personnel	76,128	5,746.64	35,135.62	0.00	40,992.38	46.15
<u>Materials & Supplies</u>						
101-5108-03-5050 Office Supplies	200	0.00	36.80	0.00	163.20	18.40
101-5108-03-5090 Postage	500	28.08	229.38	0.00	270.62	45.88
101-5108-03-5150 Printing	100	0.00	0.00	0.00	100.00	0.00
TOTAL Materials & Supplies	800	28.08	266.18	0.00	533.82	33.27
<u>Repairs & Maintenance</u>						
<u>Contract Services</u>						
101-5108-06-5235 Contract Jail Services	2,900	0.00	0.00	0.00	2,900.00	0.00
101-5108-06-5620 Legal & Professional	10,000	7,156.50	7,156.50	0.00	2,843.50	71.57
101-5108-06-5765 Contract Svcs - Judge	15,000	1,400.00	8,400.00	0.00	6,600.00	56.00
TOTAL Contract Services	27,900	8,556.50	15,556.50	0.00	12,343.50	55.76
<u>Fees & Other Services</u>						
101-5108-07-5190 Insurance - TML	1,300	0.00	617.46	0.00	682.54	47.50
101-5108-07-5260 Dues and Memberships	150	0.00	85.95	0.00	64.05	57.30
101-5108-07-5540 Bond Insurance	235	0.00	0.00	0.00	235.00	0.00
101-5108-07-5665 Technology	4,000	0.00	1,270.83	0.00	2,729.17	31.77
TOTAL Fees & Other Services	5,685	0.00	1,974.24	0.00	3,710.76	34.73
<u>Debt Service</u>						
TOTAL Court	110,513	14,331.22	52,932.54	0.00	57,580.46	47.90

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Parks & Recreation

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5110-01-5101 Salaries	176,526	10,446.22	58,796.14	0.00	117,729.86	33.31
101-5110-01-5105 Overtime	3,000	798.82	4,423.59	0.00	(1,423.59)	147.45
101-5110-01-5106 Longevity	50	0.00	0.00	0.00	50.00	0.00
101-5110-01-5107 Retirement - TMRS	8,968	730.92	4,109.26	0.00	4,858.74	45.82
101-5110-01-5108 Payroll Tax Expense (me	2,000	162.87	966.28	0.00	1,033.72	48.31
101-5110-01-5109 Group Health Insurance	31,365	2,013.42	12,532.62	0.00	18,832.38	39.96
101-5110-01-5110 Workers Comp TML	1,500	0.00	1,024.22	0.00	475.78	68.28
101-5110-01-5121 Travel & Training	<u>0</u>	<u>569.03</u>	<u>3,099.38</u>	<u>0.00</u>	<u>(3,099.38)</u>	<u>0.00</u>
TOTAL Personnel	223,409	14,721.28	84,951.49	0.00	138,457.51	38.03
<u>Materials & Supplies</u>						
101-5110-03-5050 Office Supplies	6,000	933.60	957.38	0.00	5,042.62	15.96
101-5110-03-5080 Gas & Oil	1,200	116.93	266.28	0.00	933.72	22.19
101-5110-03-5081 Uniforms	600	0.00	290.52	0.00	309.48	48.42
101-5110-03-5150 Printing	400	0.00	0.00	0.00	400.00	0.00
101-5110-03-5608 Chemicals	600	0.00	0.00	0.00	600.00	0.00
101-5110-03-5630 Small Tools	1,000	0.00	1,618.69	0.00	(618.69)	161.87
101-5110-03-5903 Parts and Fittings	<u>500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>0.00</u>
TOTAL Materials & Supplies	10,300	1,050.53	3,132.87	0.00	7,167.13	30.42
<u>Repairs & Maintenance</u>						
101-5110-04-5121 Equipment Maintenance	4,500	774.76	5,017.22	0.00	(517.22)	111.49
101-5110-04-5122 Vehicle Maintenance	800	0.00	3,057.20	0.00	(2,257.20)	382.15
101-5110-04-5630 Park Maintenance	<u>20,000</u>	<u>0.00</u>	<u>3,872.52</u>	<u>0.00</u>	<u>16,127.48</u>	<u>19.36</u>
TOTAL Repairs & Maintenance	25,300	774.76	11,946.94	0.00	13,353.06	47.22
<u>Utilities</u>						
101-5110-05-5616 Utilities - Electricity	2,500	194.47	636.51	0.00	1,863.49	25.46
101-5110-05-5619 Utilities - Water/Sewer	<u>1,000</u>	<u>133.55</u>	<u>1,034.93</u>	<u>0.00</u>	<u>(34.93)</u>	<u>103.49</u>
TOTAL Utilities	3,500	328.02	1,671.44	0.00	1,828.56	47.76
<u>Contract Services</u>						
<u>Fees & Other Services</u>						
101-5110-07-5190 Insurance - TML	2,210	0.00	712.46	0.00	1,497.54	32.24
101-5110-07-5260 Memberships and Dues	770	0.00	0.00	0.00	770.00	0.00
101-5110-07-5624 Equipment Rental	2,000	0.00	0.00	0.00	2,000.00	0.00
101-5110-07-5665 Technology	<u>4,000</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>25.00</u>
TOTAL Fees & Other Services	8,980	0.00	1,712.46	0.00	7,267.54	19.07
<u>Miscellaneous</u>						
101-5110-09-5131 City Events	<u>80,000</u>	<u>9,034.44</u>	<u>72,615.84</u>	<u>0.00</u>	<u>7,384.16</u>	<u>90.77</u>
TOTAL Miscellaneous	80,000	9,034.44	72,615.84	0.00	7,384.16	90.77
TOTAL Parks & Recreation	351,489	25,909.03	176,031.04	0.00	175,457.96	50.08

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Library

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5111-01-5101 Salaries	201,890	15,266.07	92,823.89	0.00	109,066.11	45.98
101-5111-01-5105 Overtime	3,000	425.13	1,536.49	0.00	1,463.51	51.22
101-5111-01-5106 Longevity	150	0.00	150.00	0.00	0.00	100.00
101-5111-01-5107 Retirement - TMRS	9,545	901.37	5,514.50	0.00	4,030.50	57.77
101-5111-01-5108 Payroll Tax Expense (me	2,973	218.57	1,414.32	0.00	1,558.68	47.57
101-5111-01-5109 Group Health Insurance	41,808	2,686.32	18,367.92	0.00	23,440.08	43.93
101-5111-01-5110 Workers Comp TML	600	0.00	278.06	0.00	321.94	46.34
101-5111-01-5621 Travel/Training	2,500	0.00	517.00	0.00	1,983.00	20.68
TOTAL Personnel	262,466	19,497.46	120,602.18	0.00	141,863.82	45.95
<u>Materials & Supplies</u>						
101-5111-03-5050 Office Supplies	5,460	95.00	2,480.48	0.00	2,979.52	45.43
101-5111-03-5052 Library Supplies	4,000	134.01	2,020.25	0.00	1,979.75	50.51
101-5111-03-5090 Postage	2,600	20.65	144.27	0.00	2,455.73	5.55
101-5111-03-5661 Collection Development	44,000	1,719.87	22,201.09	1,403.61	20,395.30	53.65
TOTAL Materials & Supplies	56,060	1,969.53	26,846.09	1,403.61	27,810.30	50.39
<u>Repairs & Maintenance</u>						
101-5111-04-5120 Building Maintenance	9,000	315.00	65,892.96	0.00 (	56,892.96)	732.14
101-5111-04-5121 Equipment Maintenance	3,280	0.00	0.00	0.00	3,280.00	0.00
TOTAL Repairs & Maintenance	12,280	315.00	65,892.96	0.00 (	53,612.96)	536.59
<u>Utilities</u>						
101-5111-05-5616 Utilities - Electricity	13,000	918.42	4,304.00	0.00	8,696.00	33.11
101-5111-05-5618 Utilities - Telephone	4,248	323.14	1,941.17	0.00	2,306.83	45.70
101-5111-05-5619 Utilities - Water/Sewer	2,300	100.69	1,665.30	0.00	634.70	72.40
TOTAL Utilities	19,548	1,342.25	7,910.47	0.00	11,637.53	40.47
<u>Contract Services</u>						
101-5111-06-5240 Drug testing/background	300	0.00	0.00	0.00	300.00	0.00
101-5111-06-5620 Legal & Professional	300	0.00	0.00	0.00	300.00	0.00
101-5111-06-5658 Fire Extinguishers	1,500	150.00	300.00	0.00	1,200.00	20.00
TOTAL Contract Services	2,100	150.00	300.00	0.00	1,800.00	14.29
<u>Fees & Other Services</u>						
101-5111-07-5150 Printing	500	0.00	0.00	0.00	500.00	0.00
101-5111-07-5190 Insurance - TML	11,000	0.00	5,224.68	0.00	5,775.32	47.50
101-5111-07-5260 Dues and Memberships	4,352	0.00	3,537.00	0.00	815.00	81.27
101-5111-07-5280 Copier Maintenance Cont	0	236.04	458.95	0.00 (	458.95)	0.00
101-5111-07-5665 Technology	17,000	910.38	9,358.97	0.00	7,641.03	55.05
TOTAL Fees & Other Services	32,852	1,146.42	18,579.60	0.00	14,272.40	56.56
<u>Miscellaneous</u>						
101-5111-09-5130 Community Development	13,400	668.15	3,624.35	0.00	9,775.65	27.05
101-5111-09-5667 Senior Programs	3,000	25.00	846.65	0.00	2,153.35	28.22
101-5111-09-5685 Capital Equipment	0	0.00	9,262.11	0.00 (	9,262.11)	0.00
TOTAL Miscellaneous	16,400	693.15	13,733.11	0.00	2,666.89	83.74

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Library

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL Library	401,706	25,113.81	253,864.41	1,403.61	146,437.98	63.55

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Providence Village PD

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5114-01-5101 Salaries	693,243	59,091.43	360,578.22	0.00	332,664.78	52.01
101-5114-01-5105 Overtime	35,115	2,992.81	16,834.89	0.00	18,280.11	47.94
101-5114-01-5106 Longevity	1,200	0.00	975.00	0.00	225.00	81.25
101-5114-01-5107 Retirement - TMRS	46,138	4,035.48	24,595.15	0.00	21,542.85	53.31
101-5114-01-5108 Payroll Tax Expense (me	20,292	862.00	5,657.80	0.00	14,634.20	27.88
101-5114-01-5109 Group Health Insurance	94,068	5,792.54	36,468.88	0.00	57,599.12	38.77
101-5114-01-5110 Workers Comp TML	22,500	0.00	4,905.56	0.00	17,594.44	21.80
101-5114-01-5621 Travel & Training	15,759	100.00	4,579.57	0.00	11,179.43	29.06
TOTAL Personnel	928,315	72,874.26	454,595.07	0.00	473,719.93	48.97
<u>Materials & Supplies</u>						
101-5114-03-5050 Office Supplies	4,428	1,456.85	3,018.98	0.00	1,409.02	68.18
101-5114-03-5051 Printing	2,500	0.00	0.00	0.00	2,500.00	0.00
101-5114-03-5080 Gas & Oil	68,000	611.13	11,938.94	0.00	56,061.06	17.56
101-5114-03-5081 Uniforms	12,045	883.37	6,907.59	0.00	5,137.41	57.35
101-5114-03-5082 Ballistic Vests	2,739	0.00	1,997.12	4,170.14	(3,428.26)	225.16
TOTAL Materials & Supplies	89,712	2,951.35	23,862.63	4,170.14	61,679.23	31.25
<u>Repairs & Maintenance</u>						
101-5114-04-5121 Equipment Maintenance	3,000	209.40	1,256.40	0.00	1,743.60	41.88
101-5114-04-5122 Vehicle Maintenance	17,773	1,943.80	16,054.44	0.00	1,718.56	90.33
TOTAL Repairs & Maintenance	20,773	2,153.20	17,310.84	0.00	3,462.16	83.33
<u>Utilities</u>						
101-5114-05-5618 Utilities - Telephone	5,655	888.35	4,084.90	0.00	1,570.10	72.24
TOTAL Utilities	5,655	888.35	4,084.90	0.00	1,570.10	72.24
<u>Contract Services</u>						
101-5114-06-5240 Drug testing/background	800	0.00	460.00	0.00	340.00	57.50
101-5114-06-5690 Forensic Testing	2,500	0.00	750.00	0.00	1,750.00	30.00
TOTAL Contract Services	3,300	0.00	1,210.00	0.00	2,090.00	36.67
<u>Fees & Other Services</u>						
101-5114-07-5190 Insurance - TML	10,585	0.00	10,686.82	0.00	(101.82)	100.96
101-5114-07-5660 Administrative Fee	50,000	2,500.00	15,000.00	0.00	35,000.00	30.00
101-5114-07-5665 Technology	8,037	0.00	0.00	0.00	8,037.00	0.00
TOTAL Fees & Other Services	68,622	2,500.00	25,686.82	0.00	42,935.18	37.43
<u>Public Safety</u>						
101-5114-08-5070 Police Supplies	6,702	0.00	1,767.84	776.77	4,157.39	37.97
101-5114-08-5071 Communications Supplies	6,171	0.00	0.00	7,454.74	(1,283.74)	120.80
101-5114-08-5072 Promotional Supplies	1,600	0.00	329.32	0.00	1,270.68	20.58
101-5114-08-5625 Ammo/Firearms/Safety Eq	12,767	0.00	12,767.00	0.00	0.00	100.00
101-5114-08-5626 Taser 7 Lease	2,050	0.00	0.00	0.00	2,050.00	0.00
101-5114-08-5687 Denton Co Communication	24,276	6,069.00	12,138.00	0.00	12,138.00	50.00
TOTAL Public Safety	53,566	6,069.00	27,002.16	8,231.51	18,332.33	65.78

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Providence Village PD

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Miscellaneous						
101-5114-09-5633 Capital - Vehicles	0	0.00	20,798.22	0.00	(20,798.22)	0.00
TOTAL Miscellaneous	0	0.00	20,798.22	0.00	(20,798.22)	0.00
Debt Service						
TOTAL Providence Village PD	1,169,943	87,436.16	574,550.64	12,401.65	582,990.71	50.17

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Community Center

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Repairs & Maintenance</u>						
<u>Miscellaneous</u>						

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-General Fund

DEPARTMENT - Non-Departmental

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Contingency/FB						
TOTAL EXPENSES	16,088,630	1,538,039.65	7,560,790.91	245,929.29	8,281,909.80	48.52
REVENUE OVER/ (UNDER) EXPENSES	334,562 (	185,422.32)	3,141,881.73 (	245,929.29) (	2,561,390.44)	865.60

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

201-Water Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	338,000	77,232.18	179,442.42	0.00	158,557.58	53.09
Charges for Services	2,065,886	261,588.17	1,146,679.45	0.00	919,206.55	55.51
Miscellaneous	<u>67,000</u>	<u>3,653.37</u>	<u>32,769.59</u>	<u>0.00</u>	<u>34,230.41</u>	<u>48.91</u>
TOTAL GENERAL REVENUE	<u>2,470,886</u>	<u>342,473.72</u>	<u>1,358,891.46</u>	<u>0.00</u>	<u>1,111,994.54</u>	<u>55.00</u>
TOTAL REVENUE	<u>2,470,886</u>	<u>342,473.72</u>	<u>1,358,891.46</u>	<u>0.00</u>	<u>1,111,994.54</u>	<u>55.00</u>
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Water</u>						
Personnel	437,180	28,680.02	163,740.26	0.00	273,439.74	37.45
Materials & Supplies	219,000	12,835.89	186,347.84	14,215.00	18,437.16	91.58
Repairs & Maintenance	448,500	6,542.07	104,552.60	0.00	343,947.40	23.31
Utilities	103,500	12,120.23	57,856.19	0.00	45,643.81	55.90
Contract Services	98,850	9,391.73	12,546.16	0.00	86,303.84	12.69
Fees & Other Services	62,975	4,245.06	45,534.48	0.00	17,440.52	72.31
Debt Service	715,006	0.00	496,528.13	0.00	218,477.87	69.44
Contingency/FB	<u>558,640</u>	<u>8,220.00</u>	<u>49,320.00</u>	<u>0.00</u>	<u>509,320.00</u>	<u>8.83</u>
TOTAL Water	<u>2,643,651</u>	<u>82,035.00</u>	<u>1,116,425.66</u>	<u>14,215.00</u>	<u>1,513,010.34</u>	<u>42.77</u>
TOTAL EXPENSES	<u>2,643,651</u>	<u>82,035.00</u>	<u>1,116,425.66</u>	<u>14,215.00</u>	<u>1,513,010.34</u>	<u>42.77</u>
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENSES	(172,765)	260,438.72	242,465.80	(14,215.00)	(401,015.80)	132.12-

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

201-Water Fund

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
201-4000-01-4012 Late Penalties-Water	26,000	2,680.18	16,277.42	0.00	9,722.58	62.61
201-4000-01-4013 Application fee	5,000	740.00	3,280.00	0.00	1,720.00	65.60
201-4000-01-4014 Reconnects	6,500	420.00	2,355.00	0.00	4,145.00	36.23
201-4000-01-4630 Bank Fees collected	500	60.00	390.00	0.00	110.00	78.00
201-4000-01-4710 Water Impact Fees	<u>300,000</u>	<u>73,332.00</u>	<u>157,140.00</u>	<u>0.00</u>	<u>142,860.00</u>	<u>52.38</u>
TOTAL Fines and Fees	338,000	77,232.18	179,442.42	0.00	158,557.58	53.09
 <u>Charges for Services</u>						
201-4000-06-4010 Water Billings	1,734,386	91,688.66	818,935.13	0.00	915,450.87	47.22
201-4000-06-4011 Water Conection/Tap Fee	80,000	12,170.30	138,389.45	0.00 (	58,389.45)	172.99
201-4000-06-4015 Bulk Water	1,500	0.00	0.00	0.00	1,500.00	0.00
201-4000-06-4019 Billing Adjustments	0	2,969.17	34,594.83	0.00 (	34,594.83)	0.00
201-4000-06-4020 Infrastructure Inspecti	<u>250,000</u>	<u>154,760.04</u>	<u>154,760.04</u>	<u>0.00</u>	<u>95,239.96</u>	<u>61.90</u>
TOTAL Charges for Services	2,065,886	261,588.17	1,146,679.45	0.00	919,206.55	55.51
 <u>Miscellaneous</u>						
201-4000-09-4500 Interest Income	65,000	3,653.37	30,642.91	0.00	34,357.09	47.14
201-4000-09-4540 Other Income	<u>2,000</u>	<u>0.00</u>	<u>2,126.68</u>	<u>0.00</u> (	<u>126.68)</u>	<u>106.33</u>
TOTAL Miscellaneous	67,000	3,653.37	32,769.59	0.00	34,230.41	48.91
 <u>Contingency/FB</u>						
TOTAL REVENUE	2,470,886	342,473.72	1,358,891.46	0.00	1,111,994.54	55.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: MARCH 31ST, 2024

201-Water Fund

DEPARTMENT - Water

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
201-5201-01-5101 Salaries	324,008	22,495.07	120,423.47	0.00	203,584.53	37.17
201-5201-01-5105 Overtime	9,000	993.17	6,452.16	0.00	2,547.84	71.69
201-5201-01-5106 Longevity	450	0.00	450.00	0.00	0.00	100.00
201-5201-01-5107 TMRS Contribution	21,675	1,526.74	8,276.17	0.00	13,398.83	38.18
201-5201-01-5108 Payroll Tax Expense (me	4,835	324.40	1,895.34	0.00	2,939.66	39.20
201-5201-01-5109 Group Health Insurance	62,712	3,340.64	19,269.44	0.00	43,442.56	30.73
201-5201-01-5110 Workmens Comp TML	9,000	0.00	4,171.00	0.00	4,829.00	46.34
201-5201-01-5621 Travel/Training	5,500	0.00	2,802.68	0.00	2,697.32	50.96
TOTAL Personnel	437,180	28,680.02	163,740.26	0.00	273,439.74	37.45
<u>Materials & Supplies</u>						
201-5201-03-5050 Office Supplies	7,000	2,395.36	3,459.61	0.00	3,540.39	49.42
201-5201-03-5080 Gas & Oil	15,000	1,694.54	12,263.18	0.00	2,736.82	81.75
201-5201-03-5081 Uniforms	3,000	314.55	4,878.45	0.00 (	1,878.45)	162.62
201-5201-03-5090 Postage	11,500	987.18	4,943.51	0.00	6,556.49	42.99
201-5201-03-5150 Printing	4,500	391.15	1,954.57	0.00	2,545.43	43.43
201-5201-03-5608 Rock, Sand & Gravel	1,000	4,500.00	5,200.00	0.00 (	4,200.00)	520.00
201-5201-03-5630 Tools	2,000	26.20	4,538.48	0.00 (	2,538.48)	226.92
201-5201-03-5903 Parts and Fittings	5,000	1,581.53	30,064.51	6,040.00 (	31,104.51)	722.09
201-5201-03-5904 Chlorine	10,000	945.38	5,672.28	0.00	4,327.72	56.72
201-5201-03-5905 Meters	160,000	0.00	113,373.25	8,175.00	38,451.75	75.97
TOTAL Materials & Supplies	219,000	12,835.89	186,347.84	14,215.00	18,437.16	91.58
<u>Repairs & Maintenance</u>						
201-5201-04-5120 Building Maintenance	2,500	1,069.04	6,487.88	0.00 (	3,987.88)	259.52
201-5201-04-5121 Equipment Maintenance	50,000	2,408.77	9,481.08	0.00	40,518.92	18.96
201-5201-04-5122 Vehicle Maintenance	6,000	878.39	7,085.88	0.00 (	1,085.88)	118.10
201-5201-04-5902 Water System Maintenan	390,000	2,185.87	81,497.76	0.00	308,502.24	20.90
TOTAL Repairs & Maintenance	448,500	6,542.07	104,552.60	0.00	343,947.40	23.31
<u>Utilities</u>						
201-5201-05-5616 Utilities - Electricity	90,000	11,156.77	52,636.71	0.00	37,363.29	58.49
201-5201-05-5617 Utilities - Gas	3,000	355.27	2,217.84	0.00	782.16	73.93
201-5201-05-5618 Utilities - Telephone	9,300	512.51	2,431.89	0.00	6,868.11	26.15
201-5201-05-5619 Utilities - Water/Sewer	1,200	95.68	569.75	0.00	630.25	47.48
TOTAL Utilities	103,500	12,120.23	57,856.19	0.00	45,643.81	55.90
<u>Contract Services</u>						
201-5201-06-5240 Drug testing/background	200	0.00	130.50	0.00	69.50	65.25
201-5201-06-5620 Legal & Professional	38,650	4,695.04	4,695.04	0.00	33,954.96	12.15
201-5201-06-5766 Consultant - engineerin	60,000	4,696.69	7,720.62	0.00	52,279.38	12.87
TOTAL Contract Services	98,850	9,391.73	12,546.16	0.00	86,303.84	12.69
<u>Fees & Other Services</u>						
201-5201-07-5190 Insurance - TML	9,000	0.00	4,274.73	0.00	4,725.27	47.50
201-5201-07-5220 Advertising & Notices	1,500	0.00	0.00	0.00	1,500.00	0.00
201-5201-07-5260 Dues & Memberships	1,000	0.00	1,100.55	0.00 (	100.55)	110.06

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

201-Water Fund

DEPARTMENT - Water

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
201-5201-07-5261 Permits-TCEQ	4,000	0.00	6,087.15	0.00 (	2,087.15)	152.18
201-5201-07-5262 UTRW membership	2,800	0.00	3,041.00	0.00 (	241.00)	108.61
201-5201-07-5624 Equipment Rental	6,000	1,129.06	3,897.03	0.00	2,102.97	64.95
201-5201-07-5665 Technology	6,000	0.00	4,115.00	0.00	1,885.00	68.58
201-5201-07-5666 Bank fees	175	0.00	365.92	0.00 (	190.92)	209.10
201-5201-07-5901 Lab Fees	11,500	3,116.00	18,887.20	0.00 (	7,387.20)	164.24
201-5201-07-5906 Groundwater Pumpage Fee	15,000	0.00	3,736.92	0.00	11,263.08	24.91
201-5201-07-5909 AMR Annual Fees	6,000	0.00	28.98	0.00	5,971.02	0.48
TOTAL Fees & Other Services	62,975	4,245.06	45,534.48	0.00	17,440.52	72.31
<u>Debt Service</u>						
201-5201-98-5801 2016 Bond Principal	215,000	0.00	215,000.00	0.00	0.00	100.00
201-5201-98-5866 2016 Bond Interest	122,300	0.00	62,225.00	0.00	60,075.00	50.88
201-5201-98-5867 2023 CO Bond Principal	60,000	0.00	60,000.00	0.00	0.00	100.00
201-5201-98-5868 2023 CO Bond Interest	317,706	0.00	159,303.13	0.00	158,402.87	50.14
TOTAL Debt Service	715,006	0.00	496,528.13	0.00	218,477.87	69.44
<u>Contingency/FB</u>						
201-5201-99-4090 Administrative fee	98,640	8,220.00	49,320.00	0.00	49,320.00	50.00
201-5201-99-5902 Capital - equipment	10,000	0.00	0.00	0.00	10,000.00	0.00
201-5201-99-9900 Depreciation expense	450,000	0.00	0.00	0.00	450,000.00	0.00
TOTAL Contingency/FB	558,640	8,220.00	49,320.00	0.00	509,320.00	8.83
TOTAL Water	2,643,651	82,035.00	1,116,425.66	14,215.00	1,513,010.34	42.77
TOTAL EXPENSES	2,643,651	82,035.00	1,116,425.66	14,215.00	1,513,010.34	42.77
REVENUE OVER/ (UNDER) EXPENSES	(172,765)	260,438.72	242,465.80 (	14,215.00) (	401,015.80)	132.12-

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

202-Sewer Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	308,000	84,460.15	184,333.92	0.00	123,666.08	59.85
Charges for Services	1,088,560	69,535.22	472,843.97	0.00	615,716.03	43.44
Miscellaneous	40,000	3,714.84	21,857.34	0.00	18,142.66	54.64
TOTAL GENERAL REVENUE	1,436,560	157,710.21	679,035.23	0.00	757,524.77	47.27
TOTAL REVENUE	1,436,560	157,710.21	679,035.23	0.00	757,524.77	47.27
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Sewer</u>						
Personnel	364,928	24,783.33	148,340.08	0.00	216,587.92	40.65
Materials & Supplies	47,900	3,580.46	30,965.64	0.00	16,934.36	64.65
Repairs & Maintenance	167,000	31,470.91	150,844.97	7,250.00	8,905.03	94.67
Utilities	139,500	19,004.73	105,726.41	0.00	33,773.59	75.79
Contract Services	50,200	1,893.88	15,694.61	0.00	34,505.39	31.26
Fees & Other Services	57,275	6,263.51	24,012.59	0.00	33,262.41	41.93
Contingency/FB	55,000	(128,349.13)	98,905.07	53,378.70	(97,283.77)	276.88
TOTAL Sewer	881,803	(41,352.31)	574,489.37	60,628.70	246,684.93	72.02
TOTAL EXPENSES	881,803	(41,352.31)	574,489.37	60,628.70	246,684.93	72.02
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENSES	554,757	199,062.52	104,545.86	(60,628.70)	510,839.84	7.92

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

202-Sewer Fund

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
202-4000-01-4021 Late Penalties - Sewer	8,000	1,195.15	5,908.92	0.00	2,091.08	73.86
202-4000-01-4710 Sewer Impact Fees	<u>300,000</u>	<u>83,265.00</u>	<u>178,425.00</u>	<u>0.00</u>	<u>121,575.00</u>	<u>59.48</u>
TOTAL Fines and Fees	308,000	84,460.15	184,333.92	0.00	123,666.08	59.85
 <u>Charges for Services</u>						
202-4000-06-4011 Sewer Connection/Tap Fe	10,000	0.00	1,700.00	0.00	8,300.00	17.00
202-4000-06-4020 Sewer Billings	1,078,560	69,535.22	469,393.97	0.00	609,166.03	43.52
202-4000-06-4022 Lift Station	<u>0</u>	<u>0.00</u>	<u>1,750.00</u>	<u>0.00</u>	(<u>1,750.00</u>)	<u>0.00</u>
TOTAL Charges for Services	1,088,560	69,535.22	472,843.97	0.00	615,716.03	43.44
 <u>Miscellaneous</u>						
202-4000-09-4500 Interest Income	<u>40,000</u>	<u>3,714.84</u>	<u>21,857.34</u>	<u>0.00</u>	<u>18,142.66</u>	<u>54.64</u>
TOTAL Miscellaneous	40,000	3,714.84	21,857.34	0.00	18,142.66	54.64
 <u>Contingency/FB</u>						
TOTAL REVENUE	1,436,560	157,710.21	679,035.23	0.00	757,524.77	47.27

202-Sewer Fund

DEPARTMENT - Sewer

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
202-5202-01-5101 Salaries	268,586	17,338.42	103,657.58	0.00	164,928.42	38.59
202-5202-01-5105 Overtime	10,000	2,944.61	10,081.96	0.00 (	81.96)	100.82
202-5202-01-5106 Longevity	1,050	0.00	1,100.00	0.00 (	50.00)	104.76
202-5202-01-5107 Retirement - TMRS	18,176	1,318.39	7,464.55	0.00	10,711.45	41.07
202-5202-01-5108 Payroll Tax Expense (me	4,055	291.76	1,782.05	0.00	2,272.95	43.95
202-5202-01-5109 Group Health Insurance	52,260	2,686.32	17,241.92	0.00	35,018.08	32.99
202-5202-01-5110 Workers Comp TML	6,751	0.00	3,128.72	0.00	3,622.28	46.34
202-5202-01-5621 Travel/training	4,050	203.83	3,883.30	0.00	166.70	95.88
TOTAL Personnel	364,928	24,783.33	148,340.08	0.00	216,587.92	40.65
<u>Materials & Supplies</u>						
202-5202-03-5050 Office Supplies	7,000	1,194.87	1,496.82	0.00	5,503.18	21.38
202-5202-03-5080 Gas & Oil	10,000	924.47	7,970.83	0.00	2,029.17	79.71
202-5202-03-5081 Uniforms	3,500	0.00	2,524.48	0.00	975.52	72.13
202-5202-03-5090 Postage	300	17.46	34.58	0.00	265.42	11.53
202-5202-03-5150 Printing	600	0.00	0.00	0.00	600.00	0.00
202-5202-03-5607 Rock, Sand & Gravel	6,000	0.00	0.00	0.00	6,000.00	0.00
202-5202-03-5608 Chemicals Purchased	5,000	0.00	4,266.47	0.00	733.53	85.33
202-5202-03-5630 Tools	1,500	498.30	5,552.51	0.00 (	4,052.51)	370.17
202-5202-03-5903 Parts and Fittings	3,000	0.00	2,223.41	0.00	776.59	74.11
202-5202-03-5904 Chlorine	11,000	945.36	6,896.54	0.00	4,103.46	62.70
TOTAL Materials & Supplies	47,900	3,580.46	30,965.64	0.00	16,934.36	64.65
<u>Repairs & Maintenance</u>						
202-5202-04-5120 Building Maintenance	5,000	6,291.99	7,667.21	0.00 (	2,667.21)	153.34
202-5202-04-5121 Equipment Maintenance	27,000	4,210.84	23,686.51	0.00	3,313.49	87.73
202-5202-04-5122 Vehicle Maintenance	5,000	640.94	4,890.00	0.00	110.00	97.80
202-5202-04-5902 Sewer System Maintenan	55,000	1,913.47	30,303.34	7,250.00	17,446.66	68.28
202-5202-04-5903 WWTP Maintenance	75,000	18,413.67	84,297.91	0.00 (	9,297.91)	112.40
TOTAL Repairs & Maintenance	167,000	31,470.91	150,844.97	7,250.00	8,905.03	94.67
<u>Utilities</u>						
202-5202-05-5616 Utilities - Electricity	42,500	4,259.65	22,395.51	0.00	20,104.49	52.70
202-5202-05-5618 Utilities - Telephone	7,000	850.82	3,224.44	0.00	3,775.56	46.06
202-5202-05-5619 Utilities - Water/Sewer	80,000	13,894.26	80,106.46	0.00 (	106.46)	100.13
202-5202-05-5621 Utilities - Sludge Disp	10,000	0.00	0.00	0.00	10,000.00	0.00
TOTAL Utilities	139,500	19,004.73	105,726.41	0.00	33,773.59	75.79
<u>Contract Services</u>						
202-5202-06-5240 Drug testing/background	200	0.00	0.00	0.00	200.00	0.00
202-5202-06-5620 Legal & Professional	10,000	0.00	0.00	0.00	10,000.00	0.00
202-5202-06-5766 Consultant - engineerin	40,000	1,893.88	15,694.61	0.00	24,305.39	39.24
TOTAL Contract Services	50,200	1,893.88	15,694.61	0.00	34,505.39	31.26
<u>Fees & Other Services</u>						
202-5202-07-5190 Insurance - TML	15,000	0.00	7,124.55	0.00	7,875.45	47.50
202-5202-07-5260 Dues & Memberships	1,575	0.00	2,600.55	0.00 (	1,025.55)	165.11

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

202-Sewer Fund

DEPARTMENT - Sewer

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
202-5202-07-5261 Permits-TCEQ	4,700	0.00	0.00	0.00	4,700.00	0.00
202-5202-07-5624 Equipment Rental	15,000	129.11	3,516.29	0.00	11,483.71	23.44
202-5202-07-5665 Technology	6,000	0.00	3,750.00	0.00	2,250.00	62.50
202-5202-07-5901 Lab Fees	<u>15,000</u>	<u>6,134.40</u>	<u>7,021.20</u>	<u>0.00</u>	<u>7,978.80</u>	<u>46.81</u>
TOTAL Fees & Other Services	57,275	6,263.51	24,012.59	0.00	33,262.41	41.93
Debt Service						
Contingency/FB						
202-5202-99-5902 Capital - equipment	<u>55,000</u>	(<u>128,349.13</u>)	<u>98,905.07</u>	<u>53,378.70</u>	(<u>97,283.77</u>)	<u>276.88</u>
TOTAL Contingency/FB	55,000	(128,349.13)	98,905.07	53,378.70	(97,283.77)	276.88
TOTAL Sewer	881,803	(41,352.31)	574,489.37	60,628.70	246,684.93	72.02
TOTAL EXPENSES	881,803	(41,352.31)	574,489.37	60,628.70	246,684.93	72.02
REVENUE OVER/ (UNDER) EXPENSES	554,757	199,062.52	104,545.86	(60,628.70)	510,839.84	7.92

205-Solid Waste Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

GENERAL REVENUE

Charges for Services	<u>1,500,000</u>	<u>158,195.19</u>	<u>1,063,402.86</u>	<u>0.00</u>	<u>436,597.14</u>	<u>70.89</u>
TOTAL GENERAL REVENUE	<u>1,500,000</u>	<u>158,195.19</u>	<u>1,063,402.86</u>	<u>0.00</u>	<u>436,597.14</u>	<u>70.89</u>
TOTAL REVENUE	<u>1,500,000</u>	<u>158,195.19</u>	<u>1,063,402.86</u>	<u>0.00</u>	<u>436,597.14</u>	<u>70.89</u>
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EXPENSE SUMMARY

Solid Waste

Fees & Other Services	<u>1,500,000</u>	<u>300,871.97</u>	<u>1,018,221.66</u>	<u>0.00</u>	<u>481,778.34</u>	<u>67.88</u>
TOTAL Solid Waste	<u>1,500,000</u>	<u>300,871.97</u>	<u>1,018,221.66</u>	<u>0.00</u>	<u>481,778.34</u>	<u>67.88</u>
TOTAL EXPENSES	<u>1,500,000</u>	<u>300,871.97</u>	<u>1,018,221.66</u>	<u>0.00</u>	<u>481,778.34</u>	<u>67.88</u>
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REVENUE OVER/ (UNDER) EXPENSES	0 (	142,676.78)	45,181.20	0.00 (	45,181.20)	0.00
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

205-Solid Waste Fund

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Charges for Services</u>						
205-4000-06-4025 Garbage Billings	<u>1,500,000</u>	<u>158,195.19</u>	<u>1,063,402.86</u>	<u>0.00</u>	<u>436,597.14</u>	<u>70.89</u>
TOTAL Charges for Services	1,500,000	158,195.19	1,063,402.86	0.00	436,597.14	70.89
<u>Miscellaneous</u>						
<u>Contingency/FB</u>						
TOTAL REVENUE	1,500,000	158,195.19	1,063,402.86	0.00	436,597.14	70.89

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

205-Solid Waste Fund
DEPARTMENT - Solid Waste

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Materials & Supplies						
Fees & Other Services						
205-5205-07-5666 Mustang Collection Fees	0	7,110.50	46,410.11	0.00 (	46,410.11)	0.00
205-5205-07-5931 Franchise Fees 15%	0	0.00	117,621.58	0.00 (	117,621.58)	0.00
205-5205-07-5941 Republic Waste	<u>1,500,000</u>	<u>293,761.47</u>	<u>854,189.97</u>	<u>0.00</u>	<u>645,810.03</u>	<u>56.95</u>
TOTAL Fees & Other Services	1,500,000	300,871.97	1,018,221.66	0.00	481,778.34	67.88
Contingency/FB						
TOTAL Solid Waste	1,500,000	300,871.97	1,018,221.66	0.00	481,778.34	67.88
TOTAL EXPENSES	1,500,000	300,871.97	1,018,221.66	0.00	481,778.34	67.88
REVENUE OVER/(UNDER) EXPENSES	0 (	142,676.78)	45,181.20	0.00 (	45,181.20)	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

301-Debt Service Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Taxes	1,321,000	(293,237.47)	1,288,923.30	0.00	32,076.70	97.57
Miscellaneous	<u>15,000</u>	<u>3,042.36</u>	<u>18,846.66</u>	<u>0.00</u>	<u>(3,846.66)</u>	<u>125.64</u>
TOTAL GENERAL REVENUE	<u>1,336,000</u>	<u>(290,195.11)</u>	<u>1,307,769.96</u>	<u>0.00</u>	<u>28,230.04</u>	<u>97.89</u>
TOTAL REVENUE	1,336,000	(290,195.11)	1,307,769.96	0.00	28,230.04	97.89
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Debt Service</u>						
Fees & Other Services	4,000	0.00	0.00	0.00	4,000.00	0.00
Debt Service	<u>1,372,229</u>	<u>0.00</u>	<u>1,021,673.28</u>	<u>0.00</u>	<u>350,555.72</u>	<u>74.45</u>
TOTAL Debt Service	<u>1,376,229</u>	<u>0.00</u>	<u>1,021,673.28</u>	<u>0.00</u>	<u>354,555.72</u>	<u>74.24</u>
TOTAL EXPENSES	1,376,229	0.00	1,021,673.28	0.00	354,555.72	74.24
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENSES	(40,229)	(290,195.11)	286,096.68	0.00	(326,325.68)	711.17-

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

301-Debt Service Fund

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Taxes</u>						
301-4000-02-4100 Property Taxes	<u>1,321,000</u>	(<u>293,237.47</u>)	<u>1,288,923.30</u>	<u>0.00</u>	<u>32,076.70</u>	<u>97.57</u>
TOTAL Taxes	1,321,000	(293,237.47)	1,288,923.30	0.00	32,076.70	97.57
<u>Miscellaneous</u>						
301-4000-09-4500 Interest Income	<u>15,000</u>	<u>3,042.36</u>	<u>18,846.66</u>	<u>0.00</u>	(<u>3,846.66</u>)	<u>125.64</u>
TOTAL Miscellaneous	15,000	3,042.36	18,846.66	0.00	(3,846.66)	125.64
<u>Contingency/FB</u>						
TOTAL REVENUE	1,336,000	(290,195.11)	1,307,769.96	0.00	28,230.04	97.89

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

301-Debt Service Fund

DEPARTMENT - Debt Service

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fees & Other Services</u>						
301-5301-07-5870 Agent Fees	4,000	0.00	0.00	0.00	4,000.00	0.00
TOTAL Fees & Other Services	4,000	0.00	0.00	0.00	4,000.00	0.00
 <u>Debt Service</u>						
301-5301-98-5850 2020 Time Warrant Princ	36,000	0.00	36,000.00	0.00	0.00	100.00
301-5301-98-5851 2020 Time Warrant Inter	9,708	0.00	4,962.00	0.00	4,746.00	51.11
301-5301-98-5852 2006 CO Principal	40,000	0.00	0.00	0.00	40,000.00	0.00
301-5301-98-5853 2006 CO Interest	7,380	0.00	3,690.00	0.00	3,690.00	50.00
301-5301-98-5860 2013 GO Refunding Princ	57,000	0.00	0.00	0.00	57,000.00	0.00
301-5301-98-5861 2013 GO Refunding Inter	4,169	0.00	2,009.73	0.00	2,159.27	48.21
301-5301-98-5864 2019 Time Warrant Princ	98,000	0.00	98,000.00	0.00	0.00	100.00
301-5301-98-5865 2019 Time Warrant Inter	14,250	0.00	7,582.85	0.00	6,667.15	53.21
301-5301-98-5866 2020 GO Refunding Prini	558,000	0.00	558,000.00	0.00	0.00	100.00
301-5301-98-5867 2020 GO Refunding Inter	12,872	0.00	7,928.70	0.00	4,943.30	61.60
301-5301-98-5868 2022 CO Public Safety P	70,000	0.00	70,000.00	0.00	0.00	100.00
301-5301-98-5869 2022 CO Public Safety I	464,850	0.00	233,300.00	0.00	231,550.00	50.19
301-5301-98-5899 Bond Issue Costs	0	0.00	200.00	0.00	(200.00)	0.00
TOTAL Debt Service	1,372,229	0.00	1,021,673.28	0.00	350,555.72	74.45
 <u>Contingency/FB</u>						
TOTAL Debt Service	1,376,229	0.00	1,021,673.28	0.00	354,555.72	74.24
TOTAL EXPENSES	1,376,229	0.00	1,021,673.28	0.00	354,555.72	74.24
REVENUE OVER/(UNDER) EXPENSES	(40,229)	(290,195.11)	286,096.68	0.00	(326,325.68)	711.17-

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

401-Special Revenue Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	13,000	1,058.44	11,482.04	0.00	1,517.96	88.32
Taxes	2,000	0.00	5,461.46	0.00 (	3,461.46)	273.07
Grants	1,250	2,263.28	4,127.56	0.00 (	2,877.56)	330.20
Miscellaneous	<u>500</u>	<u>205.55</u>	<u>1,124.08</u>	<u>0.00</u> (	<u>624.08)</u>	<u>224.82</u>
TOTAL GENERAL REVENUE	<u>16,750</u>	<u>3,527.27</u>	<u>22,195.14</u>	<u>0.00</u> (	<u>5,445.14)</u>	<u>132.51</u>
TOTAL REVENUE	16,750	3,527.27	22,195.14	0.00 (	5,445.14)	132.51
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Officers Training Fund</u>						
Personnel	3,000	0.00	0.00	0.00	3,000.00	0.00
Contract Services	3,500	0.00	0.00	0.00	3,500.00	0.00
Fees & Other Services	<u>4,000</u>	<u>0.00</u>	<u>3,525.00</u>	<u>0.00</u>	<u>475.00</u>	<u>88.13</u>
TOTAL Officers Training Fund	10,500	0.00	3,525.00	0.00	6,975.00	33.57
<u>Seizure</u>						
<u>Court Technology</u>						
<u>Court Security</u>						
Personnel	<u>2,050</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,050.00</u>	<u>0.00</u>
TOTAL Court Security	<u>2,050</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,050.00</u>	<u>0.00</u>
TOTAL EXPENSES	12,550	0.00	3,525.00	0.00	9,025.00	28.09
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENSES	4,200	3,527.27	18,670.14	0.00 (	14,470.14)	444.53

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

401-Special Revenue Fund

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
401-4000-01-4310 Court Security Fee	3,000	581.44	2,378.79	0.00	621.21	79.29
401-4000-01-4421 Child Safety Fees	8,000	0.00	7,146.63	0.00	853.37	89.33
401-4000-01-4710 Court Technology Fee	<u>2,000</u>	<u>477.00</u>	<u>1,956.62</u>	<u>0.00</u>	<u>43.38</u>	<u>97.83</u>
TOTAL Fines and Fees	13,000	1,058.44	11,482.04	0.00	1,517.96	88.32
<u>Taxes</u>						
401-4000-02-4170 Hotel/Motel Tax	<u>2,000</u>	<u>0.00</u>	<u>5,461.46</u>	<u>0.00</u>	(<u>3,461.46</u>)	<u>273.07</u>
TOTAL Taxes	2,000	0.00	5,461.46	0.00	(3,461.46)	273.07
<u>Grants</u>						
401-4000-03-4701 NCTCOG/State Comp/LEOSE	<u>1,250</u>	<u>2,263.28</u>	<u>4,127.56</u>	<u>0.00</u>	(<u>2,877.56</u>)	<u>330.20</u>
TOTAL Grants	1,250	2,263.28	4,127.56	0.00	(2,877.56)	330.20
<u>Miscellaneous</u>						
401-4000-09-4500 Interest Income	<u>500</u>	<u>205.55</u>	<u>1,124.08</u>	<u>0.00</u>	(<u>624.08</u>)	<u>224.82</u>
TOTAL Miscellaneous	500	205.55	1,124.08	0.00	(624.08)	224.82
<u>Contingency/FB</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL REVENUE	16,750	3,527.27	22,195.14	0.00	(5,445.14)	132.51

401-Special Revenue Fund

DEPARTMENT - Officers Training Fund

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
401-5401-01-5621 Travel/training	<u>3,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
TOTAL Personnel	3,000	0.00	0.00	0.00	3,000.00	0.00
<u>Materials & Supplies</u>						
<u>Contract Services</u>						
401-5401-06-5677 Child Safety - Child Ad	<u>3,500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,500.00</u>	<u>0.00</u>
TOTAL Contract Services	3,500	0.00	0.00	0.00	3,500.00	0.00
<u>Fees & Other Services</u>						
401-5401-07-5665 Court Technology	<u>4,000</u>	<u>0.00</u>	<u>3,525.00</u>	<u>0.00</u>	<u>475.00</u>	<u>88.13</u>
TOTAL Fees & Other Services	4,000	0.00	3,525.00	0.00	475.00	88.13
<u>Public Safety</u>						
<u>Contingency/FB</u>						
TOTAL Officers Training Fund	10,500	0.00	3,525.00	0.00	6,975.00	33.57

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

401-Special Revenue Fund

DEPARTMENT - Seizure

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Materials & Supplies</u>						
<u>Contract Services</u>						
<u>Fees & Other Services</u>						

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

401-Special Revenue Fund

DEPARTMENT - Court Technology

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Debt Service</u>						
<u>Contingency/FB</u>						

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

401-Special Revenue Fund

DEPARTMENT - Court Security

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
401-5404-01-5101 Salaries	2,000	0.00	0.00	0.00	2,000.00	0.00
401-5404-01-5108 Payroll Tax Expense (me	50	0.00	0.00	0.00	50.00	0.00
TOTAL Personnel	2,050	0.00	0.00	0.00	2,050.00	0.00
<u>Contingency/FB</u>						
TOTAL Court Security	2,050	0.00	0.00	0.00	2,050.00	0.00
TOTAL EXPENSES	12,550	0.00	3,525.00	0.00	9,025.00	28.09
REVENUE OVER/ (UNDER) EXPENSES	4,200	3,527.27	18,670.14	0.00 (	14,470.14)	444.53

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

402-TIRZ Jackson Ridge

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Taxes	900,000	0.00	873,548.82	0.00	26,451.18	97.06
Miscellaneous	<u>6,000</u>	<u>2,491.94</u>	<u>2,834.80</u>	<u>0.00</u>	<u>3,165.20</u>	<u>47.25</u>
TOTAL GENERAL REVENUE	<u>906,000</u>	<u>2,491.94</u>	<u>876,383.62</u>	<u>0.00</u>	<u>29,616.38</u>	<u>96.73</u>
TOTAL REVENUE	906,000	2,491.94	876,383.62	0.00	29,616.38	96.73
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Seizure Fund</u>						
Fees & Other Services	<u>900,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>900,000.00</u>	<u>0.00</u>
TOTAL Seizure Fund	<u>900,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>900,000.00</u>	<u>0.00</u>
TOTAL EXPENSES	900,000	0.00	0.00	0.00	900,000.00	0.00
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	6,000	2,491.94	876,383.62	0.00 (	870,383.62)	4,606.39

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

402-TIRZ Jackson Ridge

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Taxes</u>						
402-4000-02-4100 Property Taxes	900,000	0.00	873,548.82	0.00	26,451.18	97.06
TOTAL Taxes	900,000	0.00	873,548.82	0.00	26,451.18	97.06
<u>Grants</u>						
<u>Donations</u>						
<u>Miscellaneous</u>						
402-4000-09-4500 Interest Income	6,000	2,491.94	2,834.80	0.00	3,165.20	47.25
TOTAL Miscellaneous	6,000	2,491.94	2,834.80	0.00	3,165.20	47.25
<u>Contingency/FB</u>						
TOTAL REVENUE	906,000	2,491.94	876,383.62	0.00	29,616.38	96.73

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

402-TIRZ Jackson Ridge

DEPARTMENT - Seizure Fund

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Materials & Supplies						
Fees & Other Services						
402-5402-07-5665 Jackson Ridge PID TIRZ	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL Fees & Other Services	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL Seizure Fund	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL EXPENSES	900,000	0.00	0.00	0.00	900,000.00	0.00
REVENUE OVER/ (UNDER) EXPENSES	6,000	2,491.94	876,383.62	0.00 (	870,383.62)	4,606.39

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

403-Impact Fees

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

GENERAL REVENUE

Miscellaneous	10,000	1,823.26	10,691.93	0.00	(691.93)	106.92
TOTAL GENERAL REVENUE	10,000	1,823.26	10,691.93	0.00	(691.93)	106.92
TOTAL REVENUE	10,000	1,823.26	10,691.93	0.00	(691.93)	106.92
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

MCTF

Contract Services	0	1,010.00	1,630.00	0.00	(1,630.00)	0.00
TOTAL MCTF	0	1,010.00	1,630.00	0.00	(1,630.00)	0.00
TOTAL EXPENSES	0	1,010.00	1,630.00	0.00	(1,630.00)	0.00
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	10,000	813.26	9,061.93	0.00	938.07	90.62
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

403-Impact Fees

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fines and Fees						
Miscellaneous						
403-4000-09-4500 Interest Income	10,000	1,823.26	10,691.93	0.00	(691.93)	106.92
TOTAL Miscellaneous	10,000	1,823.26	10,691.93	0.00	(691.93)	106.92
Contingency/FB						
TOTAL REVENUE	10,000	1,823.26	10,691.93	0.00	(691.93)	106.92

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

403-Impact Fees

DEPARTMENT - MCTF

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Contract Services</u>						
403-5403-06-5766 CONSULTING ENGINEERING	0	1,010.00	1,630.00	0.00	(1,630.00)	0.00
TOTAL Contract Services	0	1,010.00	1,630.00	0.00	(1,630.00)	0.00
 <u>Fees & Other Services</u>						
 <u>Contingency/FB</u>						
TOTAL MCTF	0	1,010.00	1,630.00	0.00	(1,630.00)	0.00
TOTAL EXPENSES	0	1,010.00	1,630.00	0.00	(1,630.00)	0.00
REVENUE OVER/(UNDER) EXPENSES	10,000	813.26	9,061.93	0.00	938.07	90.62

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

404-Development Fees

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	0	51,471.00	110,295.00	0.00 (	110,295.00)	0.00
Permits	1,100,000	139,724.00	639,754.00	0.00	460,246.00	58.16
Miscellaneous	<u>260,000</u>	<u>44,573.87</u>	<u>261,532.51</u>	<u>0.00</u> (	<u>1,532.51)</u>	<u>100.59</u>
TOTAL GENERAL REVENUE	<u>1,360,000</u>	<u>235,768.87</u>	<u>1,011,581.51</u>	<u>0.00</u>	<u>348,418.49</u>	<u>74.38</u>
TOTAL REVENUE	1,360,000	235,768.87	1,011,581.51	0.00	348,418.49	74.38
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>MCSF</u>						
Contract Services	<u>840,000</u>	<u>20,825.98</u>	<u>104,245.98</u>	<u>74,927.89</u>	<u>660,826.13</u>	<u>21.33</u>
TOTAL MCSF	<u>840,000</u>	<u>20,825.98</u>	<u>104,245.98</u>	<u>74,927.89</u>	<u>660,826.13</u>	<u>21.33</u>
TOTAL EXPENSES	840,000	20,825.98	104,245.98	74,927.89	660,826.13	21.33
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	520,000	214,942.89	907,335.53 (	74,927.89) (	312,407.64)	160.08

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

404-Development Fees

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
404-4000-01-4310 Street Impact Fees	0	51,471.00	110,295.00	0.00	(110,295.00)	0.00
TOTAL Fines and Fees	0	51,471.00	110,295.00	0.00	(110,295.00)	0.00
<u>Charges for Services</u>						
<u>Permits</u>						
404-4000-07-4200 Development Fees	100,000	1,932.00	5,175.00	0.00	94,825.00	5.18
404-4000-07-4210 Street Fee	200,000	10,548.00	50,103.00	0.00	149,897.00	25.05
404-4000-07-4700 Fire Services Fund	600,000	31,344.00	242,776.00	0.00	357,224.00	40.46
404-4000-07-4710 Park Development Fees	200,000	95,900.00	341,700.00	0.00	(141,700.00)	170.85
TOTAL Permits	1,100,000	139,724.00	639,754.00	0.00	460,246.00	58.16
<u>Miscellaneous</u>						
404-4000-09-4500 Interest Income	260,000	44,573.87	261,532.51	0.00	(1,532.51)	100.59
TOTAL Miscellaneous	260,000	44,573.87	261,532.51	0.00	(1,532.51)	100.59
<u>Contingency/FB</u>						
TOTAL REVENUE	1,360,000	235,768.87	1,011,581.51	0.00	348,418.49	74.38

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

404-Development Fees

DEPARTMENT - MCSF

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
<u>Contract Services</u>						
404-5404-06-5912 Capital Expenditure - P	840,000	20,825.98	104,245.98	74,927.89	660,826.13	21.33
TOTAL Contract Services	840,000	20,825.98	104,245.98	74,927.89	660,826.13	21.33
<u>Public Safety</u>						
<u>Contingency/FB</u>						
TOTAL MCSF	840,000	20,825.98	104,245.98	74,927.89	660,826.13	21.33
TOTAL EXPENSES	840,000	20,825.98	104,245.98	74,927.89	660,826.13	21.33
REVENUE OVER/ (UNDER) EXPENSES	520,000	214,942.89	907,335.53 (	74,927.89) (	312,407.64)	160.08

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

405-Grant Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Miscellaneous	30,000	5,368.40	33,351.69	0.00 (	3,351.69)	111.17
Grant Revenue	<u>0</u>	<u>125,507.25</u>	<u>382,463.65</u>	<u>0.00 (</u>	<u>382,463.65)</u>	<u>0.00</u>
TOTAL GENERAL REVENUE	<u>30,000</u>	<u>130,875.65</u>	<u>415,815.34</u>	<u>0.00 (</u>	<u>385,815.34)</u>	<u>1,386.05</u>
TOTAL REVENUE	30,000	130,875.65	415,815.34	0.00 (	385,815.34)	1,386.05
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Grants</u>						
Contract Services	100,000	19,952.60	50,495.73	0.00	49,504.27	50.50
CDBG Water lines	<u>0</u>	<u>139,549.75</u>	<u>308,654.36</u>	<u>13,605.50 (</u>	<u>322,259.86)</u>	<u>0.00</u>
TOTAL Grants	<u>100,000</u>	<u>159,502.35</u>	<u>359,150.09</u>	<u>13,605.50 (</u>	<u>272,755.59)</u>	<u>372.76</u>
TOTAL EXPENSES	100,000	159,502.35	359,150.09	13,605.50 (	272,755.59)	372.76
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	(70,000)	(28,626.70)	56,665.25	(13,605.50)	(113,059.75)	61.51-

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

405-Grant Fund

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Charges for Services						
Miscellaneous						
405-4000-09-4500 Interest Income	30,000	5,368.40	33,351.69	0.00	(3,351.69)	111.17
TOTAL Miscellaneous	30,000	5,368.40	33,351.69	0.00	(3,351.69)	111.17
Tocker Foundation-Library						
USDOJ PD Vests						
CJD Video,Computers						
CDBG Water Lines						
Grant Revenue						
405-4000-85-4123 CLFRF Proceeds	0	125,507.25	125,507.25	0.00	(125,507.25)	0.00
405-4000-85-4125 TDA Water/Sewer Grant	0	0.00	256,956.40	0.00	(256,956.40)	0.00
TOTAL Grant Revenue	0	125,507.25	382,463.65	0.00	(382,463.65)	0.00
Contingency/FB						
TOTAL REVENUE	30,000	130,875.65	415,815.34	0.00	(385,815.34)	1,386.05

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

405-Grant Fund

DEPARTMENT - Grants

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Contract Services</u>						
405-5405-06-5620 ENGINEERING	100,000	19,952.60	50,495.73	0.00	49,504.27	50.50
TOTAL Contract Services	100,000	19,952.60	50,495.73	0.00	49,504.27	50.50
<u>Miscellaneous</u>						
<u>Tocker Foundation Libry</u>						
<u>USDOJ PD Vests</u>						
<u>CJD Video,Computers</u>						
<u>CDBG Water lines</u>						
405-5405-84-5122 CDBG water lines	0	4,500.00	118,760.96	0.00 (	118,760.96)	0.00
405-5405-84-5123 ARPA Pump Station Gener	0	135,049.75	189,893.40	13,605.50 (	203,498.90)	0.00
TOTAL CDBG Water lines	0	139,549.75	308,654.36	13,605.50 (	322,259.86)	0.00
<u>Contingency/FB</u>						
TOTAL Grants	100,000	159,502.35	359,150.09	13,605.50 (	272,755.59)	372.76
TOTAL EXPENSES	100,000	159,502.35	359,150.09	13,605.50 (	272,755.59)	372.76
REVENUE OVER/(UNDER) EXPENSES	(70,000)	(28,626.70)	56,665.25 (	13,605.50) (	113,059.75)	61.51-

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

406-Holding Acct Dev Agreemts

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

GENERAL REVENUE

Charges for Services	0	0.00	200,000.00	0.00 (	200,000.00)	0.00
Miscellaneous	<u>0</u>	<u>6.76</u>	<u>39.65</u>	<u>0.00 (</u>	<u>39.65)</u>	<u>0.00</u>
TOTAL GENERAL REVENUE	<u>0</u>	<u>6.76</u>	<u>200,039.65</u>	<u>0.00 (</u>	<u>200,039.65)</u>	<u>0.00</u>
TOTAL REVENUE	0	6.76	200,039.65	0.00 (	200,039.65)	0.00
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Development Agreements

Contract Services	<u>0</u>	<u>83,081.08</u>	<u>216,405.89</u>	<u>0.00 (</u>	<u>216,405.89)</u>	<u>0.00</u>
TOTAL Development Agreements	<u>0</u>	<u>83,081.08</u>	<u>216,405.89</u>	<u>0.00 (</u>	<u>216,405.89)</u>	<u>0.00</u>
TOTAL EXPENSES	0	83,081.08	216,405.89	0.00 (	216,405.89)	0.00
	=====	=====	=====	=====	=====	=====

REVENUE OVER/(UNDER) EXPENSES	0 (	83,074.32)	(16,366.24)	0.00	16,366.24	0.00
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

406-Holding Acct Dev Agreemts

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Charges for Services</u>						
406-4000-06-5408 PSA - High Point Ranch	0	0.00	100,000.00	0.00 (	100,000.00)	0.00
406-4000-06-5414 HPR - Lennar	0	0.00	50,000.00	0.00 (	50,000.00)	0.00
406-4000-06-5415 Duck Point MM Aubrey	<u>0</u>	<u>0.00</u>	<u>50,000.00</u>	<u>0.00 (</u>	<u>50,000.00)</u>	<u>0.00</u>
TOTAL Charges for Services	0	0.00	200,000.00	0.00 (	200,000.00)	0.00
 <u>Miscellaneous</u>						
406-4000-09-4500 Interest Income	<u>0</u>	<u>6.76</u>	<u>39.65</u>	<u>0.00 (</u>	<u>39.65)</u>	<u>0.00</u>
TOTAL Miscellaneous	0	6.76	39.65	0.00 (	39.65)	0.00
TOTAL REVENUE	0	6.76	200,039.65	0.00 (	200,039.65)	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

406-Holding Acct Dev Agreemts

DEPARTMENT - Development Agreements

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Contract Services</u>						
406-5406-06-5620 Arrow Brooke Dev Agreem	0	2,575.52	3,019.27	0.00 (	3,019.27)	0.00
406-5406-06-5720 Silverado (Regatta) Dev	0	3,736.56	22,149.98	0.00 (	22,149.98)	0.00
406-5406-06-5723 DA - Aubrey Plant/N/S	0	6,930.53	20,527.89	0.00 (	20,527.89)	0.00
406-5406-06-5724 DA - High Pointe Ranch	0	47,998.97	114,071.93	0.00 (	114,071.93)	0.00
406-5406-06-5725 Keenland Addition	0	494.00	3,721.78	0.00 (	3,721.78)	0.00
406-5406-06-5728 DA - RIBBONWOOD	0	1,040.00	4,851.25	0.00 (	4,851.25)	0.00
406-5406-06-5729 Sweet Cow Holdings LLC	0	276.55	3,930.93	0.00 (	3,930.93)	0.00
406-5406-06-6450 Sandbrock Dev Agreement	0	5,571.14	5,571.14	0.00 (	5,571.14)	0.00
406-5406-06-6460 Duck Point MM Aubrey	0	2,770.72	26,350.99	0.00 (	26,350.99)	0.00
406-5406-06-6462 Pecan Creek Residential	0	42.50	42.50	0.00 (	42.50)	0.00
406-5406-06-6463 HPR - Lennar	0	7,853.54	8,377.18	0.00 (	8,377.18)	0.00
406-5406-06-6465 DA Lennar Loyd Ranch	0	527.50	527.50	0.00 (	527.50)	0.00
406-5406-06-6470 DA US 377 Project Alpha	0	2,306.00	2,306.00	0.00 (	2,306.00)	0.00
406-5406-06-6471 Blackjack 4Star PSA	0	957.55	957.55	0.00 (	957.55)	0.00
TOTAL Contract Services	0	83,081.08	216,405.89	0.00 (	216,405.89)	0.00
TOTAL Development Agreements	0	83,081.08	216,405.89	0.00 (	216,405.89)	0.00
TOTAL EXPENSES	0	83,081.08	216,405.89	0.00 (	216,405.89)	0.00
REVENUE OVER/(UNDER) EXPENSES	0 (	83,074.32) (	16,366.24)	0.00	16,366.24	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

501-Capital Projects Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Penalties & Interest	315,000	90,795.94	467,209.80	0.00 (	152,209.80)	148.32
Miscellaneous	3,400,000	0.00	5,708,335.65	0.00 (	2,308,335.65)	167.89
Contingency/FB	<u>14,541,598</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,541,598.00</u>	<u>0.00</u>
TOTAL GENERAL REVENUE	<u>18,256,598</u>	<u>90,795.94</u>	<u>6,175,545.45</u>	<u>0.00</u>	<u>12,081,052.55</u>	<u>33.83</u>
TOTAL REVENUE	18,256,598	90,795.94	6,175,545.45	0.00	12,081,052.55	33.83
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Capital Projects</u>						
Contract Services	592,415	9,519.63	42,368.21	2,063.00	547,983.79	7.50
Miscellaneous	17,664,183	1,007,773.09	6,157,040.63	1,860,748.75	9,646,393.62	45.39
Debt Service	<u>0</u>	<u>0.00</u>	<u>203,337.00</u>	<u>0.00</u>	<u>(203,337.00)</u>	<u>0.00</u>
TOTAL Capital Projects	<u>18,256,598</u>	<u>1,017,292.72</u>	<u>6,402,745.84</u>	<u>1,862,811.75</u>	<u>9,991,040.41</u>	<u>45.27</u>
TOTAL EXPENSES	18,256,598	1,017,292.72	6,402,745.84	1,862,811.75	9,991,040.41	45.27
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENSES	0 (	926,496.78) (	227,200.39) (	1,862,811.75)	2,090,012.14	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

501-Capital Projects Fund

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Penalties & Interest</u>						
501-4000-05-4500 Interest Income	315,000	90,795.94	467,209.80	0.00	(152,209.80)	148.32
TOTAL Penalties & Interest	315,000	90,795.94	467,209.80	0.00	(152,209.80)	148.32
 <u>Miscellaneous</u>						
501-4000-09-4900 Bond proceeds	3,400,000	0.00	5,525,000.00	0.00	(2,125,000.00)	162.50
501-4000-09-4901 Premium on Sale of Bond	0	0.00	183,335.65	0.00	(183,335.65)	0.00
TOTAL Miscellaneous	3,400,000	0.00	5,708,335.65	0.00	(2,308,335.65)	167.89
 <u>Contingency/FB</u>						
501-4000-99-4091 Transfers In	13,539,519	0.00	0.00	0.00	13,539,519.00	0.00
501-4000-99-4092 Capital Carryforward	1,002,079	0.00	0.00	0.00	1,002,079.00	0.00
TOTAL Contingency/FB	14,541,598	0.00	0.00	0.00	14,541,598.00	0.00
TOTAL REVENUE	18,256,598	90,795.94	6,175,545.45	0.00	12,081,052.55	33.83

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

501-Capital Projects Fund

DEPARTMENT - Capital Projects

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Capital</u>						
<u>Contract Services</u>						
501-5501-06-5765 IT Projects	92,415	9,519.63	42,368.21	2,063.00	47,983.79	48.08
501-5501-06-5766 Engineering	<u>500,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500,000.00</u>	<u>0.00</u>
TOTAL Contract Services	592,415	9,519.63	42,368.21	2,063.00	547,983.79	7.50
<u>Miscellaneous</u>						
501-5501-09-5633 Capital Public Safety E	631,257	0.00	100,000.00	0.00	531,257.00	15.84
501-5501-09-5650 Capital Public Safety 2	6,044,149	0.00	1,484,577.29	0.00	4,559,571.71	24.56
501-5501-09-5651 Capital Vehicle Replace	1,606,516	153,341.68	1,296,094.73	926,751.38 (	616,330.11)	138.36
501-5501-09-5652 Capital Project 38	3,400,000	0.00	0.00	0.00	3,400,000.00	0.00
501-5501-09-5656 2023 PH 1 Offsights	3,134,698	482,925.43	770,714.46	839,941.00	1,524,042.54	51.38
501-5501-09-5657 Capital Modular Buildin	278,407	27,095.35	291,582.00	0.00 (	13,175.00)	104.73
501-5501-09-5658 CO 2024 FS#2	0	199,124.92	638,207.42	0.00 (	638,207.42)	0.00
501-5501-09-5659 Council Chambers 2023	0	3,672.00	46,807.00	0.00 (	46,807.00)	0.00
501-5501-09-5689 Street Projects	751,000	43,234.93	852,712.79	0.00 (	101,712.79)	113.54
501-5501-09-5690 Admin Projects	86,349	0.00	8,823.73	0.00	77,525.27	10.22
501-5501-09-5901 Water System Expansion	733,086	32,604.03	211,815.13	0.00	521,270.87	28.89
501-5501-09-5950 Sewer System Expansion	<u>998,721</u>	<u>65,774.75</u>	<u>455,706.08</u>	<u>94,056.37</u>	<u>448,958.55</u>	<u>55.05</u>
TOTAL Miscellaneous	17,664,183	1,007,773.09	6,157,040.63	1,860,748.75	9,646,393.62	45.39
<u>Debt Service</u>						
501-5501-98-5899 Bond Issue Costs	<u>0</u>	<u>0.00</u>	<u>203,337.00</u>	<u>0.00</u> (	<u>203,337.00)</u>	<u>0.00</u>
TOTAL Debt Service	0	0.00	203,337.00	0.00 (	203,337.00)	0.00
<u>Contingency/FB</u>						
TOTAL Capital Projects	18,256,598	1,017,292.72	6,402,745.84	1,862,811.75	9,991,040.41	45.27
TOTAL EXPENSES	18,256,598	1,017,292.72	6,402,745.84	1,862,811.75	9,991,040.41	45.27
REVENUE OVER/ (UNDER) EXPENSES	0 (	926,496.78) (	227,200.39) (	1,862,811.75)	2,090,012.14	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

701-MDD

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

GENERAL REVENUE

Taxes	800,000	75,679.33	509,739.30	0.00	290,260.70	63.72
Miscellaneous	<u>60,010</u>	<u>13,799.91</u>	<u>75,260.06</u>	<u>0.00</u>	(<u>15,250.06</u>)	<u>125.41</u>
TOTAL GENERAL REVENUE	<u>860,010</u>	<u>89,479.24</u>	<u>584,999.36</u>	<u>0.00</u>	<u>275,010.64</u>	<u>68.02</u>
 TOTAL REVENUE	 860,010	 89,479.24	 584,999.36	 0.00	 275,010.64	 68.02
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

MDD

Personnel	138,465	4,377.32	57,499.89	0.00	80,965.11	41.53
Materials & Supplies	8,500	595.54	5,142.41	0.00	3,357.59	60.50
Repairs & Maintenance	20,000	584.07	9,060.53	0.00	10,939.47	45.30
Utilities	595	68.03	312.84	0.00	282.16	52.58
Contract Services	148,200	0.00	3,827.76	0.00	144,372.24	2.58
Fees & Other Services	51,850	1,084.33	29,702.14	0.00	22,147.86	57.28
Contingency/FB	<u>215,000</u>	<u>1,250.00</u>	<u>7,500.00</u>	<u>0.00</u>	<u>207,500.00</u>	<u>3.49</u>
TOTAL MDD	<u>582,610</u>	<u>7,959.29</u>	<u>113,045.57</u>	<u>0.00</u>	<u>469,564.43</u>	<u>19.40</u>
 TOTAL EXPENSES	 582,610	 7,959.29	 113,045.57	 0.00	 469,564.43	 19.40
	=====	=====	=====	=====	=====	=====
 REVENUE OVER/(UNDER) EXPENSES	 277,400	 81,519.95	 471,953.79	 0.00	(194,553.79)	 170.13

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

701-MDD

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Taxes</u>						
701-4000-02-4130 Sales Taxes	800,000	75,679.33	509,739.30	0.00	290,260.70	63.72
TOTAL Taxes	800,000	75,679.33	509,739.30	0.00	290,260.70	63.72
<u>Grants</u>						
<u>Miscellaneous</u>						
701-4000-09-4500 Interest Income	60,000	13,799.91	75,260.06	0.00 (	15,260.06)	125.43
701-4000-09-4730 Property Rental Income	10	0.00	0.00	0.00	10.00	0.00
TOTAL Miscellaneous	60,010	13,799.91	75,260.06	0.00 (	15,250.06)	125.41
<u>Contingency/FB</u>						
TOTAL REVENUE	860,010	89,479.24	584,999.36	0.00	275,010.64	68.02

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

701-MDD

DEPARTMENT - MDD

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
701-5176-01-5101 Salaries	105,000	3,750.23	42,436.89	0.00	62,563.11	40.42
701-5176-01-5106 Longevity	50	0.00	0.00	0.00	50.00	0.00
701-5176-01-5107 TMRS Contribution	6,828	243.76	2,758.39	0.00	4,069.61	40.40
701-5176-01-5108 Payroll Tax Expense (me	1,523	46.88	591.57	0.00	931.43	38.84
701-5176-01-5109 Group Health Insurance	9,864	336.45	5,200.95	0.00	4,663.05	52.73
701-5176-01-5110 Workmens Comp TML	200	0.00	92.69	0.00	107.31	46.35
701-5176-01-5621 Travel/training	15,000	0.00	6,419.40	0.00	8,580.60	42.80
TOTAL Personnel	138,465	4,377.32	57,499.89	0.00	80,965.11	41.53
<u>Capital</u>						
<u>Materials & Supplies</u>						
701-5176-03-5050 Office Supplies	3,500	169.99	2,187.29	0.00	1,312.71	62.49
701-5176-03-5060 Promotional Materials	5,000	425.55	2,955.12	0.00	2,044.88	59.10
TOTAL Materials & Supplies	8,500	595.54	5,142.41	0.00	3,357.59	60.50
<u>Repairs & Maintenance</u>						
701-5176-04-5120 Building Maintenance	20,000	584.07	9,060.53	0.00	10,939.47	45.30
TOTAL Repairs & Maintenance	20,000	584.07	9,060.53	0.00	10,939.47	45.30
<u>Utilities</u>						
701-5176-05-5618 Telephone	595	68.03	312.84	0.00	282.16	52.58
TOTAL Utilities	595	68.03	312.84	0.00	282.16	52.58
<u>Contract Services</u>						
701-5176-06-5240 Drug screening/backgrou	200	0.00	0.00	0.00	200.00	0.00
701-5176-06-5620 Legal & Professional	40,000	0.00	3,476.40	0.00	36,523.60	8.69
701-5176-06-5764 Special Services	3,000	0.00	0.00	0.00	3,000.00	0.00
701-5176-06-7862 Maps	5,000	0.00	351.36	0.00	4,648.64	7.03
701-5176-06-7863 Strategic Plan	100,000	0.00	0.00	0.00	100,000.00	0.00
TOTAL Contract Services	148,200	0.00	3,827.76	0.00	144,372.24	2.58
<u>Fees & Other Services</u>						
701-5176-07-5190 Insurance - TML	850	0.00	403.73	0.00	446.27	47.50
701-5176-07-5260 Dues & Memberships	13,000	0.00	10,125.00	0.00	2,875.00	77.88
701-5176-07-5665 Technology/Promotional	25,000	1,084.33	17,439.31	0.00	7,560.69	69.76
701-5176-07-5667 Marketing and Advertisi	13,000	0.00	1,734.10	0.00	11,265.90	13.34
TOTAL Fees & Other Services	51,850	1,084.33	29,702.14	0.00	22,147.86	57.28
<u>Miscellaneous</u>						
<u>Contingency/FB</u>						
701-5176-99-4091 Administrative fee	15,000	1,250.00	7,500.00	0.00	7,500.00	50.00
701-5176-99-5700 Grant Match	50,000	0.00	0.00	0.00	50,000.00	0.00
701-5176-99-5750 Economic Incentives	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL Contingency/FB	215,000	1,250.00	7,500.00	0.00	207,500.00	3.49
TOTAL MDD	582,610	7,959.29	113,045.57	0.00	469,564.43	19.40

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

701-MDD

DEPARTMENT - MDD

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL EXPENSES	582,610	7,959.29	113,045.57	0.00	469,564.43	19.40
REVENUE OVER/ (UNDER) EXPENSES	277,400	81,519.95	471,953.79	0.00 (	194,553.79)	170.13

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

801-Employee Benefit Trust

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

GENERAL REVENUE

Miscellaneous	<u>1,193,000</u>	<u>89,423.65</u>	<u>525,186.56</u>	<u>0.00</u>	<u>667,813.44</u>	<u>44.02</u>
TOTAL GENERAL REVENUE	<u>1,193,000</u>	<u>89,423.65</u>	<u>525,186.56</u>	<u>0.00</u>	<u>667,813.44</u>	<u>44.02</u>
TOTAL REVENUE	<u>1,193,000</u>	<u>89,423.65</u>	<u>525,186.56</u>	<u>0.00</u>	<u>667,813.44</u>	<u>44.02</u>
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Insurance Premiums

Personnel	<u>1,193,000</u>	<u>99,960.12</u>	<u>597,989.98</u>	<u>0.00</u>	<u>595,010.02</u>	<u>50.12</u>
TOTAL Insurance Premiums	<u>1,193,000</u>	<u>99,960.12</u>	<u>597,989.98</u>	<u>0.00</u>	<u>595,010.02</u>	<u>50.12</u>
TOTAL EXPENSES	<u>1,193,000</u>	<u>99,960.12</u>	<u>597,989.98</u>	<u>0.00</u>	<u>595,010.02</u>	<u>50.12</u>
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	0	(10,536.47)	(72,803.42)	0.00	72,803.42	0.00
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

801-Employee Benefit Trust

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Miscellaneous</u>						
801-4000-09-4430 Employer Insurance Prem	882,500	69,032.31	400,718.46	0.00	481,781.54	45.41
801-4000-09-4440 Employee Insurance Prem	300,000	19,236.55	116,843.70	0.00	183,156.30	38.95
801-4000-09-4480 Flex Spending Account	8,000	893.80	5,362.80	0.00	2,637.20	67.04
801-4000-09-4490 Employee benefits	1,000	0.00	0.00	0.00	1,000.00	0.00
801-4000-09-4500 Interest Income	<u>1,500</u>	<u>260.99</u>	<u>2,261.60</u>	<u>0.00</u>	(<u>761.60</u>)	<u>150.77</u>
TOTAL Miscellaneous	1,193,000	89,423.65	525,186.56	0.00	667,813.44	44.02
TOTAL REVENUE	1,193,000	89,423.65	525,186.56	0.00	667,813.44	44.02

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

801-Employee Benefit Trust

DEPARTMENT - Insurance Premiums

% OF YEAR COMPLETED: 50.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
801-5000-01-4090 Administrative Fee	0	122.00	826.00	0.00 (	826.00)	0.00
801-5000-01-5111 Health Insurance	1,030,000	81,742.83	492,998.70	0.00	537,001.30	47.86
801-5000-01-5112 Dental Insurance	70,000	6,364.65	36,535.98	0.00	33,464.02	52.19
801-5000-01-5113 Vision Insurance	10,000	881.94	5,851.39	0.00	4,148.61	58.51
801-5000-01-5115 Life Insurance	50,000	7,113.56	40,907.75	0.00	9,092.25	81.82
801-5000-01-5117 Voluntary Policies	15,000	1,151.24	7,179.98	0.00	7,820.02	47.87
801-5000-01-5118 Flex Spending	8,000	1,584.70	5,892.48	0.00	2,107.52	73.66
801-5000-01-5119 New Benefits	8,000	869.20	4,190.20	0.00	3,809.80	52.38
801-5000-01-5120 Careflight/PHI	<u>2,000</u>	<u>130.00</u>	<u>3,607.50</u>	<u>0.00 (</u>	<u>1,607.50)</u>	<u>180.38</u>
TOTAL Personnel	1,193,000	99,960.12	597,989.98	0.00	595,010.02	50.12
TOTAL Insurance Premiums	1,193,000	99,960.12	597,989.98	0.00	595,010.02	50.12
TOTAL EXPENSES	1,193,000	99,960.12	597,989.98	0.00	595,010.02	50.12
REVENUE OVER/ (UNDER) EXPENSES	0 (	10,536.47) (	72,803.42)	0.00	72,803.42	0.00



Balance Sheet by Fund

(Unaudited)

March 2024

BALANCE SHEET

AS OF: MARCH 31ST, 2024

101-General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
101-11-000-00	General Fund Cash	1,207,788.08	
101-11-000-10	Cash on hand - Court drawer	200.00	
101-11-000-84	Claim on Cash General	3,160,482.43	
101-11-000-90	Investment Account	5,302,201.79	
101-11-013-20	Taxes Receivable	15,134.54	
101-11-013-33	Allowance for Taxes	(4,211.95)	
101-11-013-37	Sales Tax Receivable	357,944.13	
101-11-015-00	Court Fees Receivable	437,291.24	
101-11-015-50	Allowance for Court Fees	(270,400.15)	
101-11-021-00	Prepays	1,445,048.00	
101-11-050-00	Inventory	7,941.00	
101-13-000-80	Due from other funds EBT	50,000.00	
101-19-000-00	Net Pension Asset	84,712.00	
			<u>11,794,131.11</u>
	TOTAL ASSETS		11,794,131.11
			=====
LIABILITIES			
=====			
101-21-010-00	Accounts Payable Pooled	52,868.42	
101-21-010-01	Accounts Payable-General Fund	12,764.70	
101-21-010-14	Deferred Revenue Taxes	10,922.59	
101-21-010-15	Deferred Revenue Court	166,891.39	
101-21-010-17	Deferred Pension Inflows	146,888.00	
101-21-010-18	Net Pension Liability	100,153.00	
101-21-010-19	Deferred Pension Outflows	(244,985.00)	
101-21-015-40	Child Support Payable	461.28	
101-21-021-51	Unapplied Credit Liability A/R	300.00	
101-21-022-10	Wages Payable	11,057.03	
101-21-023-20	Comm Ctr rental deposits	770.01	
101-21-023-30	Parks rental deposits	(150.00)	
101-21-023-41	Credit Card Fees Payable	(5,065.52)	
101-21-023-50	Court Cash Bonds	443.30	
101-21-023-70	OMNI fee - court	(156.23)	
			<u>253,162.97</u>
	TOTAL LIABILITIES		
EQUITY			
=====			
101-31-033-00	Fund Balance General Fund	8,316,430.41	
101-31-033-80	Net Pension Obligation	82,656.00	
	TOTAL BEGINNING EQUITY	8,399,086.41	
	TOTAL REVENUE	10,702,672.64	
	TOTAL EXPENSES	<u>7,560,790.91</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	3,141,881.73	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>11,540,968.14</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		11,794,131.11
			=====

BALANCE SHEET

AS OF: MARCH 31ST, 2024

201-Water Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
201-11-000-00	Water Fund Cash	118,972.14
201-11-000-10	Cash Drawer	200.00
201-11-000-84	Claim on Cash Water	942,324.99
201-11-000-90	Investment Account	74,364.45
201-11-000-91	Water Impact Fees	616,488.13
201-11-012-73	Cash in bank - Water Bond S16	1,132.51
201-11-013-00	Accounts receivable - UB	167,926.76
201-11-013-21	Accounts Receivable - Unbilled	74,348.52
201-11-013-22	Allowance for Uncollect Water	(26,613.04)
201-11-050-00	Inventory	186,333.80
201-12-016-10	Land	83,058.00
201-12-016-30	Water System	11,615,601.20
201-12-016-50	Machinery and Equipment	672,941.53
201-12-016-60	Vehicles	363,127.54
201-12-016-67	Office Equipment	43,133.09
201-12-016-80	Buildings and improvements	112,282.54
201-12-017-00	Accumulated Depreciation	(5,980,941.93)
201-13-000-00	Due from other funds	368,290.00
201-19-000-00	Net Pension Asset	46,800.00
		<u>9,479,770.23</u>
TOTAL ASSETS		9,479,770.23
=====		
LIABILITIES		
=====		
201-21-010-00	Accounts Payable Pooled	6,975.92
201-21-010-05	Unapplied Credits	5,571.76
201-21-010-17	Deferred Pension Inflows	38,700.00
201-21-010-18	Net Pension Liability	13,500.00
201-21-010-19	Deferred Pension Outflows	(29,200.00)
201-21-010-20	Deferred OPEB Outflows	(1,800.00)
201-21-021-10	Accrued Vacation Payable- wate	4,071.98
201-21-021-20	Accrued Interest Payable	15,918.75
201-21-021-90	SALES TAX COLLECTED	649.32
201-21-023-41	Credit Card Fees Payable	5,580.12
201-21-027-00	Bond Premium	203,036.00
201-21-029-10	Bonds Payable - Series 2016	4,220,000.00
201-21-029-80	Customer Deposits	159,794.32
201-21-029-81	Customer Refunds Payable	(41.23)
201-23-901-00	Due to Payroll Fund	(3,102.78)
201-23-999-00	Water Impact Fees	21,759.00
		<u>4,661,413.16</u>
TOTAL LIABILITIES		4,661,413.16
=====		
EQUITY		
=====		
201-31-033-02	Fund balance - Water/Sewer	4,096,638.80
201-31-033-10	Developer Contributions	470,033.47
201-31-033-80	Net Pension Benefit Obligation	9,219.00
		<u>4,575,891.27</u>
TOTAL BEGINNING EQUITY		4,575,891.27

BALANCE SHEET

AS OF: MARCH 31ST, 2024

201-Water Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
TOTAL REVENUE		1,358,891.46
TOTAL EXPENSES		<u>1,116,425.66</u>
TOTAL REVENUE OVER/ (UNDER) EXPENSES		242,465.80
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>4,818,357.07</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		9,479,770.23
=====		

BALANCE SHEET

AS OF: MARCH 31ST, 2024

202-Sewer Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
202-11-000-84	Claim on Cash Sewer	(8,076,639.41)	
202-11-000-91	Sewer Impact Fees	802,846.58	
202-11-013-01	Accounts Receivable - UB	83,706.14	
202-11-013-21	Accounts Receivable - Unbilled	38,511.13	
202-11-013-22	Allowance for Doubtful Account	(13,265.75)	
202-11-050-00	Inventory	7,353.00	
202-12-016-40	Sewer System	<u>14,475,405.67</u>	
			<u>7,317,917.36</u>
TOTAL ASSETS			7,317,917.36
			=====
LIABILITIES			
=====			
202-21-010-00	Accounts Payable Pooled	13,250.56	
202-21-021-10	Accrued Vacation Payable	15,151.63	
202-21-028-80	Bonds Payable - Series 2013	107,000.00	
202-23-000-00	Due to other funds	114,820.00	
202-23-901-00	Due to Payroll Fund	(13,116.03)	
202-23-999-00	Sewer Impact Fees	<u>28,429.00</u>	
TOTAL LIABILITIES			<u>265,535.16</u>
EQUITY			
=====			
202-31-033-00	Fund Balance	5,529,767.70	
202-31-033-10	Developer Contributions	679,017.91	
202-31-033-50	Restricted for Sewer Impact	<u>739,050.73</u>	
TOTAL BEGINNING EQUITY			6,947,836.34
TOTAL REVENUE			679,035.23
TOTAL EXPENSES			<u>574,489.37</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES			104,545.86
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>7,052,382.20</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			7,317,917.36
			=====

BALANCE SHEET

AS OF: MARCH 31ST, 2024

205-Solid Waste Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
205-11-000-84	Claim on Cash Garbage	(210,558.89)
205-11-013-00	Accounts Receivable - UB	50,137.15
205-11-013-10	Accounts receivable	95,878.23
205-11-013-21	Accounts Receivable - Unbilled	26,340.33
205-11-013-22	Allowance for Doubtful Account	(9,746.74)
		(47,949.92)
TOTAL ASSETS		(47,949.92)
		=====
LIABILITIES		
=====		
205-21-010-00	Accounts Payable Pooled	146,189.30
205-21-021-90	Sales Tax Payable	17,384.45
205-23-000-00	Due to other funds	16,219.00
TOTAL LIABILITIES		179,792.75
EQUITY		
=====		
205-31-033-00	Fund Balance	(272,923.87)
TOTAL BEGINNING EQUITY		(272,923.87)
TOTAL REVENUE		1,063,402.86
TOTAL EXPENSES		1,018,221.66
TOTAL REVENUE OVER/(UNDER) EXPENSES		45,181.20
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(227,742.67)
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		(47,949.92)
		=====

BALANCE SHEET

AS OF: MARCH 31ST, 2024

301-Debt Service Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
301-11-000-00	Debt Service Cash	372,144.80	
301-11-000-84	Claim on Cash Debt Service	(23,372.51)	
301-11-000-90	Investment Account	70,328.05	
301-11-013-00	Property Taxes Receivable	13,595.83	
301-11-013-10	Allowance for Uncollect Taxes	(5,771.27)	
301-13-000-00	Due from other funds	<u>114,820.00</u>	
			<u>541,744.90</u>
TOTAL ASSETS			541,744.90
=====			
LIABILITIES			
=====			
301-21-029-90	Deferred Taxes-I&S	<u>7,824.56</u>	
TOTAL LIABILITIES			<u>7,824.56</u>
EQUITY			
=====			
301-31-033-01	Fund Balance - Restricted	<u>247,823.66</u>	
TOTAL BEGINNING EQUITY		<u>247,823.66</u>	
TOTAL REVENUE		1,307,769.96	
TOTAL EXPENSES		<u>1,021,673.28</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		286,096.68	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>533,920.34</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			541,744.90
=====			

BALANCE SHEET

AS OF: MARCH 31ST, 2024

401-Special Revenue Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
401-11-000-00	Special Revenue Cash	45,653.27	
401-11-000-84	Claim on Cash Special Revenue	<u>20,471.27</u>	
			<u>66,124.54</u>
TOTAL ASSETS			66,124.54
			=====
LIABILITIES			
=====			
EQUITY			
=====			
401-31-033-02	Fund Balance - Child Safety	4,021.19	
401-31-033-04	Fund Balance - Court Security	6,920.50	
401-31-033-05	Fund Balance - PD Officers Tra	32,743.78	
401-31-033-06	Fund Balance - Seizure Funds	3,228.17	
401-31-033-07	FUND BALANCE HOT	<u>540.76</u>	
TOTAL BEGINNING EQUITY		47,454.40	
TOTAL REVENUE		22,195.14	
TOTAL EXPENSES		<u>3,525.00</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		18,670.14	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>66,124.54</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			66,124.54
			=====

BALANCE SHEET

AS OF: MARCH 31ST, 2024

402-TIRZ Jackson Ridge

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
402-11-000-00	TIRZ Cash	891,626.32
402-11-000-84	Claim on Cash TIRZ	<u>510,796.80</u>
		<u>1,402,423.12</u>
TOTAL ASSETS		1,402,423.12
		=====
LIABILITIES		
=====		
EQUITY		
=====		
402-31-033-06	Fund balance - TIRZ Fund	<u>526,039.50</u>
	TOTAL BEGINNING EQUITY	526,039.50
TOTAL REVENUE		<u>876,383.62</u>
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	876,383.62
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>1,402,423.12</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		1,402,423.12
		=====

BALANCE SHEET

AS OF: MARCH 31ST, 2024

403-Impact Fees

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
403-11-000-00	Impact Fees Cash	404,959.80	
403-11-000-84	Claim on Cash Impact Fees	(17,913.28)	
			<u>387,046.52</u>
	TOTAL ASSETS		387,046.52
			=====
LIABILITIES			
=====			
403-21-010-00	Accounts Payable Pooled	1,010.00	
	TOTAL LIABILITIES		<u>1,010.00</u>
EQUITY			
=====			
403-31-033-20	Restricted FB- Street Impact	376,974.59	
	TOTAL BEGINNING EQUITY	376,974.59	
	TOTAL REVENUE	10,691.93	
	TOTAL EXPENSES	<u>1,630.00</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	9,061.93	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>386,036.52</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		387,046.52
			=====

BALANCE SHEET

AS OF: MARCH 31ST, 2024

404-Development Fees

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
404-11-000-00	Development Fees Cash	254.48	
404-11-000-50	Investment Acct-Park Fees	2,058,592.86	
404-11-000-60	Investment acct-Fire Station	4,176,791.10	
404-11-000-70	Investment Acct-Street Fees	3,088,034.89	
404-11-000-84	Claim on Cash Development Fees	1,038,916.54	
404-11-000-90	Investment Account	<u>425,132.90</u>	
			<u>10,787,722.77</u>
TOTAL ASSETS			10,787,722.77
=====			
LIABILITIES			
=====			
404-21-010-00	Accounts Payable Pooled	<u>2,968.87</u>	
TOTAL LIABILITIES			<u>2,968.87</u>
EQUITY			
=====			
404-31-033-00	Fund Balance	<u>9,877,418.37</u>	
TOTAL BEGINNING EQUITY		9,877,418.37	
TOTAL REVENUE		1,011,581.51	
TOTAL EXPENSES		<u>104,245.98</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		907,335.53	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>10,784,753.90</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			10,787,722.77
=====			

BALANCE SHEET

AS OF: MARCH 31ST, 2024

405-Grant Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
405-11-000-00	Grant Fund Cash	1,151,876.60	
405-11-000-84	Claim on Cash Grants	(355,224.11)	
405-11-021-01	Prepaid Project Match	<u>76,322.00</u>	
			<u>872,974.49</u>
TOTAL ASSETS			872,974.49
=====			
LIABILITIES			
=====			
405-21-010-00	Account Payable Pooled	6,255.70	
405-21-021-60	Unearned Revenue - Grants	<u>1,088,603.75</u>	
TOTAL LIABILITIES			<u>1,094,859.45</u>
EQUITY			
=====			
405-31-033-04	Fund Balance - Grant Fund	(<u>278,550.21</u>)	
TOTAL BEGINNING EQUITY		(278,550.21)	
TOTAL REVENUE		415,815.34	
TOTAL EXPENSES		<u>359,150.09</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		56,665.25	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		(<u>221,884.96</u>)	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			872,974.49
=====			

BALANCE SHEET

AS OF: MARCH 31ST, 2024

406-Holding Acct Dev Agreemts

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
406-11-000-00	Developer Cash Holdings	1,502.22	
406-11-000-84	Claim on Cash Holding	<u>625,801.49</u>	
			<u>627,303.71</u>
TOTAL ASSETS			627,303.71
			=====
LIABILITIES			
=====			
406-21-010-00	Accounts Payable Pooled	48,221.62	
406-23-000-00	Due to Other Funds	<u>368,290.00</u>	
TOTAL LIABILITIES			<u>416,511.62</u>
EQUITY			
=====			
406-31-033-00	Fund Balance	<u>227,158.33</u>	
TOTAL BEGINNING EQUITY		227,158.33	
TOTAL REVENUE		200,039.65	
TOTAL EXPENSES		<u>216,405.89</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		(16,366.24)	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>210,792.09</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			627,303.71
			=====

BALANCE SHEET

AS OF: MARCH 31ST, 2024

501-Capital Projects Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
501-11-000-00	Capital Projects Cash	1,151.65
501-11-000-55	Vehicle Replacement Fund	104,669.25
501-11-000-58	Cash - Tax Notes	401,830.26
501-11-000-59	Cash - CO 2022 Public Safety	7,716,286.14
501-11-000-60	Cash - CO 2023 Keeneland Phl	4,980,038.73
501-11-000-61	Cash - CO 2024 Station 2	5,533,042.38
501-11-000-84	Claim on Cash Capital Projects	3,604,398.11
501-11-008-38	Cash - Water Bond S16	<u>600,863.77</u>
		<u>22,942,280.29</u>
TOTAL ASSETS		22,942,280.29
		=====
LIABILITIES		
=====		
501-21-010-00	Accounts Payable Pooled	245,671.28
501-23-999-00	Impact Fees - Streets	<u>27,312.31</u>
TOTAL LIABILITIES		<u>272,983.59</u>
EQUITY		
=====		
501-31-033-03	Restricted FB - Contruction	<u>22,896,497.09</u>
TOTAL BEGINNING EQUITY		22,896,497.09
TOTAL REVENUE		6,175,545.45
TOTAL EXPENSES		<u>6,402,745.84</u>
TOTAL REVENUE OVER/ (UNDER) EXPENSES		(227,200.39)
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>22,669,296.70</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		22,942,280.29
		=====

BALANCE SHEET

AS OF: MARCH 31ST, 2024

701-MDD

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
701-11-000-00	MDD Cash	598,058.57	
701-11-000-84	Claim on Cash MDD	(115,082.46)	
701-11-000-90	Investment Account	2,416,924.60	
701-11-013-37	Sales Tax Receivable	159,278.70	
701-12-015-00	Land	20,500.00	
701-12-015-10	Buildings and improvements	171,183.05	
701-12-017-00	Accumulated Depreciation	(43,317.00)	
		<u>3,207,545.46</u>	
TOTAL ASSETS			3,207,545.46
			=====
LIABILITIES			
=====			
701-21-010-00	Accounts Payable Pooled	<u>235.07</u>	
TOTAL LIABILITIES			<u>235.07</u>
EQUITY			
=====			
701-31-040-10	Fund Balance - MDD	<u>2,735,356.60</u>	
TOTAL BEGINNING EQUITY		2,735,356.60	
TOTAL REVENUE		584,999.36	
TOTAL EXPENSES		<u>113,045.57</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		471,953.79	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>3,207,310.39</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			3,207,545.46
			=====

BALANCE SHEET

AS OF: MARCH 31ST, 2024

801-Employee Benefit Trust

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
801-11-000-00	Employee Benefit Trust Cash	12,262.63
801-11-000-84	Claim on Cash EBT	(62,707.91)
		(50,445.28)
	TOTAL ASSETS	(50,445.28)
		=====
LIABILITIES		
=====		
801-21-010-00	Accounts Payable Pooled	32.50
801-21-010-13	Accounts Payable	60.00
801-23-000-00	Due to other funds	50,000.00
	TOTAL LIABILITIES	50,092.50
EQUITY		
=====		
801-31-033-00	Fund Balance	(27,734.36)
	TOTAL BEGINNING EQUITY	(27,734.36)
	TOTAL REVENUE	525,186.56
	TOTAL EXPENSES	597,989.98
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	(72,803.42)
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	(100,537.78)
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.	(50,445.28)
		=====



City of Aubrey, Texas
Quarterly Investment Report
January 1, 2024 to March 31, 2024
Portfolio Summary Management Report

This quarterly report is in full compliance with the investment policy and strategy as established for the City of Aubrey, Texas, and the Public Funds Investment Act (Chapter 2256, Government Code).

12/31/23

Beginning Book Value: \$37,741,894
Beginning Market Value: 37,741,894
Beginning Par Value: 37,741,894

03/31/24

Beginning Book Value: \$36,261,721
Beginning Market Value: 36,261,721
Beginning Par Value: 36,261,721

WAM at Beginning Period Date

50 days

WAM at Ending Period Date

50 days

Increase/(Decrease) in Investment Holdings
Market Value (\$1,480,174)

Average Yield to Maturity for quarter 5.432%
Average Yield to Maturity 6-month T-Bill 5.315%

Chris Rich, Mayor

Mike English, Finance Director

CITY OF AUBREY, TEXAS
CURRENT INVESTMENT PORTFOLIO AS OF
MARCH 31, 2024

ALL FUND TYPES (EXCEPT MDD/EDC) AS DEFINED IN CITY'S INVESTMENT POLICY

CUSIP	TYPE OF SECURITY	PAR	CURRENT RATE	PURCHASE SETTLEMENT DATE	MATURITY DATE	TERM	DAYS HELD 3/31/2024	DAYS TO MATURITY 3/31/2024	% TOTAL	WEIGHTED AVG MATURITY	WEIGHTED AVG YIELD
<u>Cash Positions : Bank Cash Investments</u>											
Point Bank	DDA	\$6,349,751	5.5100%	3/31/2024	3/31/2024	1	0	0	17.51%	0	5.2867%
Subtotal Cash Positions		<u>\$6,349,751</u>									
<u>Cash Positions : Pooled Investments</u>											
LOGIC	Pool	\$29,911,969	5.5411%	3/31/2024	3/31/2024	1	0	1	82.49%	50	5.4625%
Subtotal Cash Positions		<u>\$29,911,969</u>									
<u>Cash Positions : Treasuries, Agencies, CD Investments</u>											
		<u>\$0</u>	0.0000%								
Subtotal Cash Positions		<u>\$0</u>									
Grand Total		<u>\$36,261,721</u>							<u>100.00%</u>	<u>50</u>	<u>5.4317%</u>

CITY OF AUBREY, TEXAS
 QUARTERLY POSITION CHANGE REPORT
 January 1, 2024 to March 31, 2024

ALL FUND TYPES (EXCEPT MDD/EDC) AS DEFINED IN CITY'S INVESTMENT POLICY

CUSIP	TYPE OF SECURITY	PAR	CURRENT RATE	PURCHASE	MATURITY DATE	BOOK VALUE			MARKET VALUE		
				SETTLEMENT DATE		BEGINNING 12/31/2023	ENDING 3/31/2024	CHANGE	BEGINNING 12/31/2023	ENDING 3/31/2024	CHANGE
<u>Cash Positions : Bank Cash Investments</u>											
Bank Deposits	DDA	\$6,349,751	5.5100%	3/31/2024	3/31/2024	\$5,985,357	\$6,349,751	\$364,395	\$5,985,357	\$6,349,751	\$364,395
Subtotal Cash Positions		<u>\$6,349,751</u>				<u>\$5,985,357</u>	<u>\$6,349,751</u>	<u>\$364,395</u>	<u>\$5,985,357</u>	<u>\$6,349,751</u>	<u>\$364,395</u>
<u>Cash Positions : Pooled Investments</u>											
LOGIC	Pool	\$29,911,969	5.5411%	3/31/2024	3/31/2024	\$31,756,538	\$29,911,969	(\$1,844,569)	\$31,756,538	\$29,911,969	(\$1,844,569)
Subtotal Cash Positions		<u>\$29,911,969</u>				<u>\$31,756,538</u>	<u>\$29,911,969</u>	<u>(\$1,844,569)</u>	<u>\$31,756,538</u>	<u>\$29,911,969</u>	<u>(\$1,844,569)</u>
<u>Cash Positions : Treasuries, Agencies, CD Investments</u>											
		\$0	0.0000%			\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Cash Positions		<u>\$0</u>				<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Grand Total		<u>\$36,261,721</u>				<u>\$37,741,894</u>	<u>\$36,261,721</u>	<u>(\$1,480,174)</u>	<u>\$37,741,894</u>	<u>\$36,261,721</u>	<u>(\$1,480,174)</u>

INTEREST EARNED FOR QUARTER

MONTH	TYPE OF SECURITY	AVERAGE BALANCE	AVERAGE RATE	INTEREST EARNED
<u>Cash Positions : Bank Cash Investments</u>				
Apr-23	DDA	\$3,500,701	4.7100%	\$ 13,740.25
May-23	DDA	\$3,037,237	4.9100%	\$ 12,427.36
Jun-23	DDA	\$3,533,709	5.1200%	\$ 15,077.16
Jul-23	DDA	\$3,944,827	5.1700%	\$ 16,995.63
Aug-23	DDA	\$4,932,242	5.2500%	\$ 21,578.56
Sep-23	DDA	\$4,171,092	5.4400%	\$ 18,908.95
Oct-23	DDA	\$4,833,199	5.4500%	\$ 21,950.78
Nov-23	DDA	\$3,221,830	5.4900%	\$ 14,739.87
Dec-23	DDA	\$4,596,375	5.5100%	\$ 21,105.02
Jan-24	DDA	\$6,692,754	5.4500%	\$ 30,396.26
Feb-24	DDA	\$6,492,647	5.4900%	\$ 29,703.86
Mar-24	DDA	\$6,685,152	5.5100%	\$ 30,695.99
TOTAL INTEREST EARNED FOR FISCAL YEAR-TO-DATE				\$ 148,591.78
TOTAL INTEREST EARNED FOR QUARTER				\$ 90,796.11
<u>Cash Positions : Pooled Investments</u>				
Apr-23	Pool	\$38,049,205	4.9970%	\$ 128,385.18
May-23	Pool	\$37,327,131	5.1866%	\$ 120,621.78
Jun-23	Pool	\$35,133,338	5.2554%	\$ 139,104.00
Jul-23	Pool	\$38,581,236	5.2985%	\$ 164,945.55
Aug-23	Pool	\$36,511,412	5.5721%	\$ 172,662.21
Sep-23	Pool	\$36,306,615	5.5168%	\$ 155,379.10
Oct-23	Pool	\$33,995,439	5.5432%	\$ 161,014.41
Nov-23	Pool	\$33,544,338	5.5598%	\$ 153,792.55
Dec-23	Pool	\$31,756,538	5.5411%	\$ 153,779.03
Jan-24	Pool	\$31,444,884	5.5432%	\$ 148,358.07
Feb-24	Pool	\$30,490,303	5.5598%	\$ 134,726.18
Mar-24	Pool	\$29,911,969	5.5411%	\$ 136,676.88
TOTAL INTEREST EARNED FOR FISCAL YEAR-TO-DATE				\$ 888,347.12
TOTAL INTEREST EARNED FOR QUARTER				\$ 419,761.13
TOTAL INTEREST EARNED FOR FISCAL YEAR-TO-DATE				\$ 1,036,938.90
TOTAL INTEREST EARNED FOR QUARTER				\$ 510,557.24



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Approve Ordinance # 838-24 amending Chapter 3 “Building Regulations”, Article 3.04.003 (b) “Appointment of code official”, amending Article 3.04.007 (f) “Hearings”, and 3.04.010 “Appeals”.

Staff Contact

Richard Brooks, Police Chief
rbrooks@aubreytx.gov
940-365-2601

Summary

- Code Compliance is entering a phase where violations may need to enter the appeals process.
- Research into proper handling of appeals revealed the need to make some revisions to Chapter 3.04.
- Below is a brief review of the recommended revisions.
 1. 3.03.003(b) – appointment of a code official being made by the city manager. This is in line with charter changes when home rule was established.
 2. 3.04.007(f) – hearings to be held by the board of adjustment rather than the city council.
 3. 3.04.010 – appeals will be held by the board of adjustment rather than the city council.

Financial Summary

None

Staff Recommended Motion

Approve

Conditions

N/A

Chapter 3

Building Regulations

ARTICLE 3.04

PROPERTY MAINTENANCE CODE

Division 1

Generally

§ 3.04.001 **Title, scope and intent.**

- (a) Title. The short title for these regulations is the property maintenance code of the city (“this code”).
- (b) Scope. The provisions of this code apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, safety of lives, safety from any hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises; and for administration, enforcement and penalties.
- (c) Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. Repairs, alterations, additions to and change of occupancy in existing buildings shall comply with the International Existing Building Code.

(Ordinance 383-07, ex. 1, sec. 101, adopted 5/29/07)

§ 3.04.002 **Applicability.**

- (a) Generally. The provisions of this code shall apply to all matters affecting or relating to structures and premises, as set forth in section **3.04.001**. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.
- (b) Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any structure, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner’s designated agent shall be responsible for the maintenance of buildings, structures and premises.
- (c) Applicability of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Existing Building Code.
- (d) Existing remedies. The provisions in this code shall not be construed to abolish or impair existing

remedies available, at law or in equity, to the city or its officers or agents relating to the removal or demolition of any structure which is unsafe or insanitary.

- (e) Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's installation instructions.
- (f) Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.
- (g) Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in section **3.04.011** and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.
- (h) Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official in a manner consistent with advancing the interest of public health and safety.

(Ordinance 383-07, ex. 1, sec. 102, adopted 5/29/07)

§ 3.04.003 Department of property maintenance inspection.

- (a) Generally. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official.
- (b) Appointment of code official. The code official shall be appointed by the ~~mayor~~city manager as an at-will employee or independent contractor.
- (c) Deputies and other employees. Subject to the approval of the city manager, the code official shall have the authority to appoint deputy code officials, other related technical officers, inspectors and other employees.
- (d) Liability.
 - (1) The code official, officer or employee charged with the enforcement of this code, while acting for the city in the lawful discharge of duties and under the provisions of this code, shall not thereby be rendered liable personally and is hereby relieved from all personal liability for any damage accruing to person or property as a result of an act required or permitted in the discharge of official duties.
 - (2) Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the city attorney or the designee of the city attorney until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code, and the code official or any subordinate, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith, subject to the statutory limits applicable to Texas municipalities.
- (e) Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as adopted by the city from time to time.

(Ordinance 383-07, ex. 1, sec. 103, adopted 5/29/07; Ordinance adopting Code)

§ 3.04.004 **Powers and duties of code official.**

- (a) Generally. The code official shall enforce the provisions of this code.
- (b) Rulemaking authority. The code official shall have no rulemaking authority. However, with the approval of the city manager, the code official may make recommendations to the city council to amend this code in the interest of public health, safety and general welfare.
- (c) Inspections. The code official shall make all of the required inspections or shall accept reports of inspection by approved deputies. All reports of such inspections shall be in writing and be signed by the person who performed the inspection and by the code official if someone other than the code official performed the inspection. With the approval of the city manager, the code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise.
- (d) Right of entry. The code official is authorized to enter the structure or premises at reasonable times to inspect, subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused for any reason, the code official is authorized to pursue recourse as provided by law to gain entry, subject to the prior approval of the mayor and the city attorney.
- (e) Identification. The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.
- (f) Notices and orders. The code official shall issue all necessary notices or orders to ensure compliance with this code.
- (g) Department records. The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records as long as the building or structure to which such records relate remains in existence, unless otherwise provided for by other regulations.
- (h) Coordination of inspections. Whenever in the enforcement of this code, or another code or ordinance, the responsibility of more than one code official of the city is involved, it shall be the duty of the code officials involved to coordinate their inspections and administrative orders as fully as practicable so that the owners and occupants of the structure shall not be subjected to visits by numerous inspectors or multiple or conflicting orders. Whenever an inspector from any agency or department observes an apparent or actual violation of some provision of some law, ordinance or code not within the inspector's authority to enforce, the inspector shall report the findings to the code official or other law enforcement officer having jurisdiction.

(Ordinance 383-07, ex. 1, sec. 104, adopted 5/29/07)

§ 3.04.005 **Modification of standards; alternative materials, methods and equipment.**

- (a) Approval of modifications. Whenever there are undue burdens involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reasons make the strict letter of this code unduly burdensome and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.
- (b) Alternative materials, methods and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength,

effectiveness, fire resistance, durability and safety.

- (c) Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the city.
- (1) Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be permitted to approve appropriate testing procedures performed by an approved agency.
- (2) Test reports. Reports of tests shall be retained by the code official for the period required for retention of public records.
- (d) Material and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved.

(Ordinance 383-07, ex. 1, sec. 105, adopted 5/29/07)

§ 3.04.006 **Violations; penalties.**

- (a) Unlawful acts. It shall be unlawful for a person, firm, corporation or other organization or entity to own, control or maintain any property or area in conflict with or in violation of any of the provisions of this code.
- (b) Notice of violation. The code official shall serve a notice of violation or order in accordance with the applicable notice provision of this code.
- (c) Penalties. Failing to comply with a notice of violation or order issued under division 8 of this article or section **3.04.064** is a class C misdemeanor, punishable by a fine not to exceed \$1,000.00. Notwithstanding the foregoing, at the sole discretion of the municipal prosecutor, any such failure to comply or other violation of this code may be prosecuted as a class C misdemeanor punishable by a fine not to exceed \$500.00, and if so prosecuted the failure to comply or violation shall be deemed a strict liability offense. Subject to the municipal prosecutor's option to prosecute any violation as a class C misdemeanor as a strict liability violation punishable by a fine not to exceed \$500.00, any violation of this code, other than failure to comply with a notice of violation or order issued under division 8 of this article or section **3.04.064** or a violation of section **3.04.063**, is a class C misdemeanor punishable by a fine not to exceed \$2,000.00 or the maximum amount otherwise established by law. A violation of section **3.04.063** is a class C misdemeanor punishable by a fine not to exceed \$200.00. It is no defense to prosecution for any violation of this code that the city or its agents did not adhere to the notice and hearing procedures set forth in this code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- (d) Other remedies. If a notice of violation or order issued under this code is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto.
- (e) Lien. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. To obtain a lien against the property, the mayor, municipal health authority, or municipal official designated by the mayor must file a statement of expenses with the county clerk. The lien statement must state the name of the owner, if known, and the legal description of the property. The lien attaches upon the filing of the lien statement with the county clerk. The lien obtained by the city is security for the expenditures made

and interest accruing at the rate of ten percent on the amount due from the date of payment by the city. The lien is inferior only to: (i) tax liens, and (ii) liens for street improvements. Subject to approval by the city council, the city attorney may bring a suit for foreclosure in the name of the city to recover the expenditures and interest due. The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the city in doing the work or making the improvements. The remedy provided by this section is in addition to all other remedies. The city may foreclose a lien on property under this article in a proceeding relating to the property brought under subchapter E, chapter 33, Tax Code.

- (f) Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the city attorney from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

(Ordinance 383-07, ex. 1, sec. 106, adopted 5/29/07)

§ 3.04.007 Notices, orders and abatement procedures.

- (a) Notice to person responsible. Except in cases where the code official determines that a violation of this code arises under division 8 of this article (dangerous structures), section **3.04.063** (junked vehicles) or section **3.04.064** (swimming pool enclosures), a code official that determines that there has been a violation of this code or has grounds to believe that a violation has occurred shall give notice, in the manner prescribed in subsections **(b)** and **(c)** of this section, to the person responsible for the violation and other persons, if any, as specified in this code. In cases involving dangerous structures, the notice shall be served and be in the form prescribed by the provisions of division 8 of this article.
- (b) Form. The notice prescribed in subsection **(a)** of this section shall be in accordance with all of the following:
- (1) Be in writing.
 - (2) Include a description of the real estate sufficient for identification.
 - (3) Include a statement of the violation or violations and why the notice is being issued.
 - (4) Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
 - (5) Inform the property owner of the right to appeal.
 - (6) Include a statement of the city's right to file a lien in accordance with section **3.04.006**.
 - (7) Include a statement that, if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.
- (c) Method of service. Such notice shall be deemed to be properly served if a copy thereof is given:
- (1) Personally to the owner in writing;
 - (2) By certified mail, return receipt requested, to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or
 - (3) If personal service cannot be obtained:

- (A) By publication at least once in a newspaper of general circulation in the city;
- (B) By posting the notice on or near the front door of each building on the property to which the violation relates; or
- (C) By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.

If the code official mails a notice to a property owner in accordance with this subsection and the United States Postal Service returns the notice as “refused” or “unclaimed,” the validity of the notice is not affected, and the notice is considered to have been delivered.

- (d) Penalties. Unless otherwise made compulsory by state law, penalties for noncompliance with orders and notices shall be as set forth in section **3.04.006**.
- (e) Abatement by city. If the owner of property in the city does not comply with this code by abating the violation or petitioning for appeal within ten days of notice of a violation, the city may: (i) do the work or make the improvements required, and (ii) pay for the work done or improvements made and charge the expenses to the owner of the property. If a violation covered by a notice under this section occurs within the one-year period, and the city has not been informed in writing by the owner of an ownership change, then the city without notice may take any action permitted by in this subsection and assess its expenses in accordance with this code.
- (f) Hearing or appeal procedures. Except in cases where the code official determines that a violation of this code arises under division 8 of this article (dangerous structures), section **3.04.063** (junked vehicles) or section **3.04.064** (swimming pool enclosures), hearing or appeal procedures shall be in accordance with section **3.04.010**. In cases involving dangerous structures, junked vehicles, or swimming pool enclosures, hearing or appeal procedures shall be in accordance with the provisions of division 8 of this article, section **3.04.063** or section **3.04.064**, respectively.

(Ordinance 383-07, ex. 1, sec. 107, adopted 5/29/07)

§ 3.04.008 **Emergency measures.**

- (a) Imminent danger. When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or the operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: “This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official.” It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or demolishing the same.
- (b) Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe, whether or not the legal procedure herein described has been instituted, and shall cause such other action to be taken as the code official deems necessary to meet such emergency.
- (c) Closing streets. When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places

adjacent to unsafe structures, and prohibit the same from being utilized.

- (d) Emergency repairs. For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.
- (e) Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the city. When adjudged appropriate by the city attorney, the city may institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.
- (f) Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the ~~city council~~board of adjustment, be afforded a hearing as described in division 8 of this article.

(Ordinance 383-07, ex. 1, sec. 109, adopted 5/29/07)

§ 3.04.009 **Transfer of ownership of premises.**

It shall be unlawful for the owner of any dwelling unit, structure or premises who has been served with a compliance order, or upon whom a notice of violation has been served under any part of this code, to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit, structure or premises to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

(Ordinance 383-07, ex. 1, sec. 110, adopted 5/29/07)

§ 3.04.010 **Appeals.**

- (a) Applicability; application for appeal. This section does not apply to hearing or appeal procedures in cases involving dangerous structures under division 8 of this article or cases involving swimming pools under section **3.04.064**. Said procedures are governed by division 8 of this article and section **3.04.064** respectively. In all other cases, any person directly affected by a decision of the code official, or a notice or order issued under this code shall have the right to appeal to the ~~city council~~board of adjustment, provided that a written application for appeal is filed within 14 days after the day the decision, notice or order was served. An application for appeal shall be filed with the city secretary and shall be based on a claim that the true intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.
- (b) Appeals board. The board of appeals shall consist of the ~~city council~~board of adjustment. If the ~~city council~~board of adjustment desires, it may refer the appeal to the municipal court for a bench trial. In such cases, the decision of the court shall be final.
- (c) Notice of meeting. Except in cases where the ~~city council~~board of adjustment refers an appeal to the municipal court, the ~~city council~~board of adjustment shall provide notice of any appeal hearing over which it presides in accordance with the Open Meetings Act, and any such appeal hearing shall take place in a public hearing during an open session of a council meeting. Any appeal hearing before the ~~city council~~board of adjustment shall occur within 40 days of the city's receipt of a petition for appeal.
- (d) Open hearing. All hearings before the ~~city council~~board of adjustment or the municipal court shall be open to the public to the extent required by the Open Meetings Act. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an

opportunity to be heard.

- (e) Hearing procedures. The ~~city council~~board of adjustment shall adopt and make available to the public through the city secretary procedures under which a hearing over which it presides will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.
- (f) Board decision. The ~~city council~~board of adjustment shall modify or reverse the decision of the code official only by a concurring majority vote.
- (g) Records and copies of decision. The decision of the ~~city council~~board of adjustment shall be recorded in the minutes of the ~~city council~~board of adjustment meeting. Upon request, copies shall be furnished to the appellant and to the code official. The decision by the ~~city council~~board of adjustment is final.
- (h) Administration. The code official shall take immediate action in accordance with the decision of the ~~city council~~board of adjustment or the municipal court, as the case may be.
- (i) Stay of enforcement. Appeals of notices and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the ~~city council~~board of adjustment or municipal court.

(Ordinance 383-07, ex. 1, sec. 111, adopted 5/29/07)

§ 3.04.011 **Referenced standards.**

This section lists the standards that are referenced in various sections of this article. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title, and the section or sections of this article that reference the standard. The application of the referenced standards shall be as specified in section **3.04.002(g)**.

ICC International Code
Council

5203 Leesburg Pike,
Suite 600

Falls Church, VA
22041

Stand ard Referen ce Numbe r	Title	Referenc ed in Code Section Number
ICC EC-03	ICC Electrical Code- Administrative Provisions	3.04.041(c), 3.04.164(b)
IBC-03	International Building Code	3.04.041(c), 3.04.101(c)

c),
3.04.192(
c)

IEBC- International 3.04.001(
03 Existing c),
Building Code 3.04.002(
c),
3.04.041(
c)

IFC-03 International 3.04.041(
Fire Code c),
3.04.192(
a),
3.04.192(
b),
3.04.194(
a),
3.04.194(
b)

IMC-03 International 3.04.041(
Mechanical c)
Code

IPC-03 International 3.04.041(
Plumbing c),
Code 3.04.135(
a),
3.04.162(
b),
3.04.162(
c)

IZC-03 International 3.04.041(
Zoning Code c)

(Ordinance 383-07, ex. 1, ch. 8, adopted 5/29/07)

§ 3.04.012 through § 3.04.040. (Reserved)

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 838-24**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 3, "BUILDING REGULATIONS", OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE 3.04, "PROPERTY MAINTENANCE CODE" TO AMEND SECTION 3.04.003 "DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION", SECTION 3.04.008 "EMERGENCY MEASURES" AND SECTION 3.04.010 "APPEALS" TO REFLECT THAT APPEALS WILL BE HELD BY THE BOARD OF ADJUSTMENTS RATHER THAN THE CITY COUNCIL; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SAVINGS AND CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Aubrey ("City"), is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City of Aubrey ("City Council") adopted Chapter 3 of its Code of Ordinances, which governs buildings and building regulations in the City;

WHEREAS, the City recognizes that the international codes form an essential regulatory framework to establish standards for the construction of buildings; and

WHEREAS, the City Council desires to amend the City's current regulations to protect the health, safety and welfare of the residents and visitors in the City of Aubrey.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

**Section 1.
Findings Incorporated.**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**Section 2.
Amendment.**

Chapter 3 "Building Regulations" of the Code of Ordinances of the City of Aubrey is hereby amended as follows:

2.1 Subsection (b) of Section 3.04.003 “Department of property maintenance inspection”, of Article 3.04 “Property Maintenance Code” is hereby amended in its entirety to be and read as follows with all other provisions of Section 3.04.003 not herein expressly amended to remain in full force and effect:

Article 3.04 Property Maintenance Code

Section 3.04.003 Department of property maintenance inspection:

. . .

“(b) Appointment of code official. The code official shall be appointed by the city manager as an at-will employee or independent contractor.”

. . .

2.2 Subsection (f) of Section 3.04.008 “Emergency measures” of Article 3.04 “Property Maintenance Code” is hereby amended in its entirety to be and read as follows with all other provisions of Section 3.04.008 not herein expressly amended to remain in full force and effect:

Article 3.04 Property Maintenance Code

Section 3.04.008 Emergency Measures:

. . .

“(f) Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the board of adjustment, be afforded a hearing as described in division 8 of this article.”

. . .

2.3 Section 3.04.010 “Appeals” of Article 3.04 “Property Maintenance Code” hereby repealed and a new Section 3.04.001 is hereby adopted to be and read as follows in its entirety with all other provisions of Article 3.04 not herein expressly amended to remain in full force and effect:

Article 3.04 Property Maintenance Code

“Section 3.04.010 Appeals:

(a) Applicability; application for appeal. This section does not apply to hearing or appeal procedures in cases involving dangerous structures under division 8 of this article or cases involving swimming pools under section **3.04.064**. Said procedures are governed by division 8 of this article and section **3.04.064** respectively. In all other cases, any person directly affected by a decision of the code official, or a notice or order issued under this code shall have the right to

appeal to the board of adjustment, provided that a written application for appeal is filed within 14 days after the day the decision, notice or order was served. An application for appeal shall be filed with the city secretary and shall be based on a claim that the true intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

- (b) Appeals board. The board of appeals shall consist of the board of adjustment. If the board of adjustment desires, it may refer the appeal to the municipal court for a bench trial. In such cases, the decision of the court shall be final.
- (c) Notice of meeting. Except in cases where the board of adjustment refers an appeal to the municipal court, the board of adjustment shall provide notice of any appeal hearing over which it presides in accordance with the Open Meetings Act, and any such appeal hearing shall take place in a public hearing during an open session of a council meeting. Any appeal hearing before the board of adjustment shall occur within 40 days of the city's receipt of a petition for appeal.
- (d) Open hearing. All hearings before the board of adjustment or the municipal court shall be open to the public to the extent required by the Open Meetings Act. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.
- (e) Hearing procedures. The board of adjustment shall adopt and make available to the public through the city secretary procedures under which a hearing over which it presides will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.
- (f) Board decision. The board of adjustment shall modify or reverse the decision of the code official only by a concurring majority vote.
- (g) Records and copies of decision. The decision of the board of adjustment shall be recorded in the minutes of the board of adjustment meeting. Upon request, copies shall be furnished to the appellant and to the code official. The decision by the board of adjustment is final.
- (h) Administration. The code official shall take immediate action in accordance with the decision of the board of adjustment or the municipal court, as the case may be.
- (i) Stay of enforcement. Appeals of notices and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the board of adjustment or municipal court."

Section 3.
Penalty.

Any person, firm, partnership, or corporation found violating any provision of this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be punished by a fine set forth in Section 1.01.009 of the Code of Ordinances. Each day that a provision of this Ordinance is violated shall constitute a separate and distinct offense.

Section 4.
Savings; Repealer.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 5.
Severability.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 6.
Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 7.
Effective Date.

This Ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the ____ day of _____, 2024.

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Approve changes to the number of Authorized Positions in the Police Department

Staff Contact

Charles Kreidler, City Manager
kreidler@aubreytx.gov
940-440-9343

Summary

This request is to increase the authorized staffing of the Police Department from 30 sworn positions to 32 sworn positions. Currently, the police department has three vacant positions. A recruit officer test was recently completed, and three candidates have been identified to fill the three vacant positions. Additionally, two sworn applicants have been identified as potential candidates for hire. This authorization would allow the department to hire these candidates. In this difficult law enforcement job market, this would be of significant benefit to the Aubrey Police Department.

Financial Summary

An evaluation of the department's budget revealed that the current budget will be able to fund this request with no additional funds added to the 2023/2024 budget. 101-5102 (Aubrey Police) and 101-5114 (Providence Village Police) combined surplus in September is estimated to be around \$25,000.00. Monitoring of the budget will occur throughout the remainder of the year to identify any potential budget shortfall.

Staff Recommended Motion

Approve

Conditions

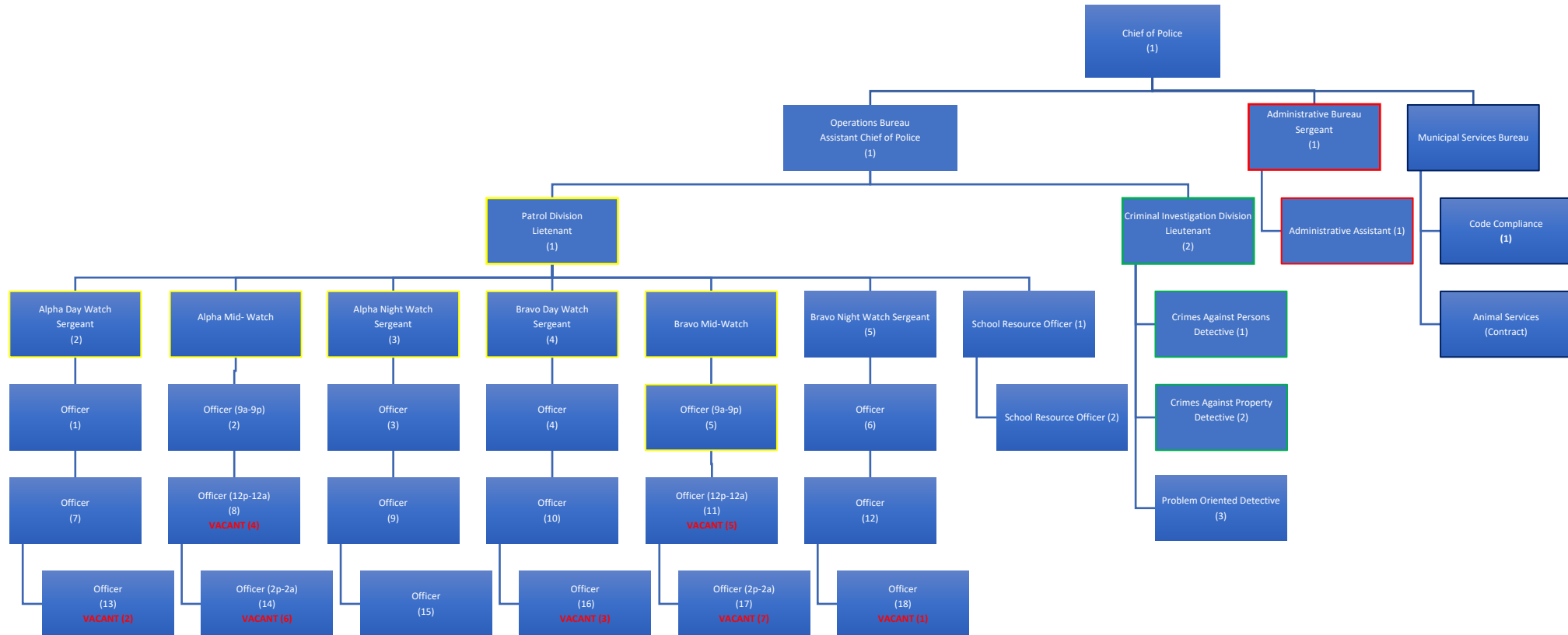
N/A

Position	Reference			Current	Approved	10/1	01/22	04/25
Administration	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec
City Administrator/Manager	1	1	1	1	1			
Finance Director		1	1	1	1			
HR Manager		1	1	1	1			
City Secretary	1	1	1	1	1			
Professional Development Manager			1	1	1			
Assistant to the City Manager					1		+1	
Assistant City Secretary		1	1	1	1			
Total	2	5	6	6	7			
MDD	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec
Director	0	0	1	1	1			
Total	0	0	1	1	1			
Police	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec
Chief of Police	1	1	1	1	1	-		
Assistant Chief of Police	0	0	0	0	1	+1		
Lieutenant of Police	2	2	3	3	2	-1		
Sergeant of Police	3	4	4	4	5	+1		
Police Officer	9	11	12	15	18	+1		+2
Detective	1	1	1	2	3	+1		
School Resource Officer	0	0	0	1	2	+1		
Sworn	16	19	21	26	32			
Administrative Coordinator	1	1	1	1	1	-		
Civilian	1	1	1	1	1	-		
Total	17	20	22	27	33	4		2
Fire	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec
Fire Chief	0.5	0.5	0.5	1	1			
Assistant Chief	0.5	0.5	1	1	1			
Battalion Chief	1.5	1.5	1.5	3	3			
EMS Captain	0	0	0	1	1			
Captain	6	6	6	6	9	+3		
Driver/Engineer	0	0	0	12	18	+6		
Firefighter	21	24	33	18	30	+12		
Admin Coordinator	0	0	0	1	1			
Fire Inspector	0	0	0	0	1	+1		
Total	29.5	32.5	42	43	65	22		
Library	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec
Director	1	1						
Manager	1	1	1	1	1			
Public Service	1	1	1	1	1			
Collections		1	1	1	1			
Librarian III			1	1	1			
Librarian I				1	1			
Tech	1	1						
Total	4	5	4	5	5			

Fleet & Buildings	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec
Maintenance Technician	0	0	0	0	1	+1		
Total	0	0	0	0	1	1		
Parks	2020	2021	2022	2023	2024			
Parks Coordinator	0	0	0	1	1			
Maintenance Technician	2	2	2	1	1			
Seasonal Worker	0.5	0.5	0.5	1	1			
Total	2.5	2.5	2.5	3	3			
Water	2020	2021	2022	2023	2024			
Superintendent	0	0	0	1	1			
Operator I	3	3	3	1	2	+1		
Maintenance Technician	2	2	2	0	0			
Meter Supervisor	0	0	0	1	1			
Utilities Manager	0	0	0	1	1			
Billing Clerk	1	1	1	1	1			
Total	6	6	6	5	6	1		
Sewer	2020	2021	2022	2023	2024			
Director PW	1	1	1	1	1			
Assistant DPW	1	1	1	0	0			
Superintendent	0	0	0	1	1			
Operator I	2	2	2	1	1			
Instrument Technician	0	0	0	0	1	+1		
Maintenance Technician	1	1	1	1	1			
Total	5	5	5	4	5	1		
Streets	2020	2021	2022	2023	2024			
PW Manager	0	0	0	1	1			
PW Superintendent	0	0	0	1	1			
Maintenance Technician	0	0	0	1	1			
Streets Foreman	0	0	0	1	1			
Total	0	0	0	4	4			
Development	2020	2021	2022	2023	2024			
Position	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec
Permit Technician	1	1	1	1	1			
Permit Coordinator	0	0	0	1	1			
Planner	0	0	0	0	0	+1	-1	
Building Inspector	0	0	0	1	1			
GIS Technician	0	0	0	0	1	+1		
Code Officer	0	0	0	1	1			
Total	1	1	1	4	5	2		
Solid Waste	2020	2021	2022	2023	2024			
Position	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec
	0	0	0	0	0			
Total	0	0	0	0	0			
Overall Totals	2020	2021	2022	2023	2024			

Amended by Council 01/22/2024 -- Reclassification of Planner to Assistant to City manager	67	77	89	102	135	31	0	2
Amended by Council 04/25/2024 -- to add two police officer poisions								

Aubrey Police Department



Position	Authorized	Current
Chief of Police	1	1
Assistant Chief of Police	1	1
Lieutenant	2	2
Sergeant	5	5
Officer	18	13
Detective	3	3
School Resource Officer	2	2
Administrative Assistant	1	1
Code Compliance Officer	1	1
TOTAL	34	29

Authorized Strength:

Sworn - 32

Civilian - 2

Total - 34



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Approve an Interlocal Agreement with City of Richardson, TX for cooperative purchasing of medical supplies from Boundtree Medical.

Staff Contact

Eric Schlotter, Fire Chief
eschlotter@aubreytx.gov
940-365-9785

Summary

This item if approved would create an interlocal agreement with the City of Richardson, TX to provide for cooperative purchasing with Boundtree Medical, for the purchase of various medical supplies.

Financial Summary

No additional costs associated with approval.

Staff Recommended Motion

Approve

Conditions

N/A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is by and between the City of Richardson, Texas (“Richardson”), and _____, acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

The City Manager, Superintendent or designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of

the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this _____ day of _____, 2024

CITY OF RICHARDSON, TEXAS

By: _____
DON MAGNER, CITY MANAGER
P.O. Box 830309
Richardson, Texas 75083

ATTEST:

By: _____
CITY SECRETARY

EXECUTED this _____ day of _____, 2024.

By: _____
Name: _____
Title: _____
Address: _____



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Acceptance of the 2023 CIP Project S4 - 24" Sanitary Sewer Line and authorize final payment to Wilco Underground, LLC in the amount of \$116,620.00; and authorize the Mayor to execute necessary documents.

Staff Contact

Leanne Wilson, Development Services Director
lwilson@aubreytx.gov

Summary

The S4 Project is a 24" sanitary sewer line that begins on Hwy 377 just north of Springhill and continues to the wastewater treatment plant on Bluebonnet. The construction contract was let on January 21, 2023, and the project is now at substantial completion pending vegetation growth.

A final walk-through was conducted and all punchlist items were completed. The contractor has provided a 2-yr maintenance bond, a contractor's affidavit of final payment, a consent of surety company final payment and confirmed the construction was built to design. The City Engineer has provided a letter of recommendation for acceptance.

The public improvements consist of: 2,257 LF of sewer main, 15 manholes, a junction box with odor control, and necessary fittings and apparatuses.

Financial Summary

This project is part of the 2023 Phase I Offsite Bond and funds are available.

Staff Recommended Motion

Approve

Conditions

N/A

MONTHLY PAY REQUEST

Owner: City of Aubrey
Project: 24-Inch Sanitary Sewer Line S4

Pay Request No. 11
Contract Date: January 21, 2023

Original Contract Amount: \$ 2,280,034.00

From: 1-Feb-24 **To:** 29-Feb-24 **Revised Contract Amount:** \$ 2,332,400.00

Project Start Date: 2-Mar-2023

Contractor: Willco Underground, LLC
 508 West Kimball Street
 Mansfield, Texas 76063

Est. Completion Date: 1-Mar-2024 Cal. Days

Allotted: 365 **Used:** 365

Item No.	Description	Unit	Quantity in Proposal	Revised Quantity	Quantity Complete This Request	Total Work Completed	Contract Price	Extended Amount
1	For Mobilization, Bonds, Insurance and Shop Drawings (Max 3.0%)	L.S.	1			1	\$55,000.00	\$ 55,000.00
2	Furnish & Install 24-Inch Sanitary Sewer PVC Pipe by Open Cut with Class "H" Embedment	L.F.	2,049	2,025		2,025	\$371.00	\$ 751,275.00
3	Furnish & Install 24-Inch Sanitary Sewer PVC Pipe by Open Cut with Class "G" Embedment	L.F.	30			30	\$400.00	\$ 12,000.00
4	Furnish & Install 24-Inch Sanitary Sewer PVC Pipe by Bore with 36-Inch Steel Encasement Pipe (3/8-Inch Thick)	L.F.	700			700	\$1,000.00	\$ 700,000.00
5	Furnish & Install 24-Inch Sanitary Sewer PVC Pipe by Bore with 36-Inch Steel Encasement Pipe (1/2-Inch Thick)	L.F.	170	180		180	\$950.00	\$ 171,000.00
6	Furnish & Install 12-Inch Sanitary Sewer PVC Pipe by Open Cut with Class "H" Embedment and Plug	L.F.	10			10	\$125.00	\$ 1,250.00
7	Furnish & Install 10-Inch Sanitary Sewer PVC Pipe by Open Cut with Class "H" Embedment	L.F.	62			62	\$80.00	\$ 4,960.00
8	Furnish & Install 14-Inch PVC Force Main Pipe by Open Cut with Class "H" Embedment	L.F.	40			40	\$800.00	\$ 32,000.00
9	Furnish & Install 6-Inch PVC Force Main Pipe by Open Cut with Class "H" Embedment	L.F.	56			56	\$300.00	\$ 16,800.00
10	Furnish & Install 5-Foot Diameter Standard Sanitary Sewer Manhole	Ea.	15			15	\$16,000.00	\$ 240,000.00
11	Connect to Existing Sanitary Sewer Manhole	Ea.	2			2	\$10,000.00	\$ 20,000.00
12	Furnish & Install 10-Foot x 8-Foot Junction Box Structure, including Peacemaker 4-Foot x 4-Foot Converting Series Scrubber and Persnickety Converting/Polishing Media, as Manufactured by Syneco Systems Inc., on a 4-Foot x 4.5-Foot Reinforced Concrete Pad (6-Inch Thick) & 12-Foot x 12-Foot Cedar Wood Privacy Fence (6-Foot Height) w/ Steel Posts and 4-Foot Wide Manway Gate	Ea.	1			1.00	\$70,000.00	\$ 70,000.00

MONTHLY PAY REQUEST

Item No.	Description	Unit	Quantity in Proposal	Revised Quantity	Quantity Complete This Request	Total Work Completed	Contract Price	Extended Amount
13	Furnish & Install Temporary Duplex Headworks Wet Well, including Furnishing & Installing Submersible Pumps & Pump Accessories, Piping, Valves, Couplings, Fittings, Ladder, Hatches, Testing, & all other items called for in the Bidding Documents to be furnished to make the Temporary Headworks Functional & Operational	L.S.	1			1.00	\$140,000.00	\$ 140,000.00
14	Furnish Trench Safety Plan	L.S.	1			1	\$1,000.00	\$ 1,000.00
15	Implement & Maintain Trench Safety Plan	L.F.	2,257			2,257	\$5.00	\$ 11,285.00
16	Remove & Replace Asphalt Pavement	S.Y.	14			14	\$100.00	\$ 1,400.00
17	Sawcut, Remove & Replace Concrete Pavement	S.Y.	53			53	\$200.00	\$ 10,600.00
18	Remove & Replace Barbed Wire Fence	L.F.	146			146	\$10.00	\$ 1,460.00
19	Remove & Replace Chain Link Fence	L.F.	140			140	\$100.00	\$ 14,000.00
20	Remove & Replace Chain Link Security Gate	Ea.	2			2	\$2,500.00	\$ 5,000.00
21	Furnish & Install 16-Foot Wide Cattle Gate (Tarter "American Gate" or approved equal) w/ 6-Inch x 8-Foot Round Wood Posts and Hardware	Ea.	1			1	\$2,500.00	\$ 2,500.00
22	Furnish & Install 30-Inch Sanitary Sewer PVC Pipe by Open Cut with Class "H" Embedment and Plug	L.F.	10			10	\$510.00	\$ 5,100.00
23	Furnish & Install 4-Foot Diameter Standard Sanitary Sewer Manhole over Existing 10" Sanitary Sewer and Connect to Existing 10" Sanitary Sewer	Ea.	1			1.00	\$14,000.00	\$ 14,000.00
CO 1.1	Additional Labor, Equipment, Fuel, and Overhead	LS	1			1	\$5,400.00	\$ 5,400.00
CO 1.2	Track and Ground Monitoring During Bore	Days	4			4	\$4,800.00	\$ 19,200.00
CO 1.3	Track and Ground Monitoring After Bore	Days	7			7	\$1,000.00	\$ 7,000.00
CO 2.1	24" Sewer in Open Cut Casing	LF	20			20	\$771.00	\$ 15,420.00
CO 2.2	Flow Fill	CY	20			20	\$150.00	\$ 3,000.00
CO 3.1	Double Leaf Access Door	LS	1			1.00	\$1,750.00	\$ 1,750.00

Contractor:

By:

Michael D. Osmus, P.E.

Date

2/29/31

Total Amount

\$ 2,332,400.00

Materials On-Hand

\$ -

Inspector:

By:

Jeremy Boyle

Date

Less Amount Retained

0%

\$ -

Total Amount Payable

\$ 2,332,400.00

Prepared and Recommended by:

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

Professional Engineers, Dallas, Texas (TBPE Firm No. 526)

Less Previous Payments

\$ 2,215,780.00

Amount Due This Request

\$ 116,620.00

By:

Cooper E. Reinbold, P.E.

Date

Digitally signed by Cooper E. Reinbold, P.E. DN: cn=Cooper E. Reinbold, o=Birkhoff, Hendricks & Carter, LLP, c=US, email=creinbold@bhcc.com, serial=1, version=1, reason=I have reviewed this document. Date: 2020.04.18 08:57:37 -0500

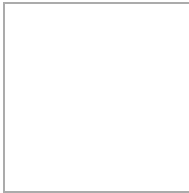
Approved by Owner:

CITY OF AUBREY

MONTHLY PAY REQUEST

Item No.	Description	Unit	Quantity in Proposal	Revised Quantity	Quantity Complete This Request	Total Work Completed	Contract Price	Extended Amount
-------------	-------------	------	----------------------------	---------------------	---	----------------------------	-------------------	--------------------

By: _____
Date



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E.
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.

Ms. Leanne Wilson
Director of Public Works
City of Aubrey, TX
107 S. Main Street
Aubrey, Texas 76227

Re: City of Aubrey
24-Inch Sanitary Sewer S4
Pay Request No. 11 and Final

Dear Ms. Wilson,

We are enclosing three (3) copies of Pay Request No. 11 and Final in the amount of \$2,332,400.00 for work performed by Willco Underground, LLC on the 24-Inch Sanitary Sewer S4 project through March 1, 2024. A final walkthrough was conducted with City staff on March 27, 2024. The City reports the punch list items are complete to their satisfaction.

This project is now complete and in service.

We are also enclosing an executed copy of the Contractor's Affidavit of Final Payment & Release, Consent of Surety Company to Final Payment, and the Two-Year Maintenance Bond.

If you concur with this pay request, please have it executed for the City of Aubrey and forward one copy along with the payment due to Willco Underground, LLC.

Sincerely,


Cooper Reinbold
Digitally signed by Cooper Reinbold
DN: C=US,
E=creinbold@bhcllp.com,
O="Birkhoff, Hendricks & Carter,
LLP", CN=Cooper Reinbold
Reason: I am approving this
document.
Date: 2024.04.18 09:18:52-05'00'

Cooper Reinbold, P.E.

Enclosures

Pay Request No. 11
Contractor's Affidavit of Final Payment & Release
Consent of Surety Company to Final Payment
Two-Year Maintenance Bond

MAINTENANCE BOND

Bond # PPD0100053

THE STATE OF TEXAS }
COUNTY OF DENTON }

THAT Willco Underground, LLC, as Principal,
and Developers Surety and Indemnity Company, a Corporation organized under
the laws of _____, as sureties, do hereby expressly
acknowledge themselves to be held and bound to pay unto the City of Aubrey, a Municipal Corporation, Texas,
the sum of Two Million Two Hundred Eighty Thousand Thirty-Four Dollars
and Zero Cents (\$ 2,280,034.00), which this amount is 100 %
of the total contract amount of (\$ 2,280,034.00), for the payment of which sum will and truly be made
unto said City of Aubrey, Texas, and its successors, said principal and sureties do
hereby bind themselves, their assigns and successors jointly and severally.

THIS obligation is conditioned; however, that whereas, the said Willco Underground, LLC
has this day entered into a written contract with the
said City of Aubrey, Texas to build and construct
24-INCH SANITARY SEWER LINE S4
which contract and the plans and specifications therein mentioned, adopted by the City of Aubrey, Texas are hereby
expressly made a part thereof as through the same were written and embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in
good repair, the work herein contracted to be done and performed, for a period of two (2) years from the date of final
acceptance by the City of Aubrey, Texas of said work, and to do all necessary repairs and/or reconstructing in whole or in part
of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in
the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the
purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against
the said Contractor, and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the
liquidation damages mentioned in said contract for each day's failure on its' part to comply with the terms of said provisions of
said contract. Now, therefore, if the said Contractor shall keep and perform its' said agreement to maintain said work and keep
the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and
have not further effect, but if default shall be made by the said Contractor in the performance of its' contract to so maintain and
repair said work, then these presents shall have full force and effect, and said City of Aubrey, Texas shall have and receive
from the said Contractor and its' principal and sureties damages in the premises, as provided; and it is further agreed that this
obligation shall be a continuing one against the principal and sureties, hereon, and that successive recoveries may be and had
hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation
herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished
or in any manner affected from any cause during said time.

IN WITNESS THEREOF, the said City of Aubrey has
caused these presents to be executed by Willco Underground, LLC and
the said Developers Surety and Indemnity Company has caused these presents
to be executed by its' Attorney in fact and the said Attorney in fact _____, has
hereunto set his hand, the 30th day of January, 20 23.

SURETY: Developers Surety and Indemnity Company
17771 Cowan, Suite 100, Irvine, CA 92614

By: Gabriela Grady, Attorney-In-Fact

WITNESS: Ally Hnew

PRINCIPAL: Willco Underground, LLC

By: Michael Osmus, President

ATTEST: Secretary

NOTE: Date of Maintenance Bond must not be prior to date of Contract.

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212)220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Gabriella Grady, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia and Christopher Coronel, of Woodland Hills, CA

as its true and lawful Attorney, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective January 30, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on November 3, 2022.

RESOLVED, that Sam Zaza, Senior Vice President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this December 5, 2022.

By:

Printed Name: Sam Zaza

Title: Senior Vice President, Surety



STATE OF California

COUNTY OF Orange

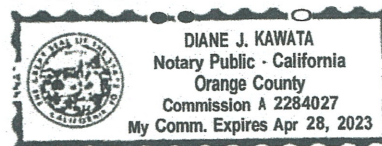
On this 5th day of December, 2022, before me, Diane J. Kawata, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Diane J. Kawata



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this 22 day of November, 2022.

DocuSigned by:

Barry W. Moses

By:

6B6415E7ADE54BC

Barry W. Moses, Assistant Secretary

POA No. _____

Ed 1122

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

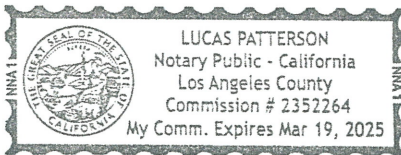
State of California)

County of Los Angeles)On JAN 30 2023 before me, Lucas Patterson, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Gabriella Grady
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

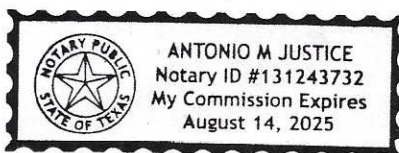
BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL D OSMUS ("Affiant"), who, after being by me duly sworn, deposes and says that he is PRESIDENT, of WILCO UNDERGROUND (corporation, partnership, trade name) of TARRANT County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated the 2nd day of MARCH 20 23, for the construction of 24" SANITARY SEWER LINE S4 in AUBREY TEXAS (the "Work"), for a total consideration of TWO MILLION THREE HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED Dollars to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That CITY OF AUBREY (the "Owner") has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, and Article 5160 of the Revised Civil Statutes of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of \$2,332,400 Dollars as **FULL AND FINAL PAYMENT** under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

By [Signature]
(Affiant)
MICHAEL D OSMUS
(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the 12 day of MARCH, A.D. 20 24.



[Signature]
(Notary Public, in and for the State of Texas)
ANTONIO M JUSTICE
(Printed Name of Notary)
My Commission Expires 8/14/25

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: 24-Inch Sanitary Sewer Line S4Location: Aubrey, TX 76227

A/E#: _____

TO (Owner): City of Aubrey

Address: 107 S. Main Street

City/ State/ Zip: Aubrey, TX 76227

Contractor: Willco Underground, LLCContract Date: January 21, 2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Developers Surety & Indemnity Company
17771 Cowan, Suite 100
Irvine, CA 92614

,Surety Company,

on bond of (here insert name and address of Contractor)

Willco Underground, LLC,
508 West Kimball Street,
Mansfield, Texas 76063

,Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to

City of Aubrey
107 S. Main Street
Aubrey, TX 76227

, Owner,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this date: March 28, 2024

Developers Surety and Indemnity Company

Surety Company



Signature of Authorized Representative

Yamillec Adriana Ramos Chavez

Title: Attorney-in-Fact

Attest: 
(Seal) Debra Robinson, Witness

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Russ Frenzel, Cynthia Alford, Brent Baldwin, John A. Aboumradi, Yamillec Adriana Ramos Chavez
and Brady Cox

, of Plano, TX

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective March 28, 2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By:

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF Orange

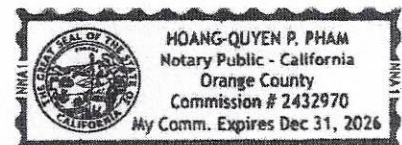
On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Hoang-Quyen Phu Pham



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By:

Barry W. Moses

Barry W. Moses, Assistant Secretary

POA No. N/A

6B6415E7ADE548C...

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Approve a Professional Services Agreement with Birkhoff, Hendricks and Carter for an update to the Aubrey Water and Sewer Master Plans and authorize the City Manager to execute necessary documents.

Staff Contact

Leanne Wilson, Development Services Director
lwilson@aubreytx.gov

Summary

The Aubrey Water and Sewer Master Plans were last published in 2020. Since publication, the area has experienced significant growth and an amendment is needed to adequately prepare for future needs.

The scope of services is detailed in Exhibit A of the Agreement. Distribution and collection system maps will be updated, the City's CCN and future planning area will be expanded, hydraulic models and fire flow analysis will be completed and the 10-yr capital improvement plan will be included in the report.

Aubrey will receive two bond copies of the plan update, electronic files and a color copy of the water and sewer system map mounted on gator board.

Financial Summary

The Aubrey Water and Sewer Master Plans are part of the CIP for impact fees. Funds are available for this item.

Staff Recommended Motion

Approve

Conditions

N/A

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Aubrey, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

The City desires to engage the services of the Engineer to complete engineering analysis and reports for:

A. Water Distribution System Master Plan Update

B. Wastewater Collection System Master Plan Update

for the City, hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of the City and are non-intended to create any third-party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or

similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit “B” and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit “C” and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit “C”. City agrees to pay invoices within 30 days of receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information pertinent to this project requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$3,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the City and the Construction Contractor. Engineer shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Engineer's sole negligence.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VIII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered “A” through “C” constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Ms. Leanne Wilson
Director of Public Works
City of Aubrey, TX
107 Main Street
Aubrey, TX 76227
(910) 440-9343
Email: lwilson@aubreytx.gov

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Andrew Mata Jr., P.E.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900
Email: amata@bhcllp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Texas Board of Professional Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers and Land Surveyors, 1917 South Interstate 35, Austin, TX 78741, Phone (512) 440-7723.

XV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XVI. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF AUBREY, TEXAS

A Texas General Law City

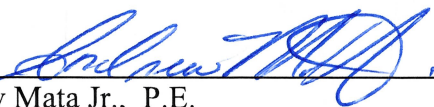
BIRKHOFF, HENDRICKS & CARTER, L.L.P.

A Texas Limited Liability Partnership

Texas Board of Professional Engineers and Land Surveyors

Engineering Firm No. 526, Land Surveyors Firm No. 100318-00

By: _____

By:  _____
Andrew Mata Jr., P.E.
Partner

Date: _____

Date: 02/16/2024

ATTEST

By: _____

Reviewed By:  _____

EXHIBIT “A”
ENGINEERING SERVICES
WATER AND WASTEWATER MASTER PLAN UPDATE

Part A: Water Distribution System Master Plan Update

1. Utilize the 2020 Water Distribution System Master Plan as the Base Map for this Update.
2. Update the water distribution master plan system model data to the City’s latest future Planning/CCN Boundary. This includes updating pumps, water lines, elevated storage, ground storage, groundwater sources (existing and proposed) future surface water sources, and demand nodes.
3. Update waterlines and facilities in model to reflect existing distribution system.
4. Meet with City staff to review existing water distribution system.
5. Update the demand and population spreadsheets, based on existing and projected land use assumptions as provided by the City.
6. Update and model the existing pump stations utilizing actual pump flow data or pump curves, where available from the City. Schematically develop the stations in the model.
7. Model the existing hydraulic water model and buildout hydraulic water model in an extended period simulation of 72 hours during the time of peak demand.
8. Analyze model results to check facilities, lines, and operation of elevated storage.
9. Complete a fire flow analysis for existing model and buildout model.
10. Update the master plan hydraulic map.
11. Evaluate and make recommendations for immediate needs system improvements for both the existing system and the buildout master plan system.
12. Update the City’s 10-year Capital Improvements Plan and include in the report.
13. Update and prepare written report of the study.
14. Meet with City staff to discuss report and maps.
15. Finalize Water Master Plan Update based on City Comments.
16. Present the Water Master Plan Update to City Council.

Part B: Wastewater Collection System Master Plan Update

1. Utilize the 2020 Wastewater Collection System Master Plan as the Base Map for this Update.
2. Update the wastewater collection system model data to the City's latest future Planning/CCN Boundary. This includes lift stations, force mains, trunk lines and manhole loadings.
3. Update model to reflect the current land use map and add existing sewer lines to reflect as-built alignment and current Parcels Map.
4. Run hydraulic model and de-bug.
5. Analyze results to check trunk line size and flow capacities and update confirm general location and capacity of lift stations in the buildout model with City staff.
6. Update the Master Plan Map and prepare hardcopy map, based on results of new hydraulic model.
7. Evaluate and make recommendations for immediate needs system improvements for both the existing system and the buildout master plan system.
8. Update the City's 10-year Capital Improvements Plan and include in the report.
9. Update and prepare written report of the study.
10. Meet with City staff to discuss report and maps.
11. Finalize Wastewater Master Plan Update
12. Present the Wastewater Master Plan Update to City Council.

Part C: Deliverables

Printing of reports, and maps for review by the City and for final use by the City.

- 1) Deliver two (2) copies of the Preliminary Water Master Plan Update Report and Wastewater Master Plan Update Report, with water distribution system maps.
- 2) Deliver two (2) copies of the Final Water Master Plan Update Report and Wastewater Master Plan Update Report, with wastewater collection system maps.
- 3) Provide one copy of each of the color Water Distribution System and Wastewater Collection System Master Plan maps mounted on gator board.
- 4) Deliver electronic files of the report material in .PDF format.

Part D: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- 1) Preparation of Land Use Assumptions for the Water Master Plan and the Wastewater Master Plan.
- 2) Determination of the City Planning Boundary
- 3) Legal Services
- 4) Preparation of Ordinance
- 5) Public Notice Notifications
- 6) Fiduciary responsibility to the Client.
- 7) Model Calibration
- 8) Water Quality Analysis

Part E: Terms and Conditions for Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - AutoCAD 2021 • WaterCAD V8XM • Innovyze H₂O NET or InfoSewer
 - MS Word 2010, or
 - MS Excel 2010
 - Adobe Acrobat (PDF)
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.

- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

EXHIBIT “B”

COMPLETION SCHEDULE

WATER AND WASTEWATER MASTER PLAN UPDATE

Notice to Proceed	March, 2024
Update Water and Wastewater Master Plan	5 Months after Notice to Proceed
Review Meeting	6 Months after Notice to Proceed
Complete Water and Wastewater Master Plan	7 Months after Notice to Proceed
Presentations	8 Months after Notice to Proceed

EXHIBIT “C”

PAYMENT SCHEDULE

WATER AND WASTEWATER MASTER PLAN UPDATE

Compensation for Engineering Services under Exhibit A, Part A through C, shall be on a lump sum basis. The tabulation below establishes the not to exceed amount for each category of contract service:

<u>Contract Part</u>	<u>Amount</u>
Part A – Water Distribution Master Plan Update	\$55,200
Part B – Wastewater Collection Master Plan Update	<u>\$51,000</u>
Total Not to Exceed Amount (Engineering Services)	\$106,200

Invoices will be posted monthly based upon percent of work completed for Engineering Services Parts A through C. Payment is due within 30 days of receipt of invoice.

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services.



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Consideration and action on a Final Plat of Highpointe Ranch Phase 1C being 32.472 acres in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas located immediately east of US 377 between Spring Hill Road (FM 428) on the south and East Blackjack Rd on the north within the city limits of Aubrey. (*Aubrey Blackjack Partners, LLC.*)

Staff Contact

Cate Ball, Planner
cball@plummer.com
817-806-1700

Summary

The application for this Final Plat was deemed substantially complete March 20, 2024. The plat includes right of way, temporary and permanent utility and drainage easements as well as 13 residential SF-5 lots, and 3 HOA lots.

Financial Summary

Staff Recommended Motion

Approve with Conditions

Conditions

1. Per Article 2, Section 4.08 b; include all recorded instrument numbers for temporary and permanent utility and drainage easements noted on the plat.
2. Per Article 11, Appendix B, Final Plat Checklist, the plat is missing required signatures and seals.



*Case Report –Highpointe Ranch Phase 1C Final Plat
City Council – April 25, 2024*

To: Mayor, City Council
From: Cate Ball, AICP, PE
Request: Final Plat for Highpointe Ranch Phase 1C

Owner: Aubrey Blackjack Partners, LLC
Engineers: Kimley-Horn and Associates, Inc (Kyle Brockman, PE and Thomas Fletcher, PE)
Application
Date: March 13, 2024
Location: Within city limits of Aubrey immediately east of US 377 bounded on the north by E. Blackjack Rd and on the south by Spring Hill Rd (Hwy 428).
Zoning: PD – Planned Development District; SF-5 lots according to the Development Agreement.
Future Land
Use Plan: Neighborhood Commercial, Estate Neighborhood, and Floodplain & Open Space
Current Use: Undeveloped land. Proposed use is single family residential.

Analysis: A Preliminary Plat for the overall Highpointe Ranch development was approved March of 2022. The Final plat for this phase 1C is generally consistent with the layout of the preliminary plat.

The application for this Final Plat was deemed substantially complete March 20, 2024. The plat includes right of way, temporary and permanent utility and drainage easements as well as 13 residential SF-5 lots, and 3 HOA lots.

The applicant's project engineer has coordinated with TNMP (Texas New Mexico Power) to provide electricity to the subdivision and with FisionX (Hotwire Communication) for internet and communication services. Water, sewer, and solid waste services will be provided by the City of Aubrey. Utility providers indicate that the easement locations and widths are adequate for their needs. Since this is an in-city MUD, the City of Aubrey will be taking ownership and responsibility of all streets, drainage, water, and sewer. The City Engineer has reviewed the construction plans and has no further comments.

The plat is missing signatures on the plat as well as the recorded instrument numbers for the temporary and permanent easements.

Per Chpt 20, Article 2 Section 1.05(g): City Council shall review each Plat Application and shall:

- a) approve the Plat Application,
- b) approve the Plat Application subject to certain conditions, or
- c) deny the Plat Application. If the City Council denies a plat application, it shall state such disapproval in writing and clearly articulate the reasons therefore in a written response to the Applicant.

Recommendation:

Staff recommends conditional approval of the Final plat, with the conditions listed below:

- 1) Per Article 2, Section 4.08 b; include all recorded instrument numbers for

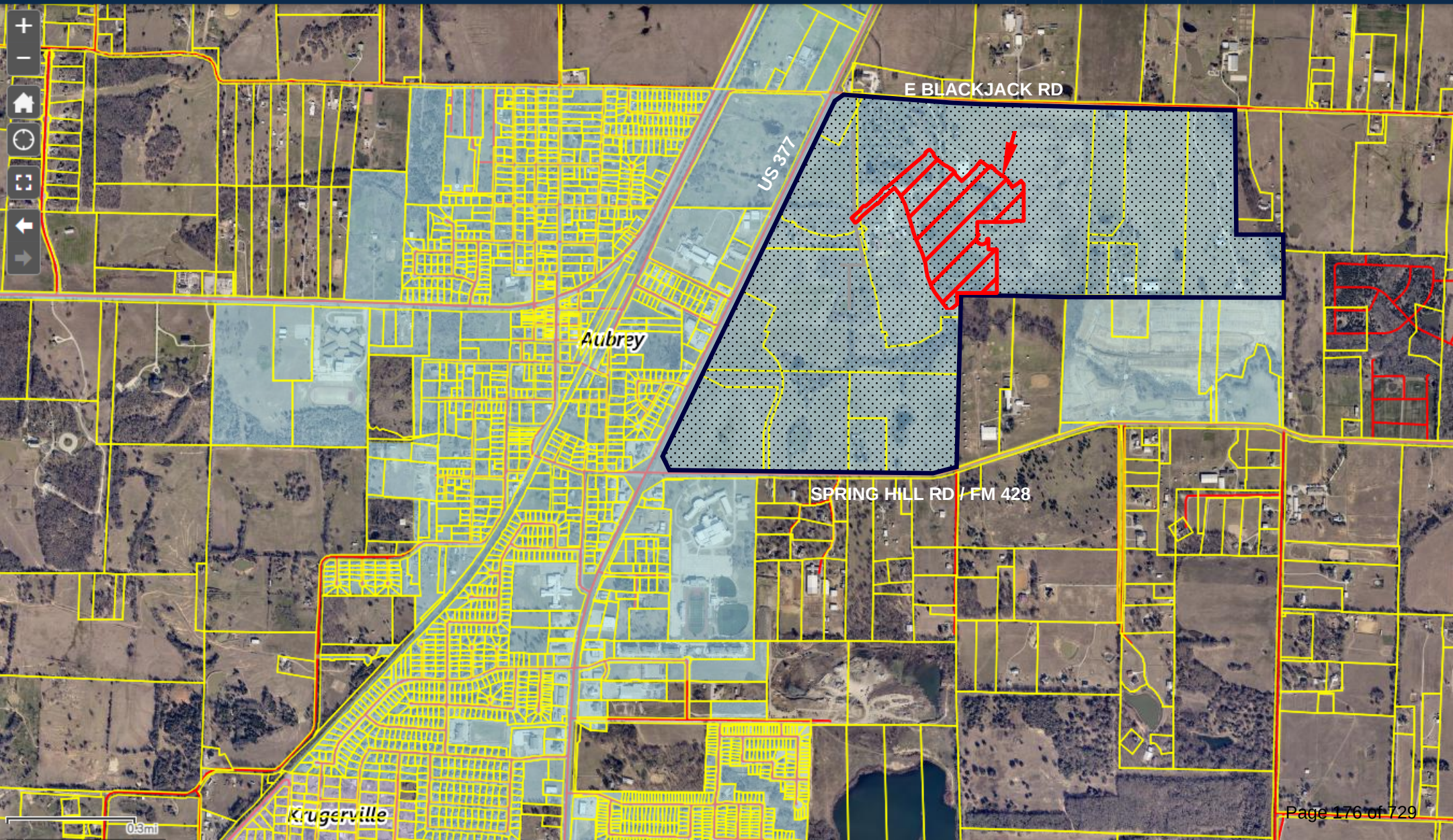
- temporary and permanent utility and drainage easements noted on the plat.
- 2) Per Article 11, Appendix B, Final Plat Checklist, the plat is missing required signatures and seals.

Planning and Zoning Commission Action:

The Planning and Zoning Commission met on April 11, 2024 and unanimously voted (7:0) to recommend conditional approval of the plat as recommended by staff.

Attachments:

Zoning Map
Location Map
Concept/Phasing Plan
Preliminary Plat
Final Plat
Engineer's Summary Report





LEGEND

 **District Summary** 

Zoning Information PD
Planned Development District

Zoning Hyperlinks

- [Allowed Uses](#)
- [District Regulation](#)
- [Design Standards](#)
- [Buffer Yard Summary](#)
- [General Information](#)
- [Subdivision Design Standards](#)

 DRAW

 MEASURE

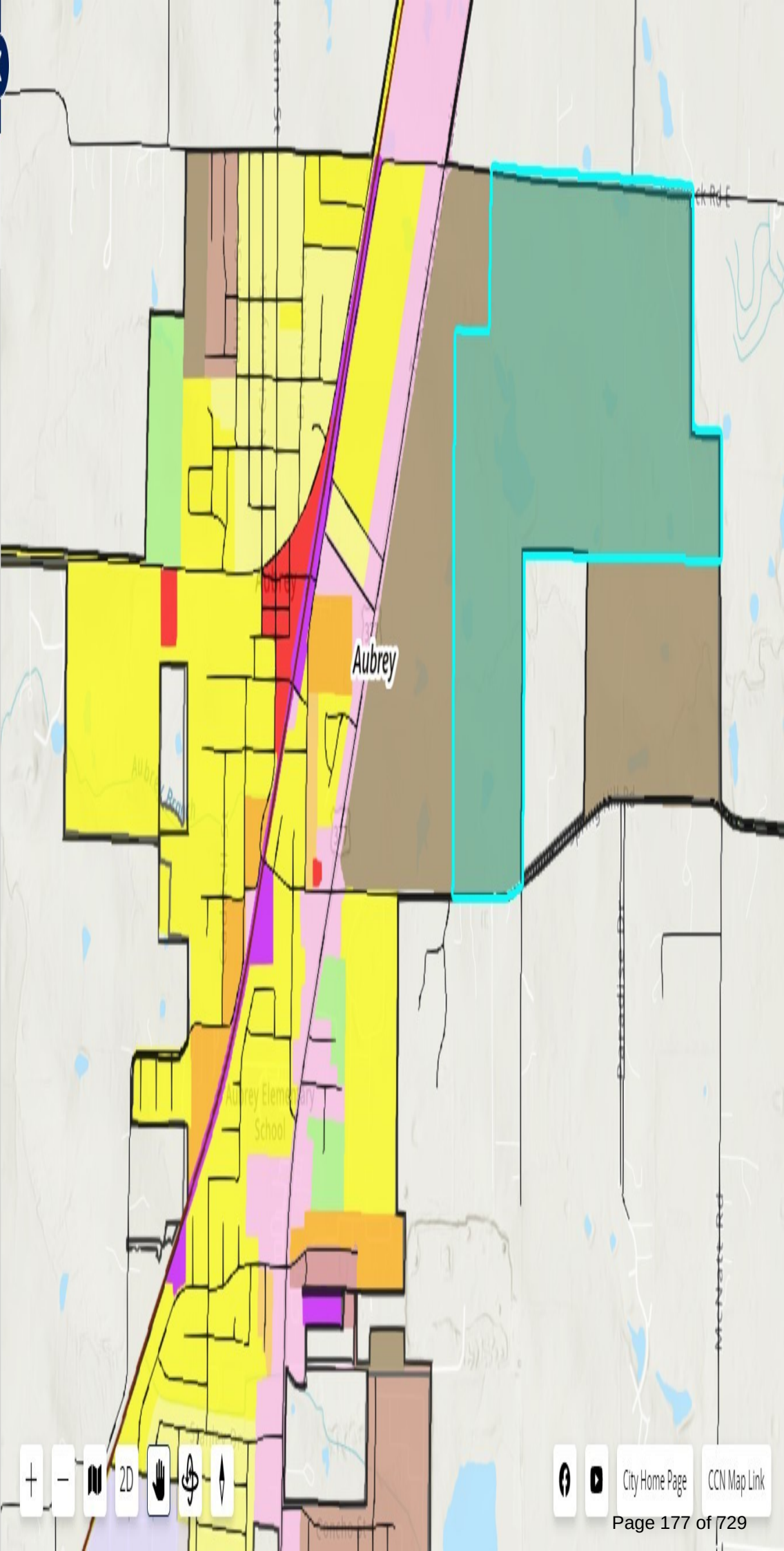
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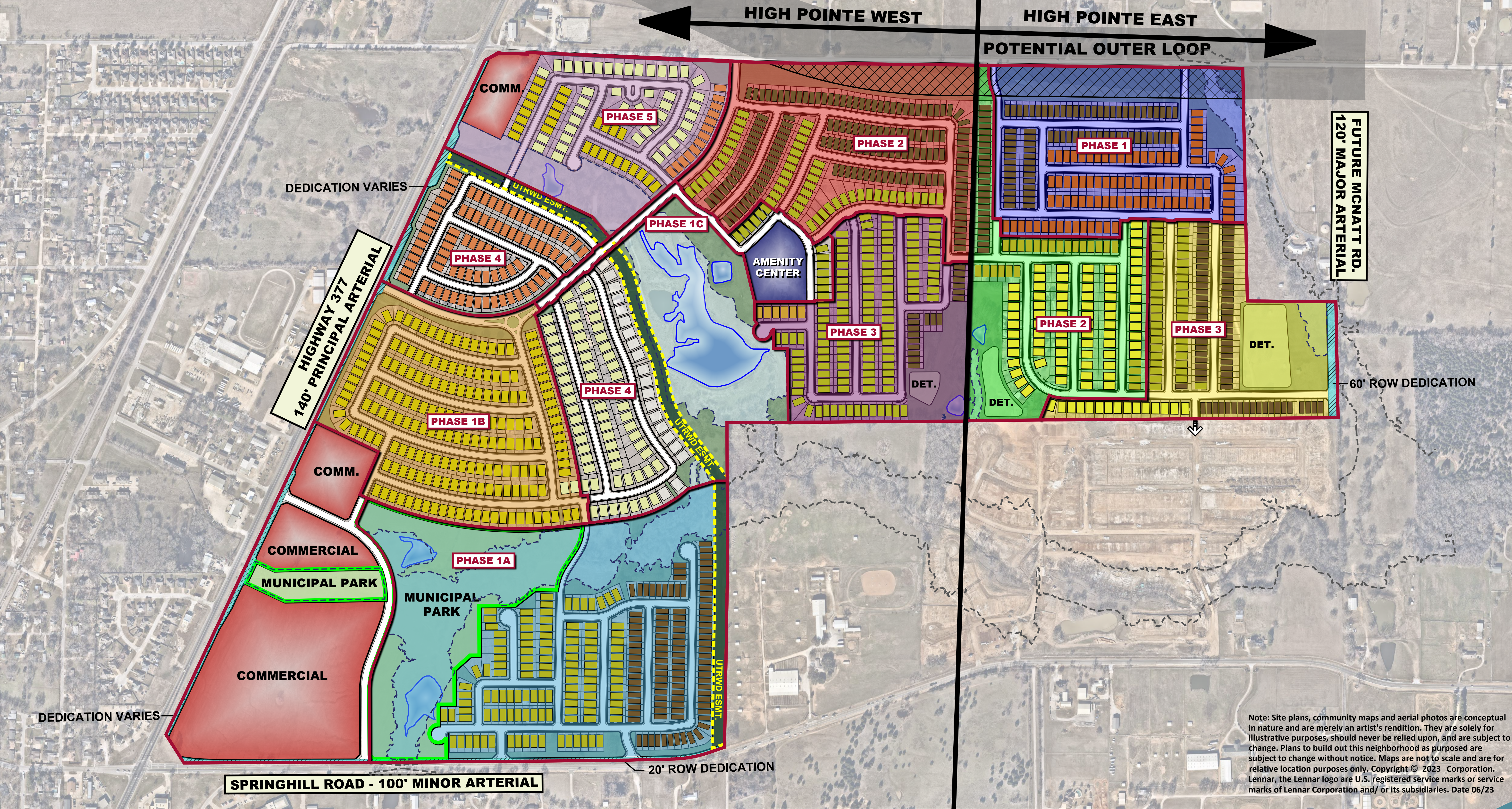
 PRINT

 ADDRESS MAPPING

 PARCEL SUMMARY







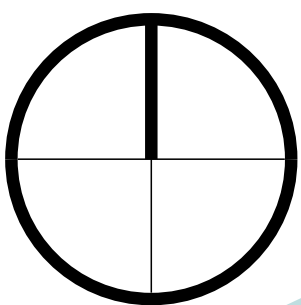
Note: Site plans, community maps and aerial photos are conceptual in nature and are merely an artist's rendition. They are solely for illustrative purposes, should never be relied upon, and are subject to change. Plans to build out this neighborhood as purposed are subject to change without notice. Maps are not to scale and are for relative location purposes only. Copyright © 2023 Corporation. Lennar, the Lennar logo are U.S. registered service marks or service marks of Lennar Corporation and/ or its subsidiaries. Date 06/23

Highpointe Ranch
Phasing Plan

Aubrey Texas
October 2023

Land Use Acreage Summary			
Residential Lots / Residential Rights of Way	287.2	62.3%	
Commercial	39.5	8.6%	
Right-of-Way Dedication	9.3	2.0%	
Open Space / Floodplain / Detention	82.7	17.9%	
Municipal Park	29.9	6.5%	
Amenity Center	3.7	0.8%	
UTRWD Easement	8.5	1.8%	
Total	460.8	100.0%	
Potential Outer Loop (Overlay)			

Residential Type				Phase 1 A West	Phase 1 B West	Phase 1 C West	Phase 2 West	Phase 3 West	Phase 4 West	Phase 5 West	Phase 1 East	Phase 2 East	Phase 3 East	Total Lots
Cottage	30'x75'	40'x115'		106	-	-	149	18	-	-	74	24	73	444
Cottage	30'x75'	50'x120'		-	-	-	-	-	-	-	91	-	-	91
Watermill	35'x75'	50'x120'		119	-	13	51	125	-	-	-	25	44	377
Watermill	35'x75'	55'x130'		-	-	-	-	6	-	-	-	-	-	6
Watermill	35'x75'	60'x130'		-	-	-	-	-	-	-	-	77	15	92
Classic	40'x75'	50'x120'		-	-	-	-	-	86	13	-	-	-	99
Classic	40'x75'	55'x130'		-	182	-	-	-	-	28	-	-	-	210
Classic	40'x75'	65'x130'		-	2	-	-	-	66	43	-	-	-	111
Classic	40'x75'	75'x130'		-	-	-	-	-	20	-	-	-	-	20
Total Lots				225	184	13	200	149	172	84	165	126	132	1450



GRAPHIC SCALE IN FEET
1"=300' @ 22x34

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

PRELIMINARY PLAT AND
PRELIMINARY ENGINEERING SUBMITTAL
FOR
HIGH POINTE RANCH
CITY OF AUBREY, DENTON COUNTY, TEXAS

ENGINEER

Kimley»Horn

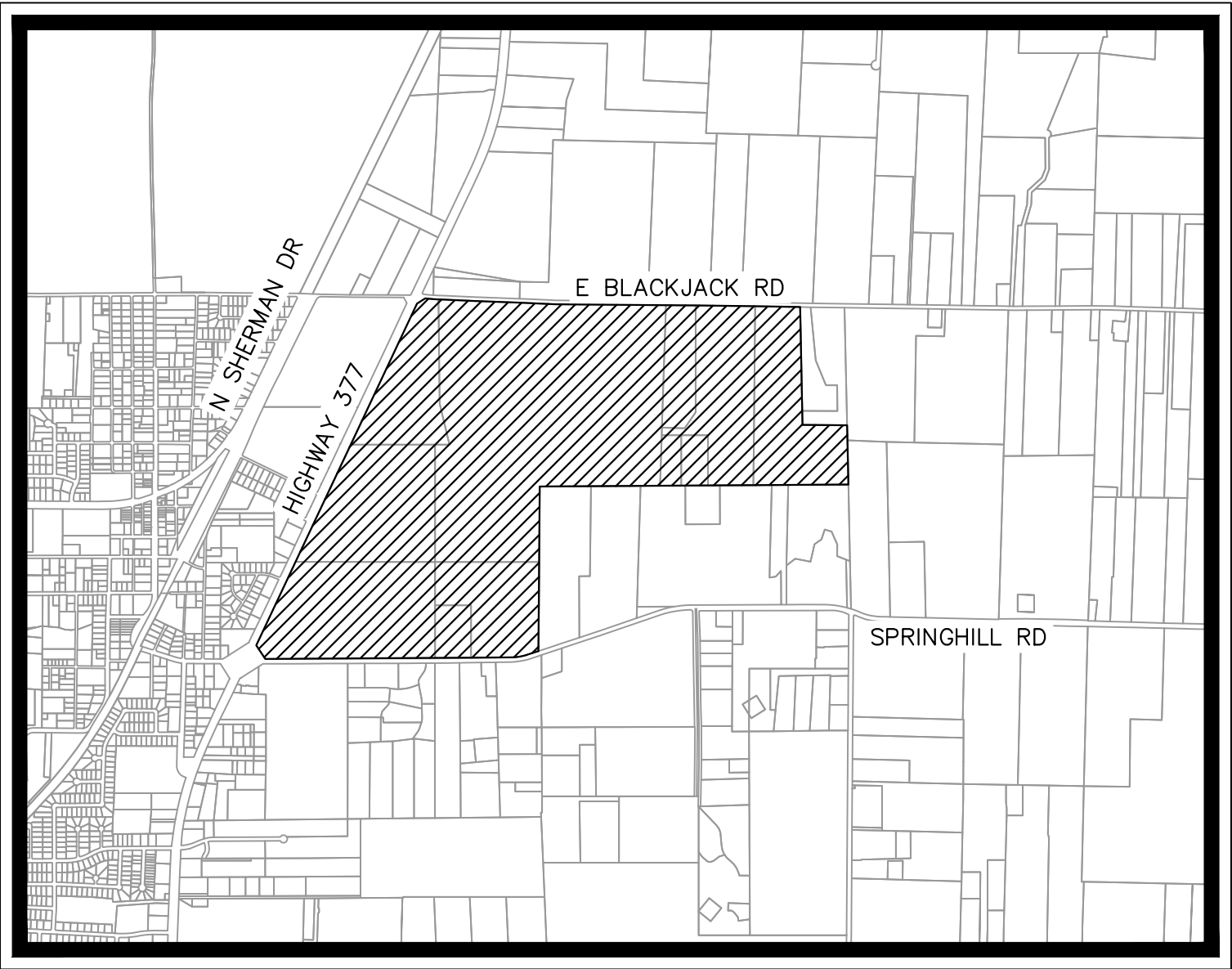
6160 WARREN PKWY SUITE 210
FRISCO, TEXAS 75034
TEL: (972) 335-3580
CONTACT: THOMAS L. FLETCHER, P.E.

STATE OF TEXAS
REGISTRATION NO. F-928

OWNER/DEVELOPER:

Aubrey Blackjack Partners, LLC
4514 Cole Ave., Suite 1650
Dallas, TX 75205
Tel: (214) 674-9570
Contact: Chad Vose

FM Land Investments I, LLC.
138 Old Town Blvd. N, Suite 202
Argyle, TX 76226
Tel: (972) 740-5725
Contact: David Marks & Walter Foss



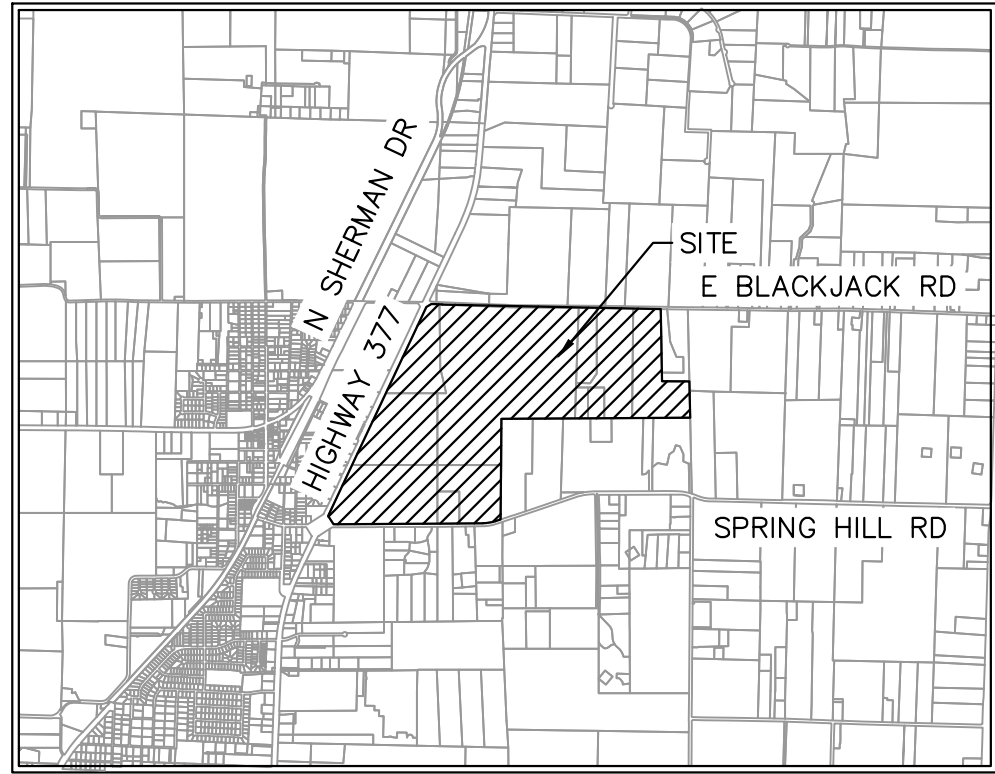
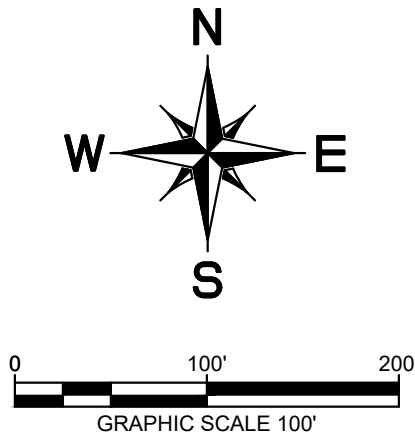
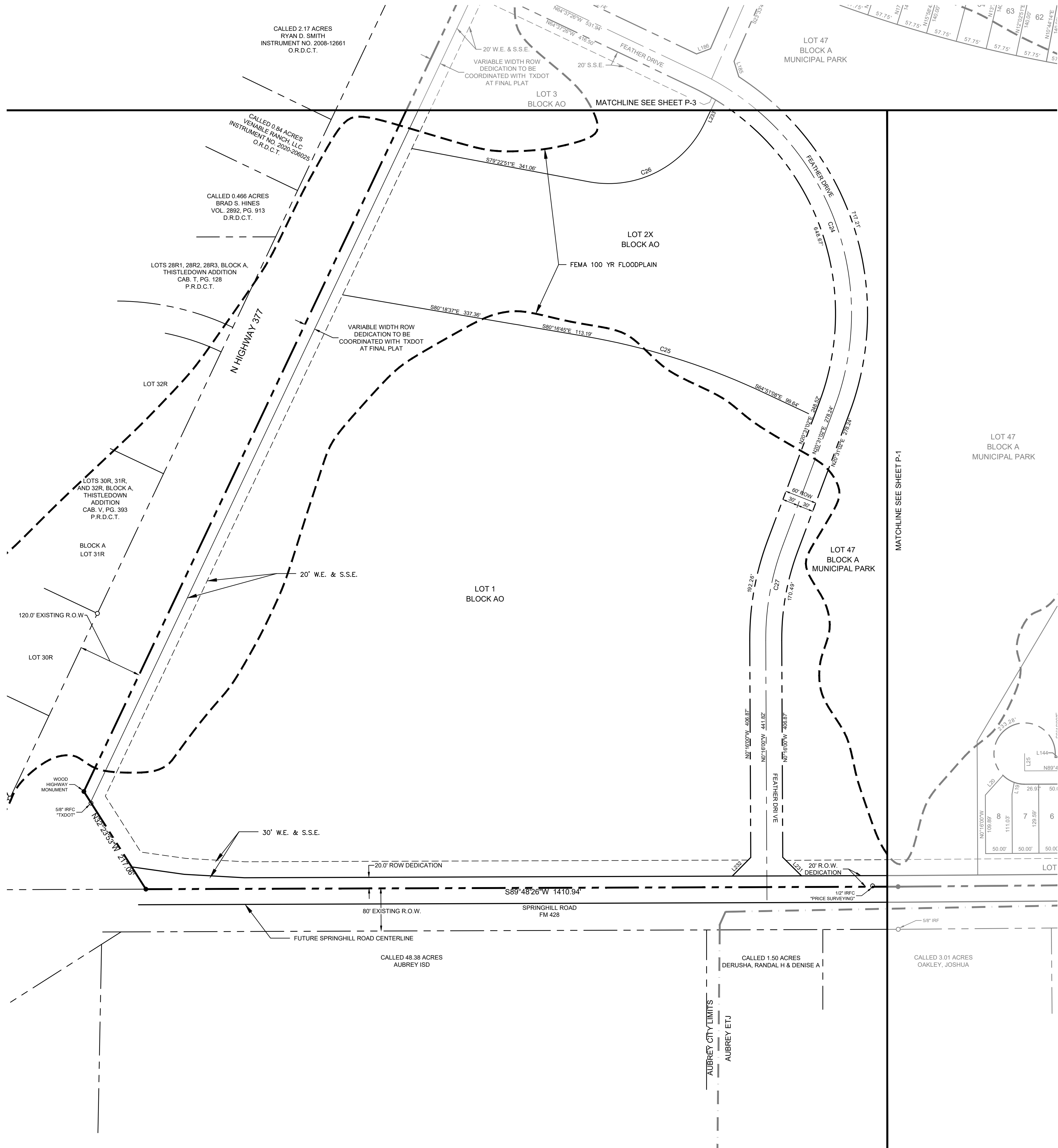
VICINITY MAP
SCALE: 1" = 2,000'

FEBRUARY 2022

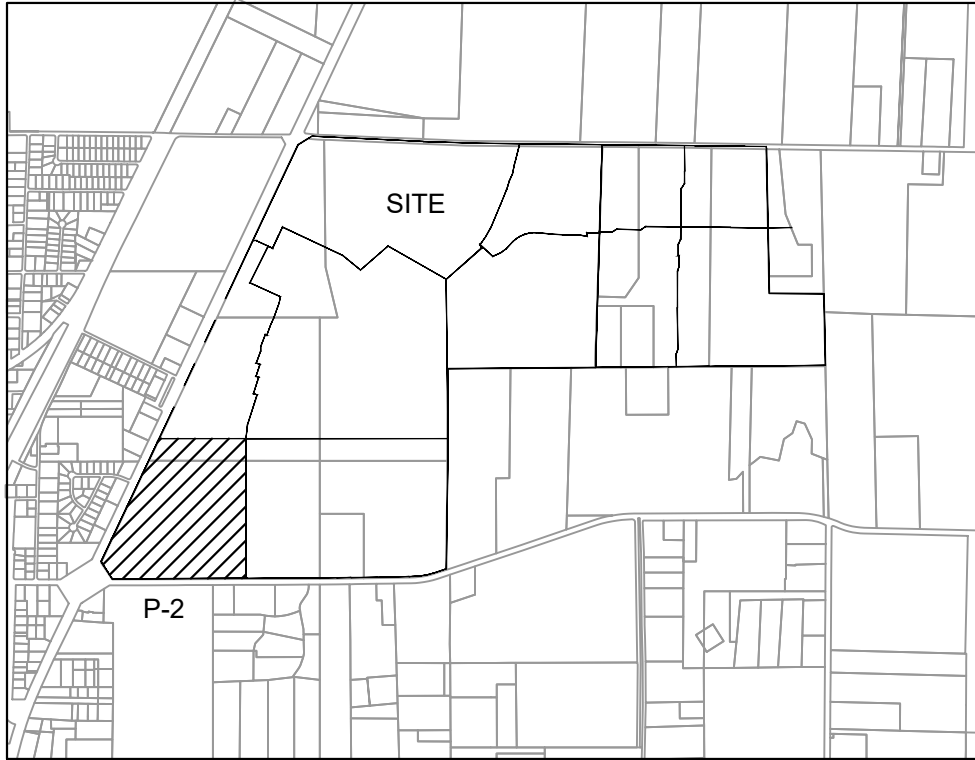
SHEET INDEX

Sheet Number	Sheet Title
C-1	COVER SHEET
P-1	PRELIMINARY PLAT
P-2	PRELIMINARY PLAT
P-3	PRELIMINARY PLAT
P-4	PRELIMINARY PLAT
P-5	PRELIMINARY PLAT
P-6	PRELIMINARY PLAT
P-7	PRELIMINARY PLAT
P-8	PRELIMINARY PLAT
P-9	PRELIMINARY PLAT
P-10	PRELIMINARY PLAT
P-11	PRELIMINARY PLAT
EX-1	EXISTING DRAINAGE AREA MAP
D-1	PRELIMINARY DRAINAGE PLAN
D-2	PRELIMINARY DRAINAGE PLAN
D-3	PRELIMINARY DRAINAGE PLAN
D-4	PRELIMINARY DRAINAGE PLAN
D-5	PRELIMINARY DRAINAGE PLAN
D-6	PRELIMINARY DRAINAGE PLAN
D-7	PRELIMINARY DRAINAGE PLAN
D-8	PRELIMINARY DRAINAGE PLAN
D-9	PRELIMINARY DRAINAGE PLAN
D-10	PRELIMINARY DRAINAGE PLAN
U-1	PRELIMINARY UTILITY PLAN
U-2	PRELIMINARY UTILITY PLAN
U-3	PRELIMINARY UTILITY PLAN
U-4	PRELIMINARY UTILITY PLAN
U-5	PRELIMINARY UTILITY PLAN
U-6	PRELIMINARY UTILITY PLAN
U-7	PRELIMINARY UTILITY PLAN
U-8	PRELIMINARY UTILITY PLAN
U-9	PRELIMINARY UTILITY PLAN
U-10	PRELIMINARY SEWER SHED MAP
PV-1	PRELIMINARY PAVING PLAN
PV-2	PRELIMINARY PAVING PLAN
PV-3	PRELIMINARY PAVING PLAN
PV-4	PRELIMINARY PAVING PLAN
PV-5	PRELIMINARY PAVING PLAN
PV-6	PRELIMINARY PAVING PLAN
PV-7	PRELIMINARY PAVING PLAN
PV-8	PRELIMINARY PAVING PLAN
PV-9	PRELIMINARY PAVING PLAN

Variance Request: The following street exceeds the 1,250 foot block length in the development agreement: Cavaletti Lane



VICINITY MAP
SCALE: 1" = 4,000'



KEY MAP
SCALE: 1" = 2,000'

LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
R.O.W.	RIGHT-OF-WAY
—●—	STREET NAME CHANGE
LINE TYPE LEGEND	
—	MATCH LINE
- - -	EASEMENT LINE
- · - · -	PHASE LINE
- · - · -	RIGHT-OF-WAY LINE
- · - · -	100-YEAR FLOODPLAIN
- · - · -	AUBREY CITY LIMITS

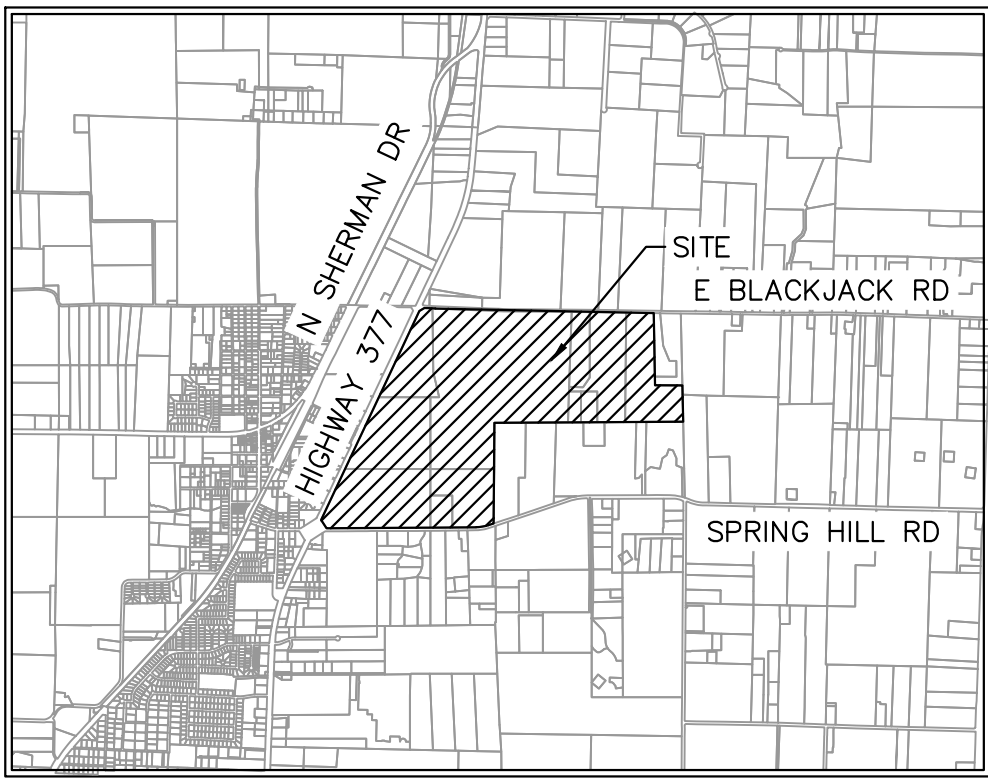
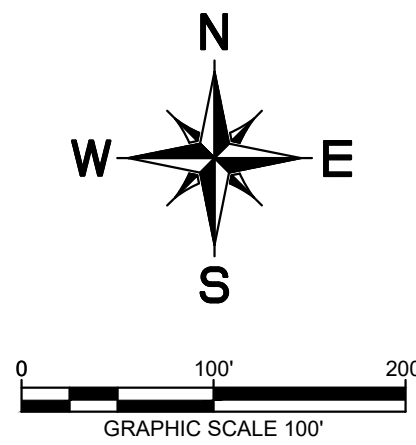
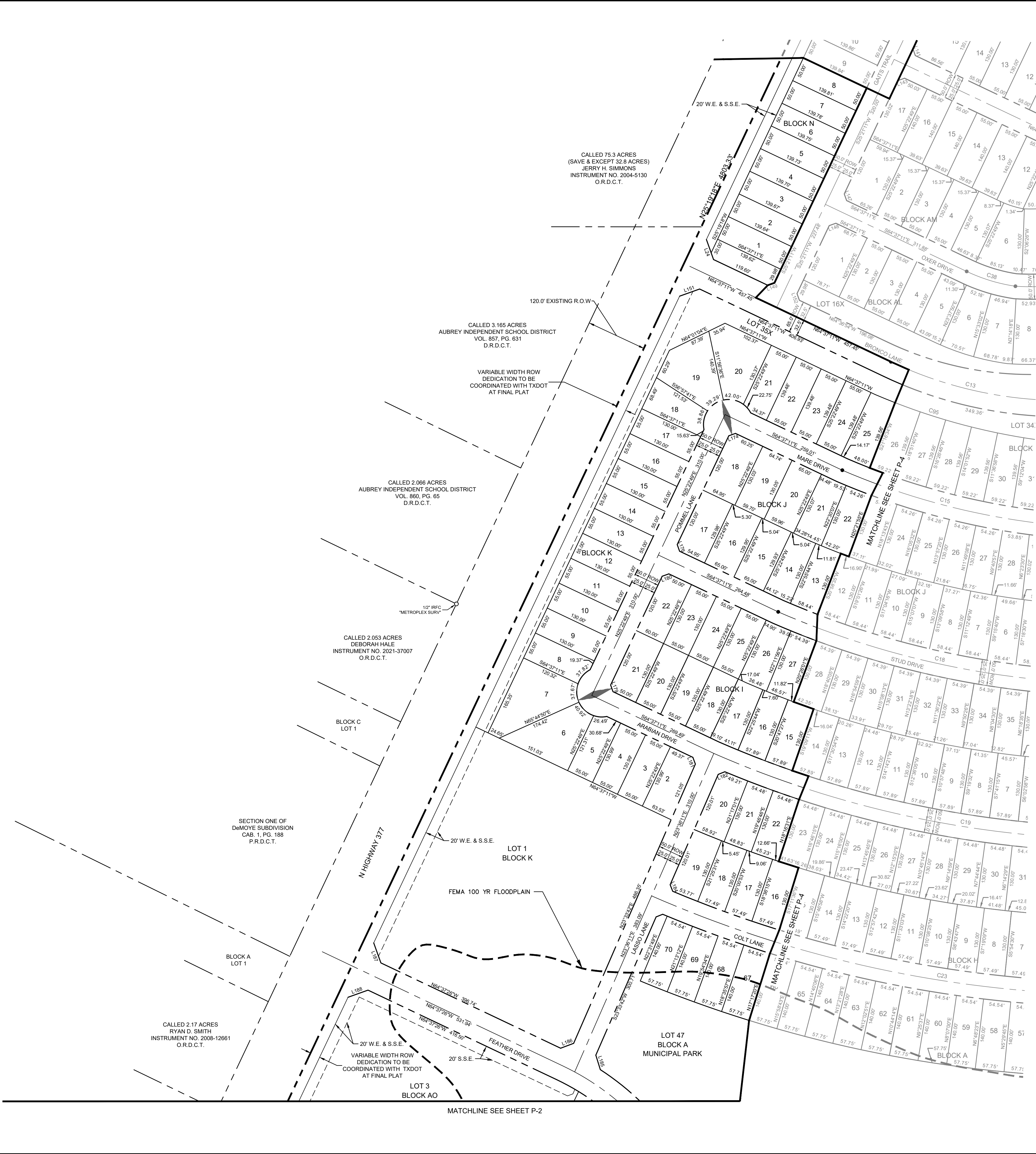
- NOTE:
- 1) ALL X LOTS ARE OWNED AND MAINTAINED BY THE HOA.
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CITY PROJECT NUMBER: XXXXXXXXX

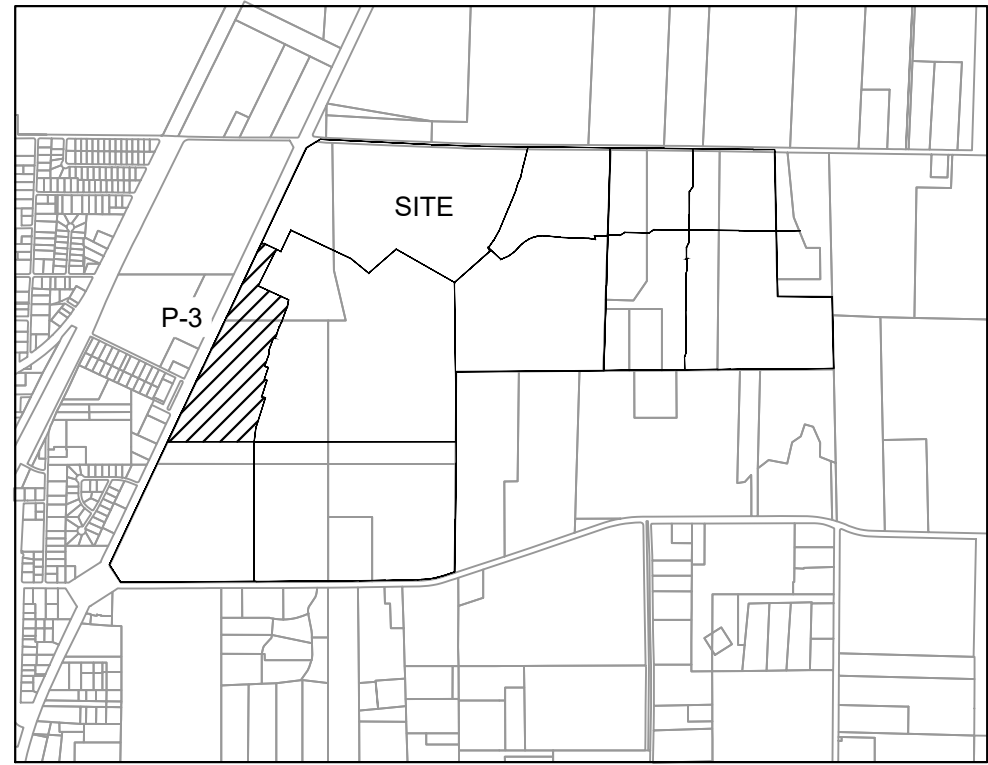
PRELIMINARY PLAT
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN-TIME
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461		OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose Surveyor #6461		OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 75226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss		ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.		
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103		



VICINITY MAP
SCALE: 1" = 4,000'



KEY MAP
SCALE: 1" = 2,000'

LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
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R.O.W.	RIGHT-OF-WAY
	STREET NAME CHANGE

LINE TYPE LEGEND	
	MATCH LINE
	EASEMENT LINE
	PHASE LINE
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	100-YEAR FLOODPLAIN
	AUBREY CITY LIMITS

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CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY PLAT
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

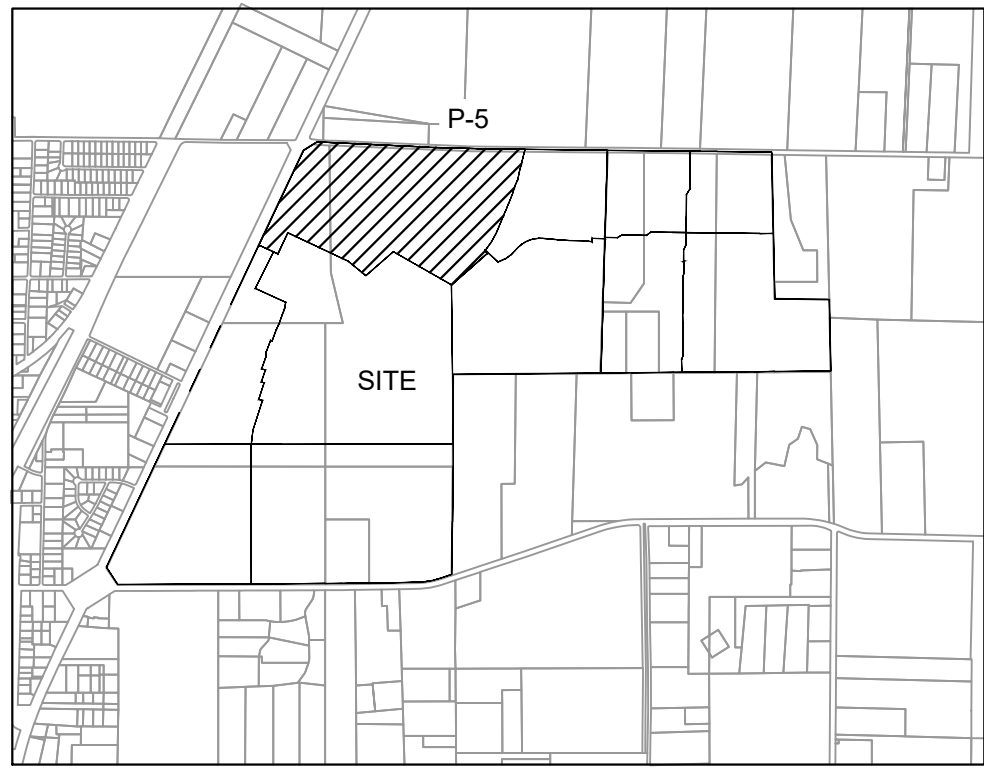
OUT OF THE
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IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	P-3

THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC. ANY UNAUTHORIZED USE OF THIS DOCUMENT IS PROHIBITED. THE USER OF THIS DOCUMENT AGREES TO HOLD KIMLEY-HORN AND ASSOCIATES, INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST KIMLEY-HORN AND ASSOCIATES, INC. BY ANY THIRD PARTY AS A RESULT OF SUCH UNAUTHORIZED USE. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. THE USER OF THIS DOCUMENT AGREES TO INDEMNIFY AND HOLD KIMLEY-HORN AND ASSOCIATES, INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST KIMLEY-HORN AND ASSOCIATES, INC. BY ANY THIRD PARTY AS A RESULT OF SUCH UNAUTHORIZED USE. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

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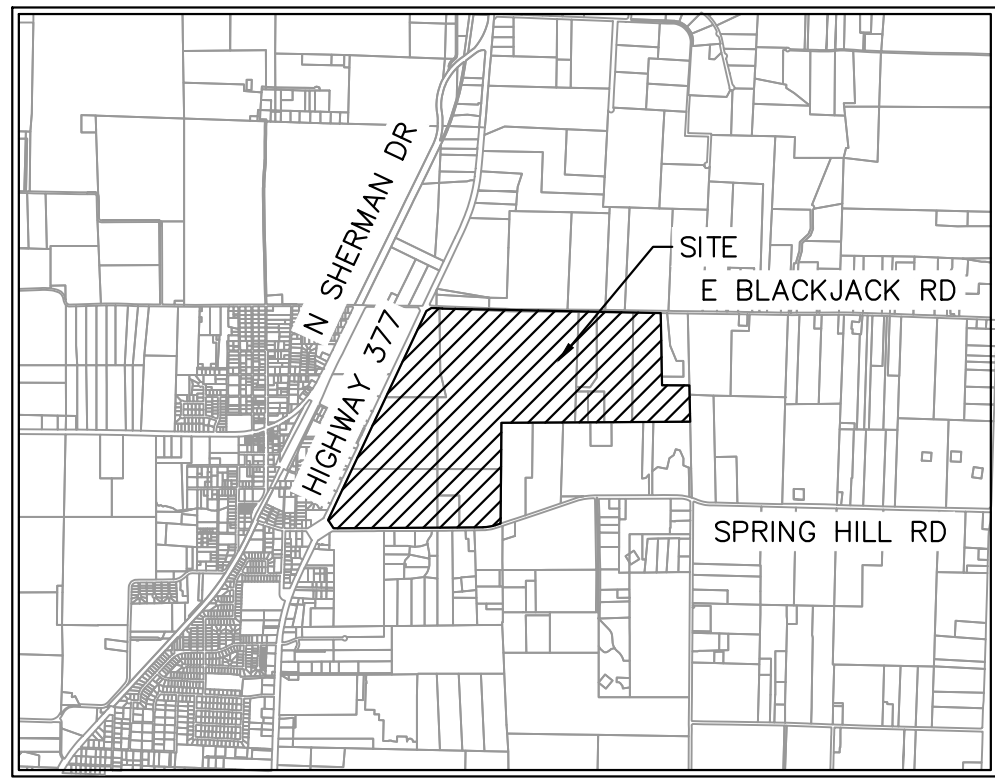
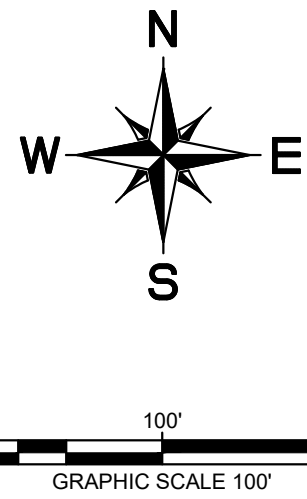


KEY MAP
SCALE: 1" = 2,000'

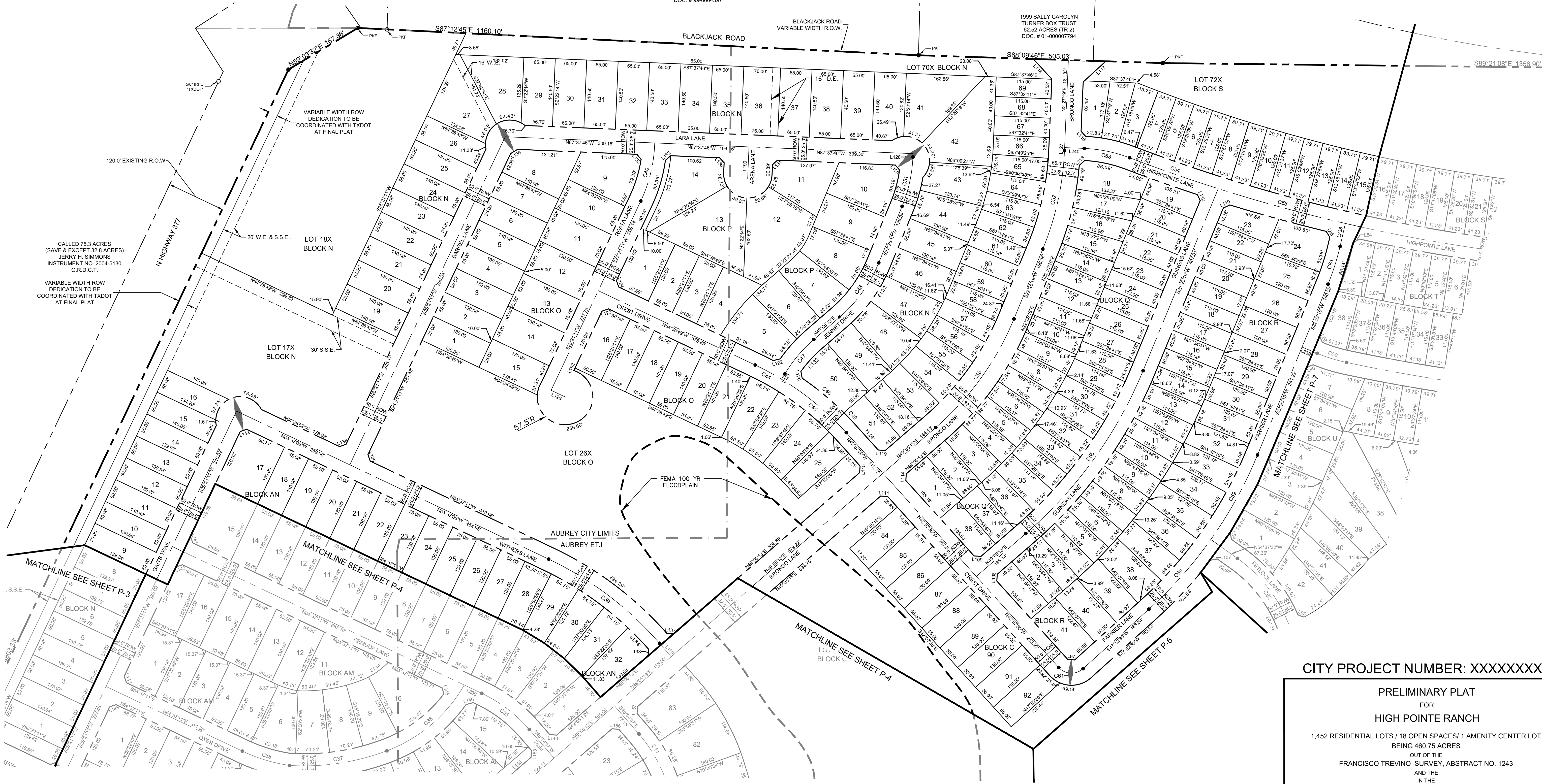
YOUNGBLOOD, LTD
6.164 ACRES (TR 5)
V. 4257, P. 1101
DOC. #99-0004597

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LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
R.O.W.	RIGHT-OF-WAY
	STREET NAME CHANGE
LINE TYPE LEGEND	
---	MATCH LINE
---	EASEMENT LINE
---	PHASE LINE
---	RIGHT-OF-WAY LINE
---	100-YEAR FLOODPLAIN
---	AUBREY CITY LIMITS



VICINITY MAP
SCALE: 1" = 4,000'



CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY PLAT
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR:
Kimley-Horn
6160 Warren Pkwy
Frisco, TX 75215
Tel: (469) 353-6058
Contact: Sylvia Gunawan
Surveyor #6461

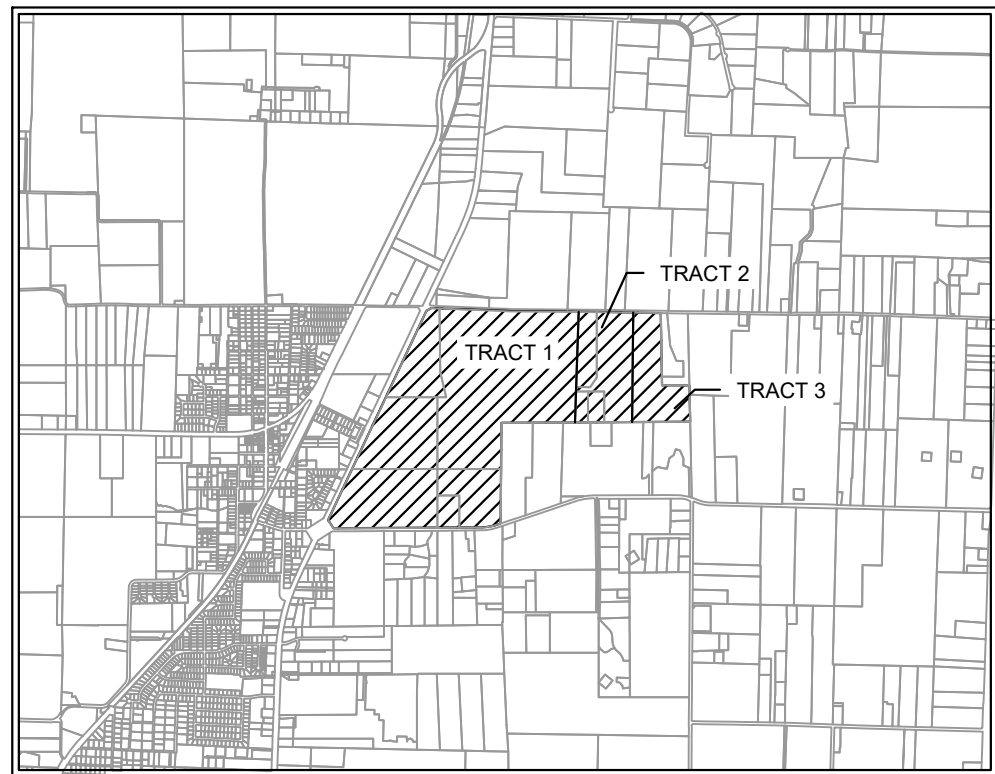
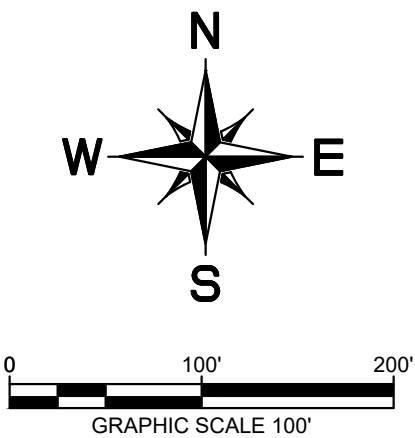
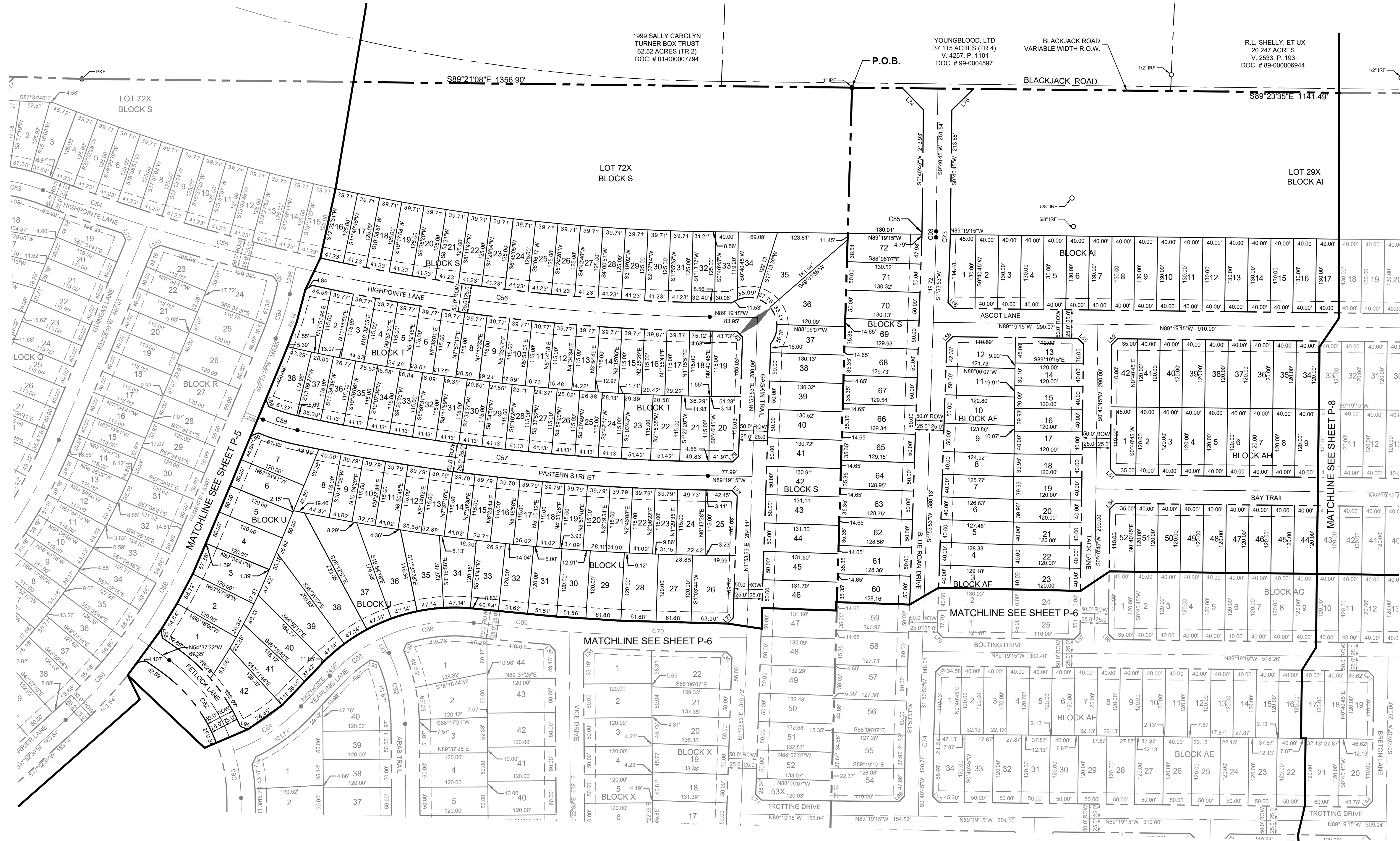
OWNER/DEVELOPER:
Aubrey Blackjack Partners, LLC
4514 Cole Ave., Suite 1650
Frisco, TX 75205
Tel: (214) 674-9570
Contact: Chad Vose

OWNER/DEVELOPER:
FM Land Investments I, LLC
138 Old Town Blvd., Suite 202
Argyle, TX 75226
Tel: (972) 740-5725
Contact: David Marks & Walter
Foss

ENGINEER:
Kimley-Horn
6160 Warren Pkwy, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Registration F-928

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	P-5





LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS
HOA	DENTON COUNTY, TEXAS
B.L.	HOMEOWNERS ASSOCIATION
U.E.	BUILDING LINE
D.E.	UTILITY EASEMENT
W.E.	DRAINAGE EASEMENT
S.S.E.	WATER EASEMENT
R.O.W.	SANITARY SEWER EASEMENT
	RIGHT-OF-WAY
	STREET NAME CHANGE

LINE TYPE LEGEND	
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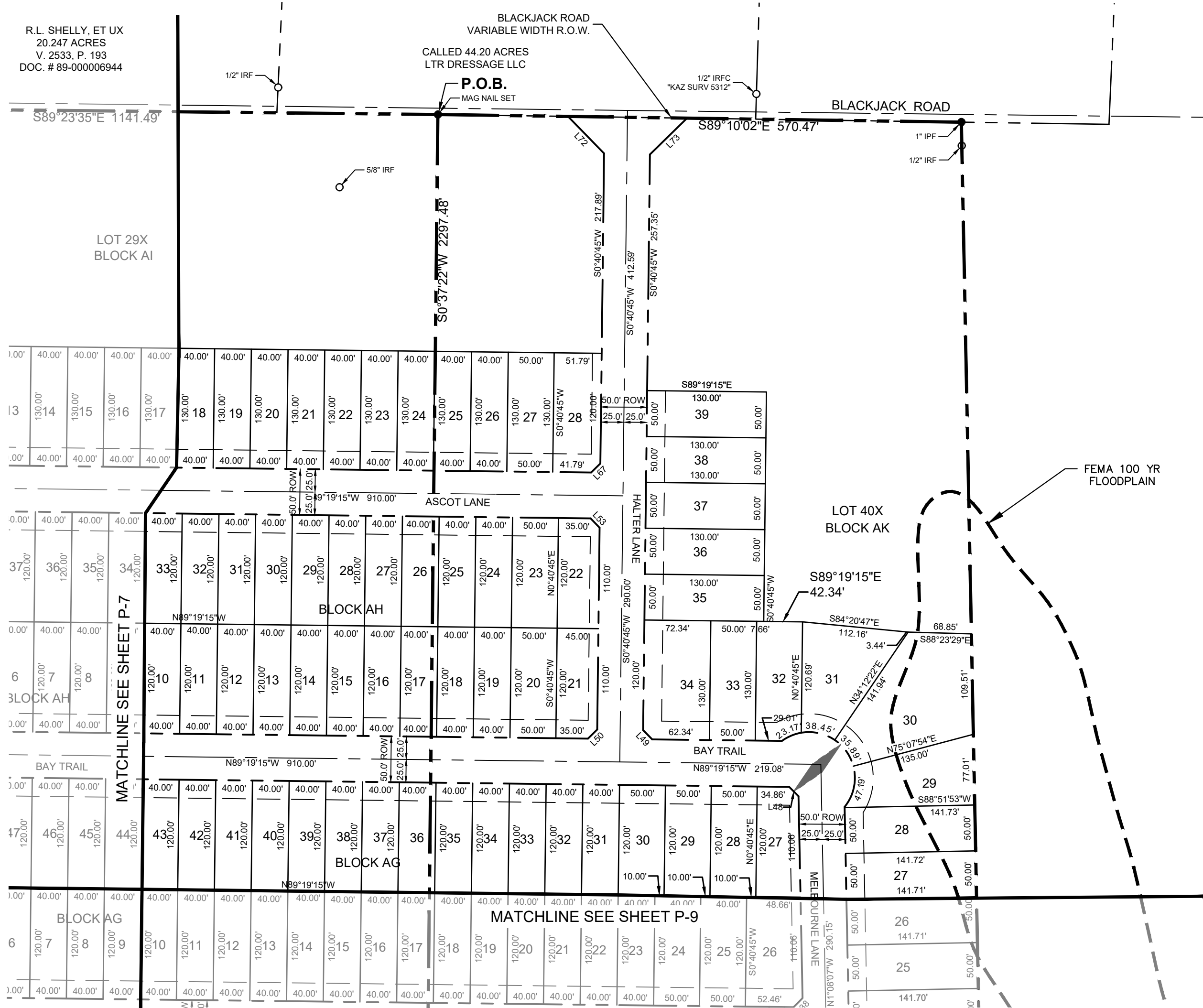
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 - 5) EXISTING FEMA FLOOD ZONES ARE LOCATED WITHIN FEMA FIRM PANEL NO. 4812100255G.
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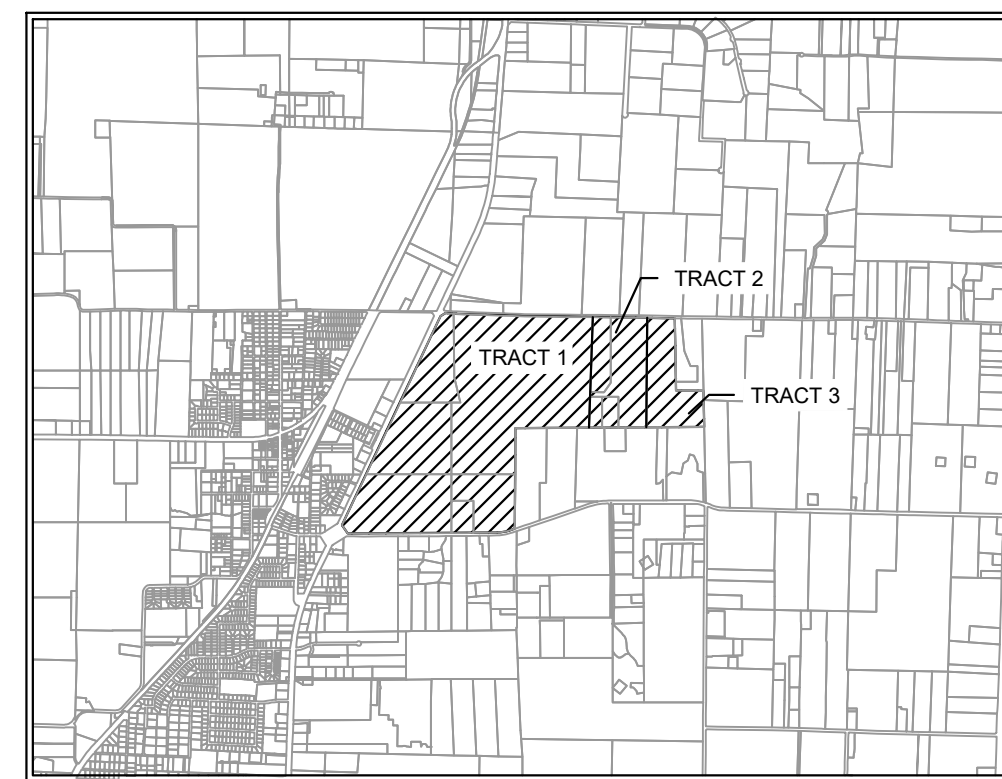
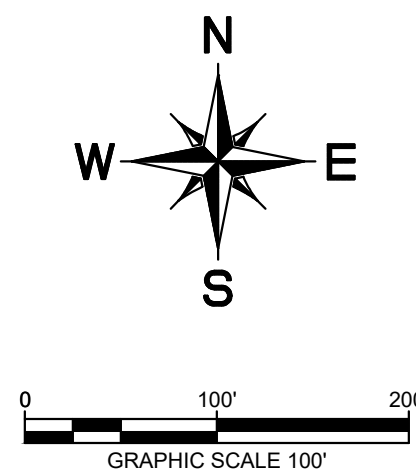
CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY PLAT
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN TIME
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR:	OWNER/DEVELOPER:	OWNER/DEVELOPER:	ENGINEER:
Kimley-Horn 6160 Warren Pkwy Frisco, TX 75025 Tel: (469) 353-6058 Contact: Thomas Gunawan Surveyor #6461	Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 75226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	Kimley-Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Registration F-928
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN
DATE SEPT. 2021	DATE SEPT. 2021	DATE SEPT. 2021	DATE SEPT. 2021
PROJECT NO. 2020103	PROJECT NO. 2020103	PROJECT NO. 2020103	PROJECT NO. 2020103





VICINITY MAP
SCALE: 1" = 4,000'



KEY MAP
SCALE: 1" = 2,000'

D.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
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S.S.E.	SANITARY SEWER EASEMENT
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	MATCH LINE
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SURVEYOR: Kimley-Horn 6160 Warren Parkway Fresno, TX 76712 Tel: (409) 353-0508 Contact: Sylvia Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackcap Partners, LLC 4514 Cole Ave., Suite 1626 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose			OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd., N. Suite 202 Dallas, TX 75204 Tel: (972) 740-5725 Contact: David Marks & Walter Foss			ENGINEER:  6160 Warren Parkway, Suite 210 Fresno, TX 76704 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-528		
	DESIGNED DKT DRAWN DKT CHECKED TLF SCALE AS SHOWN DATE SEPT. 2021 KH PROJECT NO. 2020103								
	P-9								

PLATTED BY: KIMLEY-HORN, INC. DATE: 09/20/2021
DRAWN BY: KIMLEY-HORN, INC. DATE: 09/20/2021
CHECKED BY: KIMLEY-HORN, INC. DATE: 09/20/2021
LAST NAME: KIMLEY-HORN, INC. DATE: 09/20/2021

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

OWNER'S CERTIFICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT LW 377, LLC, AUBREY BLACKJACK PARTNERS, LLC, AND FM LAND INVESTMENTS I, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **HIGH POINTE RANCH**, an addition to the City of Aubrey, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. The City of Aubrey and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Aubrey and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

This approved subject to all platting ordinances, rules, and regulations of the City of Aubrey, Texas.

WITNESS my hand this the _____ day of _____, 20_____.

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20_____.

Notary Public in and for _____ County
My Commission Expires: _____

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	38°56'15"	300.00'	203.88'	S13°22'18"W	199.98'
C2	40°04'14"	300.00'	209.81'	N12°48'19"E	205.56'
C3	1°30'49"	2360.00'	62.35'	N83°31'36"E	62.34'
C4	33°46'24"	600.00'	353.67'	N65°53'00"E	348.57'
C5	86°37'30"	35.50'	53.67'	N05°41'03"E	48.70'
C6	9°25'12"	800.00'	131.53'	S32°50'08"E	131.38'
C7	18°23'39"	800.00'	256.83'	S19°00'40"E	255.73'
C8	11°31'47"	337.34'	67.88'	S66°11'48"W	67.77'
C9	13°26'10"	800.00'	187.60'	N16°31'55"W	187.17'
C10	6°34'18"	800.00'	91.76'	S19°57'51"E	91.71'
C11	24°14'05"	300.00'	126.89'	N28°47'44"W	125.95'
C12	15°10'51"	1000.00'	264.95'	N56°40'39"E	264.18'
C13	23°50'56"	800.00'	332.99'	S76°32'39"E	330.59'
C14	18°33'08"	600.00'	194.28'	N86°47'28"E	193.43'
C15	17°11'07"	1430.00'	428.92'	S75°20'25"E	427.31'
C16	24°14'05"	300.00'	126.89'	N28°47'44"W	125.95'
C17	16°31'53"	600.00'	173.12'	N82°57'30"E	172.52'
C18	22°13'38"	1740.00'	675.01'	S77°39'03"E	670.79'
C19	29°15'06"	2050.00'	1046.60'	S81°01'22"E	1035.27'
C20	1°06'01"	2007.50'	38.55'	N06°38'50"W	38.55'

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C21	9°23'25"	2007.50'	329.01'	N11°53'33"W	328.65'
C22	0°05'26"	2007.50'	3.17'	N16°37'59"W	3.17'
C23	29°19'10"	2360.00'	1207.67'	S81°03'24"E	1194.53'
C24	82°10'23"	500.00'	717.09'	N20°34'10"W	657.20'
C25	15°42'42"	1304.94'	357.84'	N72°25'24"W	356.72'
C26	74°20'41"	200.00'	259.51'	N62°32'55"E	241.69'
C27	20°47'02"	500.00'	181.37'	S10°07'31"W	180.38'
C29	19°59'03"	760.00'	265.08'	N79°44'29"E	263.74'
C30	90°00'00"	35.50'	55.76'	S44°44'00"W	50.20'
C31	4°22'34"	800.00'	61.10'	N02°27'17"W	61.09'
C32	7°40'00"	800.00'	107.05'	N04°06'00"W	106.97'
C33	6°00'14"	300.00'	31.44'	N10°13'56"W	31.42'
C34	3°26'39"	2500.00'	150.28'	N14°57'22"W	150.26'
C35	23°42'24"	300.00'	124.13'	N52°45'59"W	123.24'
C36	39°25'06"	311.12'	214.04'	N49°36'28"E	209.85'
C37	24°05'50"	488.03'	205.25'	N81°27'56"E	203.74'
C38	16°51'31"	346.49'	101.95'	S73°05'08"E	101.58'
C39	23°42'24"	700.00'	289.63'	N52°45'59"W	287.57'
C40	22°58'57"	300.00'	120.34'	N13°51'42"E	119.53'
C44	5°54'28"	600.00'	61.86'	N61°41'35"W	61.84'

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C45	16°36'52"	600.00'	173.98'	N50°25'56"W	173.38'
C46	10°16'40"	625.00'	112.11'	N50°22'08"W	111.98'
C47	17°49'35"	300.00'	93.34'	S40°10'26"W	92.96'
C48	26°39'55"	300.00'	139.62'	N35°45'16"E	138.36'
C49	3°06'18"	625.00'	33.87'	N43°40'39"W	33.87'
C50	26°39'55"	600.00'	279.24'	N35°45'16"E	276.72'
C51	20°03'05"	300.00'	104.99'	N12°23'46"E	104.45'
C52	19°58'00"	600.00'	209.09'	N12°26'19"E	208.03'
C53	18°23'31"	300.00'	96.30'	N78°20'56"W	95.89'
C54	3°15'17"	3415.00'	193.99'	S70°46'48"E	193.96'
C55	4°34'17"	3415.00'	272.47'	S74°41'35"E	272.40'
C56	12°20'31"	3415.00'	735.62'	S83°08'59"E	734.19'
C57	11°17'58"	3695.00'	728.70'	S83°40'16"E	727.52'
C58	10°26'35"	350.00'	63.79'	S72°47'59"E	63.71'
C59	12°57'10"	885.00'	200.07'	N12°42'40"W	199.64'
C60	12°30'02"	885.00'	193.08'	N41°37'29"E	192.70'
C61	90°00'00"	35.50'	55.76'	S87°07'30"E	50.20'
C62	38°03'29"	300.00'	199.27'	N35°35'47"W	195.63'
C63	16°11'27"	300.00'	84.78'	N08°28'18"W	84.49'
C64	27°16'05"	300.00'	142.78'	N56°42'23"E	141.43'

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C65	26°39'55"	900.00'	418.86'	N35°45'16"E	415.09'
C66	21°52'54"	300.00'	114.57'	S54°00'48"W	113.88'
C67	14°34'56"	275.00'	69.99'	S50°21'48"W	69.80'
C68	31°37'48"	300.00'	165.61'	S80°46'09"W	163.52'
C69	2°25'55"	3980.00'	168.94'	S84°37'55"E	168.93'
C70	4°30'31"	3980.00'	313.18'	S88°06'08"E	313.10'
C71	1°53'13"	4005.00'	131.90'	S88°53'53"E	131.89'
C72	1°34'36"	4005.00'	110.20'	S87°09'59"E	110.20'
C73	0°38'18"	525.00'	5.85'	N01°34'44"E	5.85'
C74	1°13'08"	1000.00'	21.27'	S01°17'19"W	21.27'
C75	1°03'20"	1000.00'	18.42'	S00°09'05"W	18.42'
C76	1°03'20"	1000.00'	18.42'	S00°09'05"W	18.42'
C77	90°00'00"	250.00'	392.70'	S45°22'35"E	353.55'
C78	1°03'20"	1000.00'	18.42'	S00°09'05"W	18.42'
C82	24°40'11"	300.00'	129.17'	N12°42'40"W	128.17'
C83	73°55'57"	50.00'	64.52'	N00°16'48"W	60.13'
C84	9°24'03"	500.00'	82.04'	N17°43'17"E	81.94'
C85	0°38'29"	475.00'	5.32'	N01°00'00"E	5.32'
C86	4°22'34"	300.00'	22.91'	S87°32'43"W	22.91'
C91	9°43'36"	275.00'	46.68'	S85°29'44"E	46.63'

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C92	17°20'00"	778.51'	235.52'	N79°58'26"E	234.62'
C93	1°13'08"	500.00'	10.64'	N01°17'19"E	10.64'

NO.	BEARING	LENGTH
L1	S44°44'00"W	40.98'
L2	S45°16'00"E	38.28'
L3	S45°16'00"E	14.14'
L4	N44°44'00"E	14.14'
L5	S45°08'00"E	13.93'
L6	N44°52'00"E	14.11'
L7	S45°16'00"E	14.14'
L8	N44°44'00"E	14.14'
L9	S45°16'00"E	14.14'
L10	N44°44'00"E	14.14'
L11	S45°16'00"E	47.27'
L12	S44°44'00"W	47.93'
L13	S00°16'00"E	6.35'
L14	S00°16'00"E	6.20'
L15	S44°44'00"W	14.14'
L16	S45°16'00"E	14.14'
L17	S45°16'00"E	14.14'
L18	N44°44'00"E	14.14'
L19	N10°39'09"E	22.56'
L20	N41°50'17"E	49.62'

NO.	BEARING	LENGTH
L22	S44°44'00"W	14.14'
L23	N44°44'00"E	14.14'
L24	N45°22'35"W	14.14'
L27	N44°37'25"E	14.14'
L28	S45°22'35"E	14.14'
L29	N44°37'25"E	14.14'
L30	N44°37'25"E	14.14'
L31	S45°22'35"E	14.14'
L32	S45°22'35"E	14.14'
L33	S44°37'25"W	14.14'
L34	S45°22'35"E	14.14'
L35	N44°37'25"E	14.14'
L36	N45°13'41"W	14.36'
L37	S45°40'45"W	14.14'
L38	N44°46'19"E	13.92'
L39	S45°40'45"W	14.14'
L40	N44°19'15"W	14.14'
L41	S44°19'15"E	14.14'
L42	S44°19'15"E	14.14'
L43	N45°40'45"E	14.14'

NO.	BEARING	LENGTH
L44	S45°40'45"W	14.14'
L45	S44°19'15"E	14.14'
L46	S45°40'45"W	14.14'
L47	S44°19'15"E	14.14'
L48	N45°13'41"W	14.36'
L49	S44°19'15"E	14.14'
L50	N45°40'45"E	14.14'
L51	S44°19'15"E	14.14'
L52	N45°40'45"E	14.14'
L53	S44°19'15"E	14.14'
L54	S45°40'45"W	14.14'
L55	S44°19'15"E	14.14'
L56	S44°19'15"E	14.14'
L57	N45°40'45"E	14.14'
L58	N46°17'19"E	14.29'
L60	N36°39'00"E	19.50'
L63	N44°12'00"E	30.11'
L64	S45°44'04"E	30.20'
L65	N44°19'15"W	14.14'
L66	N46°17'19"E	14.29'

NO.	BEARING	LENGTH
L67	N45°40'45"E	14.14'
L68	S43°42'41"E	13.99'
L69	N45°40'45"E	14.14'
L70	S43°42'41"E	13.99'
L71	N45°42'41"W	13.99'
L72	S44°19'15"E	56.37'
L73	N45°40'45"E	56.68'
L74	S44°19'15"E	53.07'
L75	N45°40'45"E	53.36'
L76	S46°17'19"W	14.29'
L77	N45°58'52"E	14.37'
L78	S43°42'41"E	13.99'
L79	N46°17'19"E	14.29'
L80	S44°00'27"E	13.92'
L81	N46°39'31"E	13.63'
L82	S42°54'40"E	14.74'
L83	S43°42'41"E	13.99'
L84	N57°46'17"E	14.20'
L85	S31°31'15"E	14.15'
L86	N22°35'04"W	14.14'

NO.	BEARING	LENGTH
L87	N45°45'39"E	14.42'
L88	S45°22'35"E	14.14'
L89	N19°07'33"W	23.96'
L90	N67°24'59"E	14.14'
L91	S44°37'25"E	14.14'
L92	N23°16'59"E	13.40'
L93	S72°56'17"E	13.29'
L94	N26°53'12"E	15.65'
L95	S69°08'20"E	13.68'
L96	N10°34'12"W	14.37'
L97	N87°07'30"W	14.14'
L98	N44°37'25"E	14.14'
L99	S45°22'35"E	14.14'
L100	N44°37'25"E	14.14'
L101	S45°22'35"E	14.14'
L102	N53°38'49"W	21.07'
L103	S45°22'35"E	14.14'
L124	S19°38'49"E	14.14'
L125	N64°38'49"W	31.96'
L126	N00°22'35"W	20.15'
L127	N02°27'19"E	6.58'
L128	N02°22'14"E	6.96'

NO.	BEARING	LENGTH
L108	N03°28'52"E	13.99'
L109	S86°31'08"E	14.29'
L110	N64°46'27"E	14.78'
L111	S86°31'08"E	14.52'
L112	S24°43'29"E	13.60'
L113	N48°31'44"E	14.88'
L114	N3°28'52"E	13.77'
L115	S03°00'47"W	13.88'
L116	S42°32'41"E	14.15'
L117	N47°27'19"E	61.01'
L118	N42°19'09"W	57.88'
L119	S86°31'08"E	14.52'
L120	S10°37'46"E	14.06'
L121	S31°15'38"W	12.95'
L122	N76°21'16"E	14.82'
L123	N70°21'11"E	14.14'
L124	S19°38'49"E	14.14'
L125	N64°38'49"W	31.96'
L126	N00°22'35"W	20.15'
L127	N02°27'19"E	6.58'
L128	N02°22'14"E	6.96'

LINE TABLE		
L.NO.	BEARING	LENGTH
L129	S40°13'42"E	13.54'
L130	S42°37'46"E	14.14'
L131	N47°22'14"E	14.14'
L132	N49°39'45"E	14.70'
L133	S39°56'12"E	13.46'
L134	N58°51'42"E	16.68'
L135	S19°38'00"E	14.15'
L136	N70°22'00"E	14.14'
L137	S85°54'47"E	14.17'
L138	N04°05'13"E	14.11'
L139	N40°54'47"W	36.84'
L140	S85°54'47"E	14.14'
L141	S19°38'00"E	14.17'
L142	N70°22'00"E	14.12'
L143	N70°22'00"E	14.12'
L145	S14°09'54"E	12.73'
L146	N75°00'54"E	15.24'
L147	S19°38'00"E	14.15'
L148	N70°22'00"E	14.14'
L149	N70°22'00"E	14.14'

DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of a called 357.445 acre tract of land described in a deed to FM Land Investments I, LLC, as recorded in Instrument No. 2018-78707 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1 inch iron pipe found for the northeast corner of said 357.445 acre tract, common to the northwest corner of a called 61.611 acre tract of land described in a deed to LTR Dressage, LLC, as recorded in Instrument No. 2021-31043 of the Official Records of Denton County, Texas, being in the centerline of Black Jack Road, a variable width right-of-way, no record found;

THENCE South 1°40'23" West, departing the centerline of said Black Jack Road, along an easterly line of said 357.445 acre tract and the westerly line of said 61.611 acre tract part of the way, a distance of 2,322.77 feet to a 1/2 inch iron rod with plastic cap stamped "Price Surveying" found for the northerly southeast corner of said 357.445 acre tract;

THENCE South 89°34'57" West, along a southerly line of said 357.445 acre tract, the northerly line of a called 27.106 acre tract of land described in a deed to Aubrey Farms LLC, as recorded in Instrument No. 2019-83125 of the Official Records of Denton County, Texas, and the northerly line of a called 27.37 acre tract of land described in a deed to Deccan Ranch, LLC, as recorded in Instrument No. 2019-327 of the Official Records of Denton County, Texas, a distance of 1539.46 feet to a 1/2 inch iron rod found for an ell corner of said 357.445 acre tract, common to the northwest corner of said 27.37 acre tract;

THENCE South 0°10'43" East, along an easterly line of said 357.445 acre tract and a westerly line of said 27.37 acre tract, a distance of 956.88 feet to a 1/2 inch iron rod with plastic cap stamped "Price Surveying" found for corner;

THENCE South 0°56'03" West, along an easterly line of said 357.445 acre tract and a westerly line of said 27.37 acre tract, a distance of 1129.76 feet to the southerly southeast corner of said 357.445 acre tract, common to the southwest corner of said 27.37 acre tract, being on the northerly right-of-way line of F.M. Highway No. 428, an 80 foot wide right-of-way;

THENCE along the southerly line of said 357.445 acre tract and the northerly right-of-way line of said F.M. Highway No. 428, the following courses and distances:

South 71°18'26" West, a distance of 118.62 feet to the beginning of a tangent curve to the right having a central angle of 17°20'00", a radius of 778.51 feet, a chord bearing and distance of South 79°58'26" West, 234.62 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 235.52 feet to a point for corner;

South 88°38'26" West, a distance of 376.09 feet to a point for corner;

South 89°31'26" West, a distance of 1348.99 feet to a point for corner;

South 89°48'26" West, a distance of 1410.94 feet to the southerly southwest corner of said 357.445 acre tract, common to the south end of a corner clip at the intersection of the northerly right-of-way line of said F.M. Highway No. 428 with the easterly right-of-way line of U.S. Highway 377, a 120 foot wide right-of-way;

THENCE North 32°23'53" West, departing the northerly right-of-way line of said F.M. Highway No. 428, along a southwesterly line of said 357.445 acre tract and said corner clip, a distance of 217.06 feet to a wooden highway monument found for the northerly southwest corner of said 357.445 acre tract, common to the north end of said corner clip, being on the easterly right-of-way line of said U.S. Highway 377;

THENCE North 25°19'18" East, along a westerly line of said 357.445 acre tract and the easterly right-of-way line of said U.S. Highway 377, a distance of 4803.33 feet to the southerly northwest corner of said 357.445 acre tract, common to the south end of a corner clip at the intersection of the easterly right-of-way line of said U.S. Highway 377 with the centerline of aforesaid Black Jack Road;

THENCE North 59°03'32" East, departing the easterly right-of-way line of said U.S. Highway 377, along a northwesterly line of said 357.445 acre tract and said corner clip, a distance of 167.36 feet to a PK nail found for the northerly northwest corner of said 357.445 acre tract, common to the north end of said corner clip, being in the centerline of said Black Jack Road;

THENCE South 87°12'45" East, along a northerly line of said 357.445 acre tract and the centerline of said Black Jack Road, a distance of 1160.10 feet to a PK nail found for corner;

THENCE South 88°09'46" East, along a northerly line of said 357.445 acre tract and continuing along the centerline of said Black Jack Road, a distance of 505.03 feet to a PK nail found for corner;

THENCE South 89°21'08" East, along a northerly line of said 357.445 acre tract and continuing along the centerline of said Black Jack Road, a distance of 1356.90 feet to the **POINT OF BEGINNING** and containing 357.561 acres (15,575,370 square feet) of land, more or less.

BEING a tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of a called 61.667 acre tract of land described in a General Warranty Deed to Betsy Turner, as recorded in Instrument No. 97-0010270 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a mag nail set for the northeast corner of said 61.667 acre tract, common to the northwest corner of a called 41.640 acre tract of land described in a deed to Michael Ray Self and spouse, Hannah Carter Self, as recorded in Instrument No. 2020-72317 of the Official Records of Denton County, Texas, being on the southerly line of Tract I described in a deed to LTR Dressage, LLC, as recorded in Instrument No. 2012-60776 of the Official Records of Denton County, Texas, and in the centerline of Black Jack Road, a variable width right-of-way, no record found;

THENCE South 0°37'22" West, departing the southerly line of said Tract I and the centerline of said Black Jack Road, along the easterly line of said 61.667 acre tract and the westerly line of said 41.640 acre tract, a distance of 2297.48 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 61.667 acre tract, common to the southwest corner of said 41.640 acre tract, being on the northerly line of a called 94.58 acre tract of land described in a deed to Robert J. Houlihan, Trustee of the Jacqueline A. Houlihan Family Trust, as recorded in Instrument No. 2015-75670 of the Official Records of Denton County, Texas;

THENCE South 89°33'30" West, along the southerly line of said 61.667 acre tract, the northerly line of said 94.58 acre tract and the northerly line of a called 5.000 acre tract of land described in a deed to Robert J. Houlihan, as recorded in Instrument No. 2015-75669 of the Official Records of Denton County, Texas, a distance of 1184.22 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 61.667 acre tract, being on the easterly line of a called 166.34 acre tract of land described in a deed to ALW 377, LLC, as recorded in Instrument No. 2018-78707 of the Official Records of Denton County, Texas;

THENCE North 1°40'23" East, departing the northerly line of said 94.58 acre tract, along the westerly line of said 61.667 acre tract and the easterly line of said 166.34 acre tract, a distance of 2319.56 feet to a 1 inch iron pipe found for the northwest corner of said 61.667 acre tract, common to the northeast corner of said 166.34 acre tract, being on the southerly line of a called 37.115 acre tract of land described in a deed to Calvin Paul Redfearn, as recorded in Instrument No. 2014-96676 of the Official Records of Denton County, Texas, and in the middle of Black Jack Road;

THENCE South 89°23'35" East, along the northerly line of said 61.667 acre tract, the southerly line of said 37.115 acre tract, the southerly line of a called 20.236 acre tract of land described in a deed to Gary Conway and Debbie Conway, as recorded in Instrument No. 2019-158625 of the Official Records of Denton County, Texas, and the southerly line of said Tract I, a distance of 1141.49 feet to the **POINT OF BEGINNING** and containing 61.611 acres (2,683,778 square feet) of land, more or less.

BEING a tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of a called 41.640 acre tract of land described in a Warranty Deed with Vendor's Lien to Michael Ray Self and spouse, Hannah Carter Self, as recorded in Instrument No. 2020-72317 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a mag nail set for the northwest corner of said 41.640 acre tract, common to the northeast corner of a called 61.667 acre tract of land described in a deed to Betsy Turner, as recorded in Instrument No. 97-0010270 of the Official Records of Denton County, Texas, being on the southerly line of Tract I described in a deed to LTR Dressage, LLC, as recorded in Instrument No. 2012-60776 of the Official Records of Denton County, Texas, and in the centerline of Black Jack Road, a variable width right-of-way, no record found;

THENCE South 89°10'02" East, along a northerly line of said 41.640 acre tract, the southerly line of said Tract I, the southerly line of a called 22.380 acre tract of land described as Tract II in said deed recorded in Instrument No. 2012-60776 of the Official Records of Denton County, Texas, and the centerline of said Black Jack Road, a distance of 570.47 feet to a 1 inch iron pipe found for the northerly northeast corner of said 41.640 acre tract, common to the northwest corner of a called 14.975 acre tract of land described in a deed to K & T Swan Family Limited Partnership, L.P., as recorded in Instrument No. 2017-78524 of the Official Records of Denton County, Texas;

THENCE South 1°07'20" East, departing the southerly line of said Tract II and the centerline of said Black Jack Road, along an easterly line of said 41.640 acre tract and the westerly line of said 14.975 acre tract, a distance of 1528.04 feet to a 1/2 inch iron rod found for the southwest corner of said 14.975 acre tract, common to an ell corner of said 41.640 acre tract;

THENCE South 89°22'10" East, along a northerly line of said 41.640 acre tract and the southerly line of said 14.975 acre tract, a distance of 570.06 feet to a 3/8 inch iron rod found for the southerly northeast corner of said 41.640 acre tract, common to the southeast corner of said 14.975 acre tract;

THENCE South 1°04'44" East, along an easterly line of said 41.640 acre tract, a distance of 745.84 feet to a 1/2 inch iron pipe found for the southeast corner of said 41.640 acre tract, common to the northeast corner of a called 16.597 acre tract of land described in a deed to Phillip J. Anton and wife, Karen M. Anton, as recorded in Instrument No. 95-65740 of the Official Records of Denton County, Texas;

THENCE South 89°33'30" West, along the southerly line of said 41.640 acre tract, the northerly line of said 16.597 acre tract, the northerly line of a called 6.703 acre tract of land described in a deed to Phillip John Anton and wife, Karen Marie Anton, as recorded in Instrument No. 2005-92268 of the Official Records of Denton County, Texas, and the northerly line of a called 94.58 acre tract of land described in a deed to Robert J. Houlihan, Trustee of the Jacqueline A. Houlihan Family Trust, as recorded in Instrument No. 2015-75670 of the Official Records of Denton County, Texas, a distance of 1209.41 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 41.640 acre tract, common to the southeast corner of aforesaid 61.667 acre tract;

THENCE North 0°37'22" East, departing the northerly line of said 94.58 acre tract, along the westerly line of said 41.640 acre tract and the easterly line of said 61.667 acre tract, a distance of 2297.48 feet to the **POINT OF BEGINNING** and containing 41.650 acres (1,814,290 square feet) of land, more or less.

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, Sylviana Gunawan, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Subdivision Regulations of the City of Aubrey, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor #6461
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
sylviana.gunawan@kimley-horn.com

PRELIMINARY

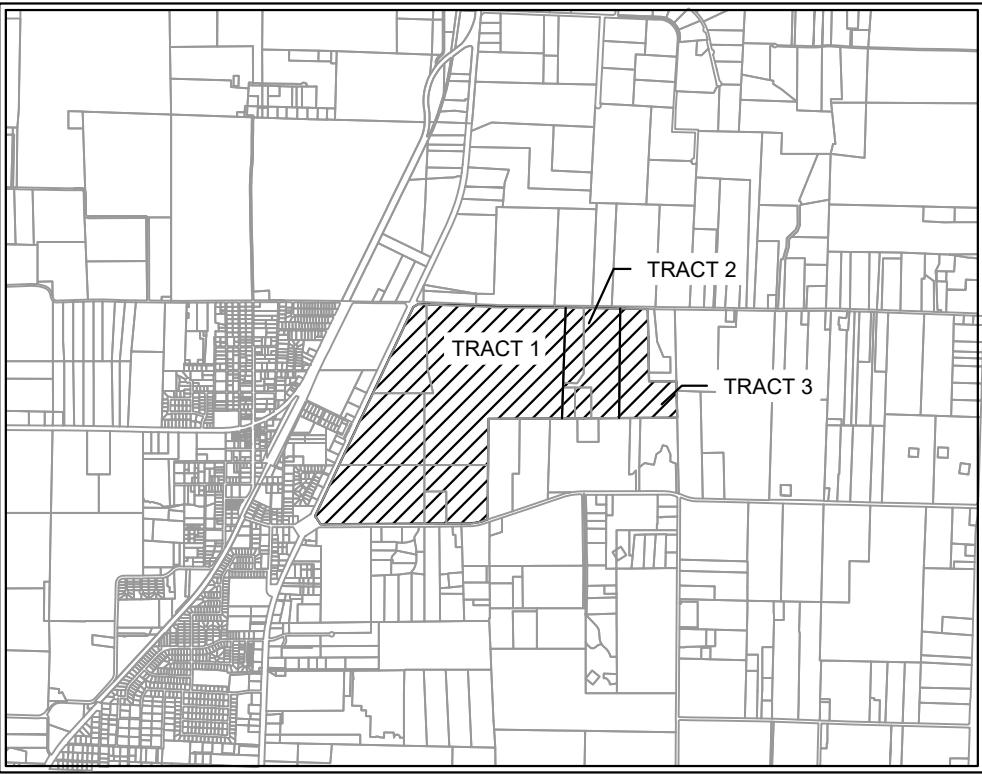
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Sylviana Gunawan, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2021.

NOTARY PUBLIC in and for the STATE OF TEXAS



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
HOA	HOMEOWNERS ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
R.O.W.	RIGHT-OF-WAY
	STREET NAME CHANGE
LINE TYPE LEGEND	
	MATCH LINE
	EASEMENT LINE
	PHASE LINE
	RIGHT-OF-WAY LINE
	100-YEAR FLOODPLAIN
	AUBREY CITY LIMITS

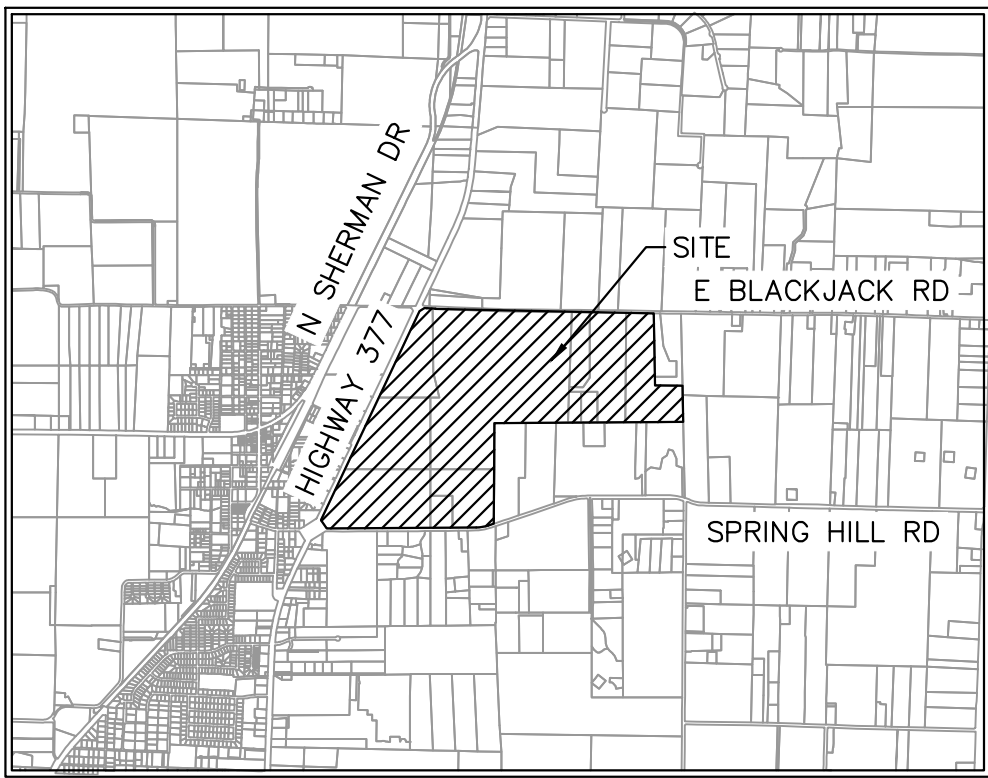
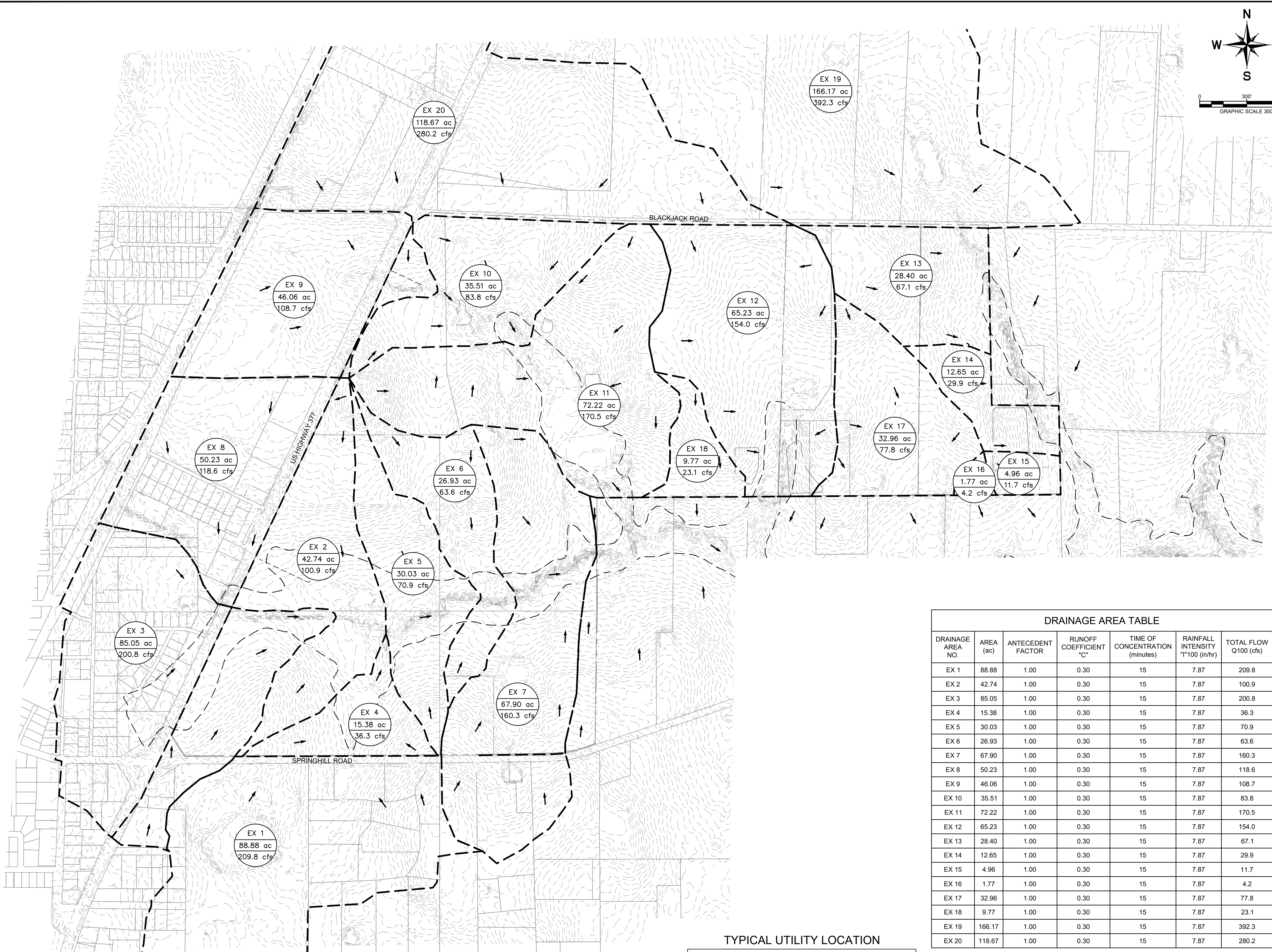
- NOTE:
- 1) ALL X LOTS ARE OWNED AND MAINTAINED BY THE HOA.
 - 2) ALL ISLANDS WITHIN THE ROW SHALL BE MAINTAINED BY THE HOA.
 - 3) PER APPROVED DEVELOPMENT AGREEMENT BLOCK LENGTH IS 1,250'.
 - 4) ALL FEMA FLOOD ZONES INDICATE A FLOODPLAIN & DRAINAGE EASEMENT.
 - 5) EXISTING FEMA FLOOD ZONES ARE LOCATED WITHIN FEMA FIRM PANEL NO. 48121C0265G.
 - 6) PROPOSED FLOODPLAIN STUDY AND CLOMR WILL SHOW LIMITS OF POST-DEVELOPMENT FLOODPLAIN.
 - 7) ALL OPEN SPACES WILL BE FLOODPLAIN & DRAINAGE EASEMENTS.
 - 8) LOT 70X, BLOCK N, LOT 72X, BLOCK S, LOT 40X, BLOCK AK AND LOT 29X, BLOCK AI ARE HOA LOTS THAT RESERVE FUTURE ROW FOR THE OUTER LOOP BASED ON PRELIMINARY ALIGNMENT STUDIES. ROW ACQUISITIONS WILL OCCUR ONCE ALIGNMENT & SCHEMATICS HAVE BEEN FINALIZED.

CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY PLAT FOR HIGH POINTE RANCH 1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT BEING 460.75 ACRES OUT OF THE FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243 AND THE IN THE CITY OF AUBREY, DENTON COUNTY, TEXAS						
SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75034 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461		OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose		OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss		ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	
						P-11

PLATTED BY: FRANCIS, REBEKAH, 2020/02/24 4:46 PM
DRAWN BY: KPH, CIVIL/ENGINEERING/SINGLE FAMILY PURSUITS, 2020/02/03 09:00 AM
LAST SAVED: 2/20/2022 4:52 PM

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND

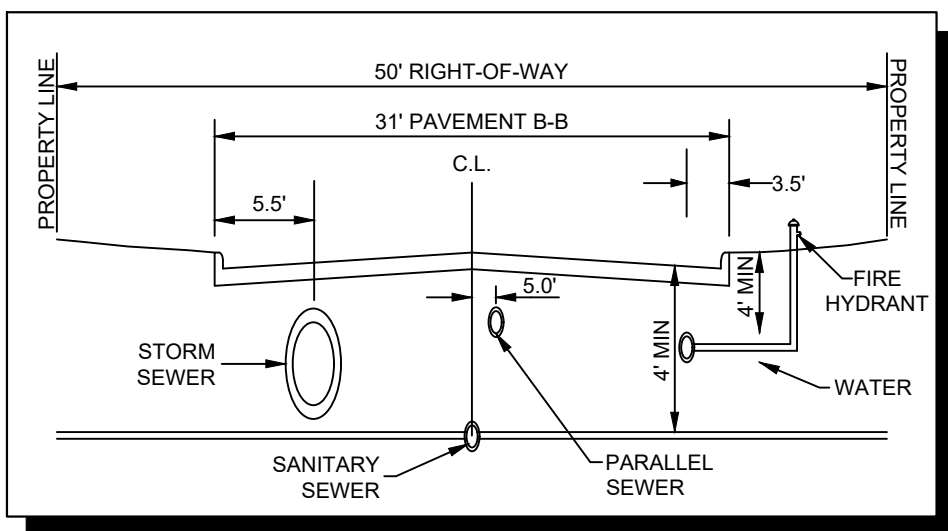
	AREA DESIGNATOR
	AREA IN ACRES
	Q100 FLOW IN CFS
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR

DRAINAGE DESIGN CRITERIA

Q100 = C*I^A
Q = FLOW IN CUBIC FEET PER SECOND (CFS)
C = RUNOFF COEFFICIENT = 0.65 (RESIDENTIAL) 0.30 (OPEN SPACE)
I = INTENSITY (TIME OF CONCENTRATION = TC)
TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/HR
A = DRAINAGE AREA IN ACRES

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
EX 1	88.88	1.00	0.30	15	7.87	209.8
EX 2	42.74	1.00	0.30	15	7.87	100.9
EX 3	85.05	1.00	0.30	15	7.87	200.8
EX 4	15.38	1.00	0.30	15	7.87	36.3
EX 5	30.03	1.00	0.30	15	7.87	70.9
EX 6	26.93	1.00	0.30	15	7.87	63.6
EX 7	67.90	1.00	0.30	15	7.87	160.3
EX 8	50.23	1.00	0.30	15	7.87	118.6
EX 9	46.06	1.00	0.30	15	7.87	108.7
EX 10	35.51	1.00	0.30	15	7.87	83.8
EX 11	72.22	1.00	0.30	15	7.87	170.5
EX 12	65.23	1.00	0.30	15	7.87	154.0
EX 13	28.40	1.00	0.30	15	7.87	67.1
EX 14	12.65	1.00	0.30	15	7.87	29.9
EX 15	4.96	1.00	0.30	15	7.87	11.7
EX 16	1.77	1.00	0.30	15	7.87	4.2
EX 17	32.96	1.00	0.30	15	7.87	77.8
EX 18	9.77	1.00	0.30	15	7.87	23.1
EX 19	166.17	1.00	0.30	15	7.87	392.3
EX 20	118.67	1.00	0.30	15	7.87	280.2

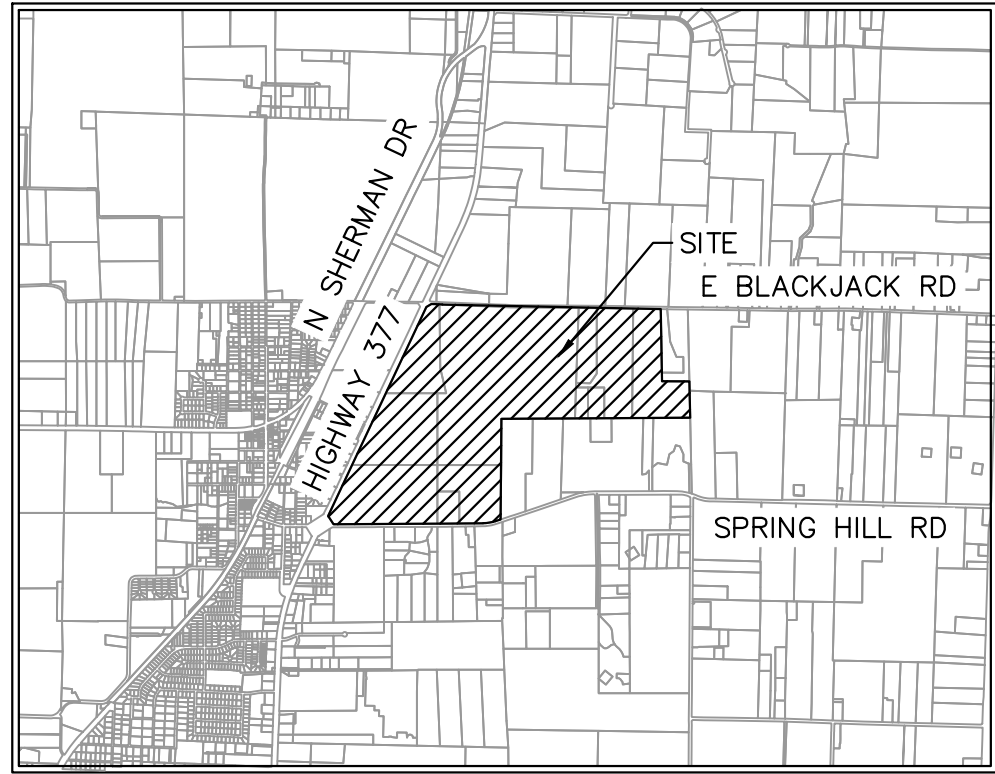
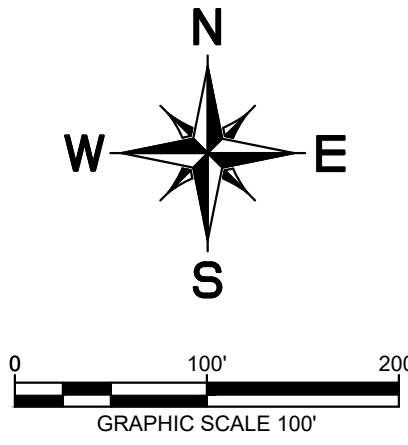
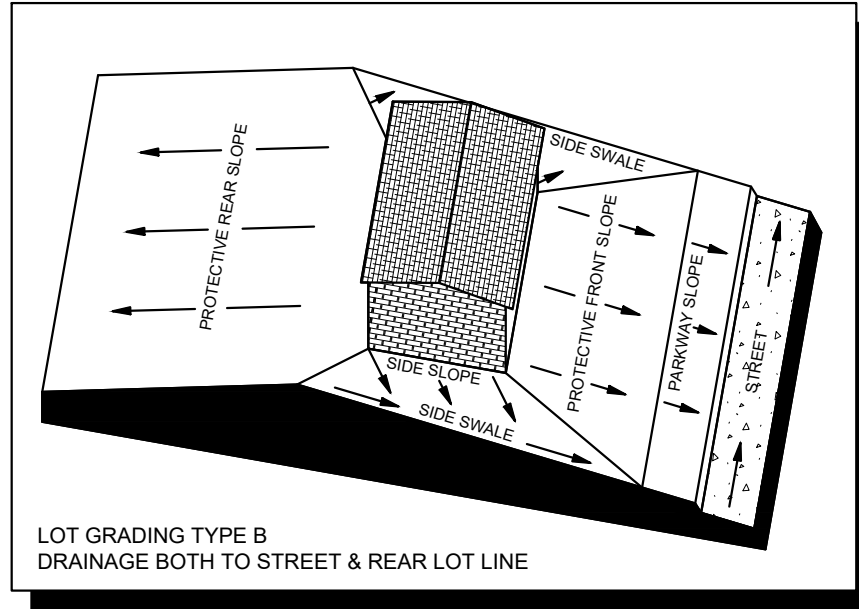
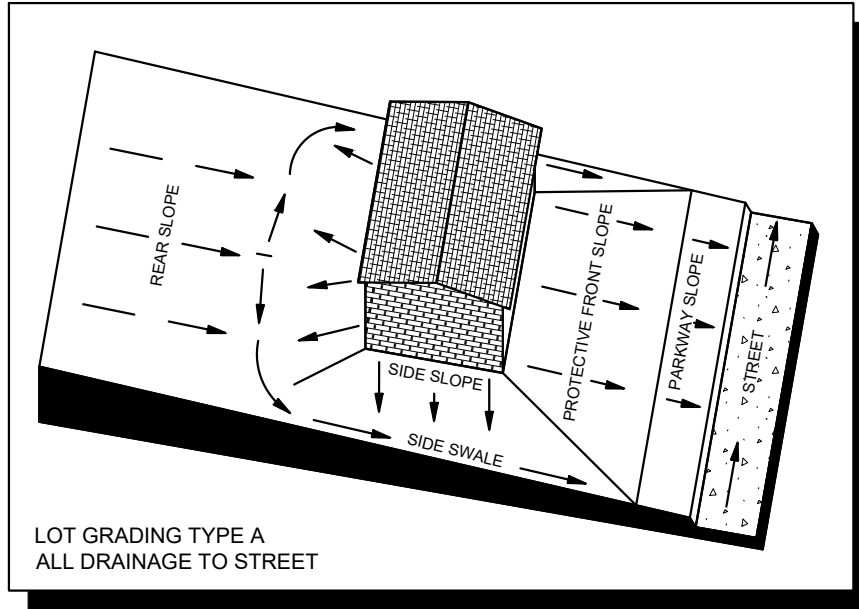
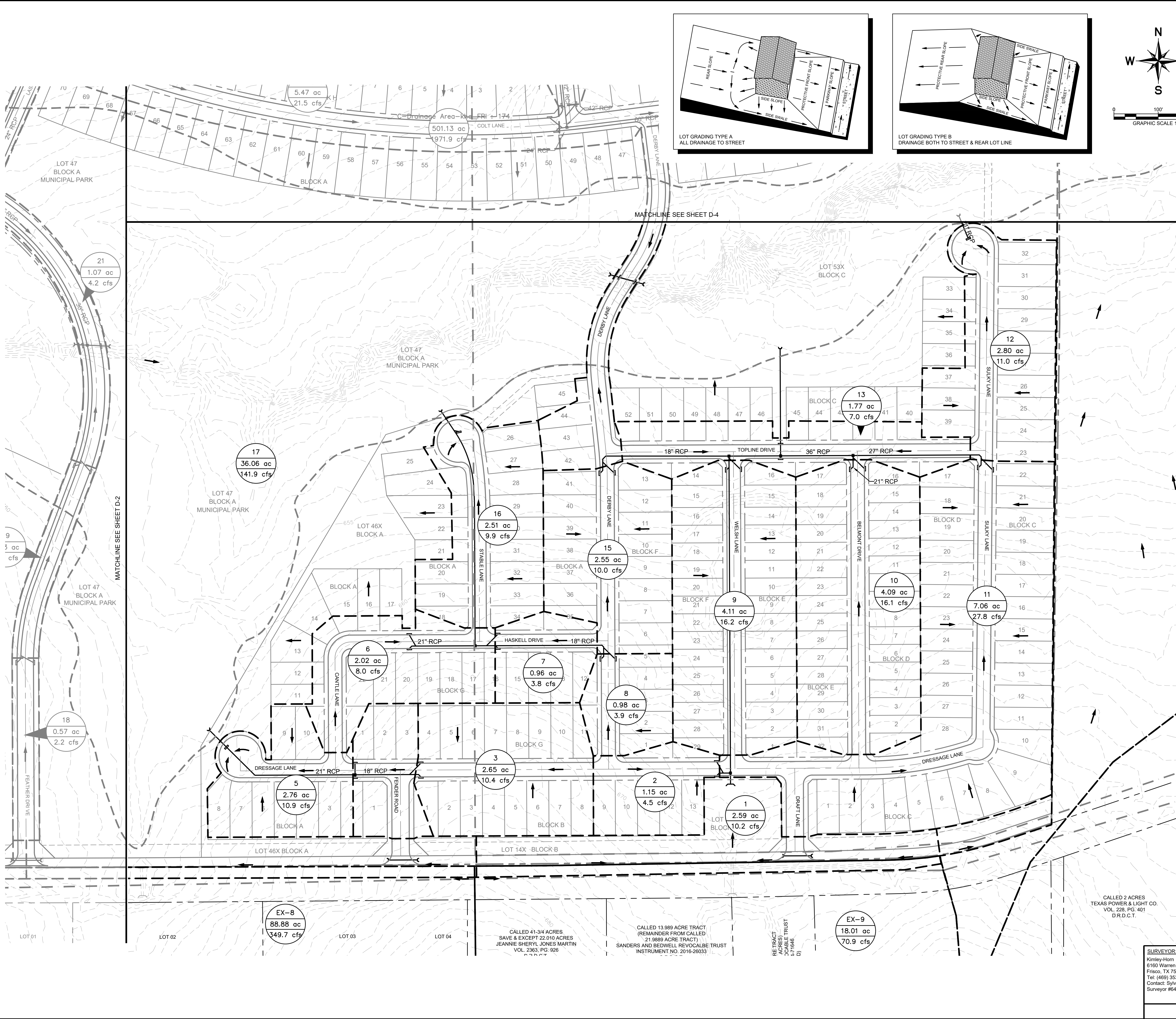
TYPICAL UTILITY LOCATION



NOTE: EXISTING TOPOGRAPHIC INFORMATION IS FROM CURRENT TNRIS LIDAR.

DOCUMENT IS INTENDED FOR REVIEW PURPOSES ONLY. NOT FOR CONSTRUCTION OR PERMIT PURPOSES.

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461		OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose		OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss		ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928	
DESIGNED DKT	DRAWN KPH	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KN PROJECT NO. 2020103	EX-1	



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND

X-1 9.9 ac 5.5 cfs	AREA DESIGNATOR
A-1	AREA IN ACRES
Q100 FLOW IN CFS	
INLET NUMBER	
PROPERTY LINE	
PROPOSED STORM DRAIN LINE	
EXISTING STORM DRAIN LINE	
PROPOSED DRAINAGE DIVIDE	
PROPOSED PHASE LINE	
PROPOSED STORM DRAIN INLET	
PROPOSED STORM DRAIN MANHOLE	
PROPOSED STORM DRAIN HEADWALL	
PROPOSED FLOW DIRECTION	
PROPOSED CONTOUR	
EXISTING CONTOUR	

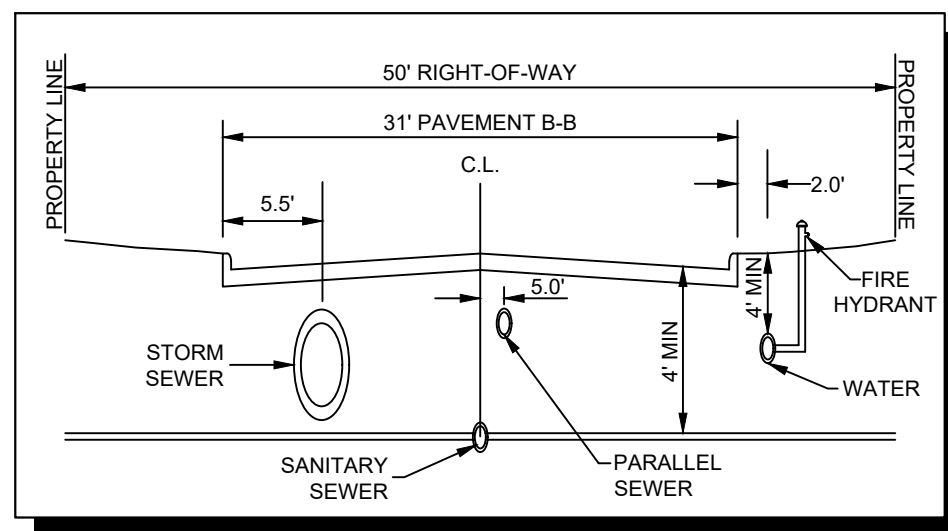
DRAINAGE DESIGN CRITERIA

$Q_{100} = C \cdot I \cdot A$
 Q = FLOW IN CUBIC FEET PER SECOND (CFS)
 C = RUNOFF COEFFICIENT = 0.50 (RESIDENTIAL)
 I = INTENSITY (TIME OF CONCENTRATION = TC)
 TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/HR
 A = DRAINAGE AREA IN ACRES

DRAINAGE GENERAL NOTES

- LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS, BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
- ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
- STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

TYPICAL UTILITY LOCATION

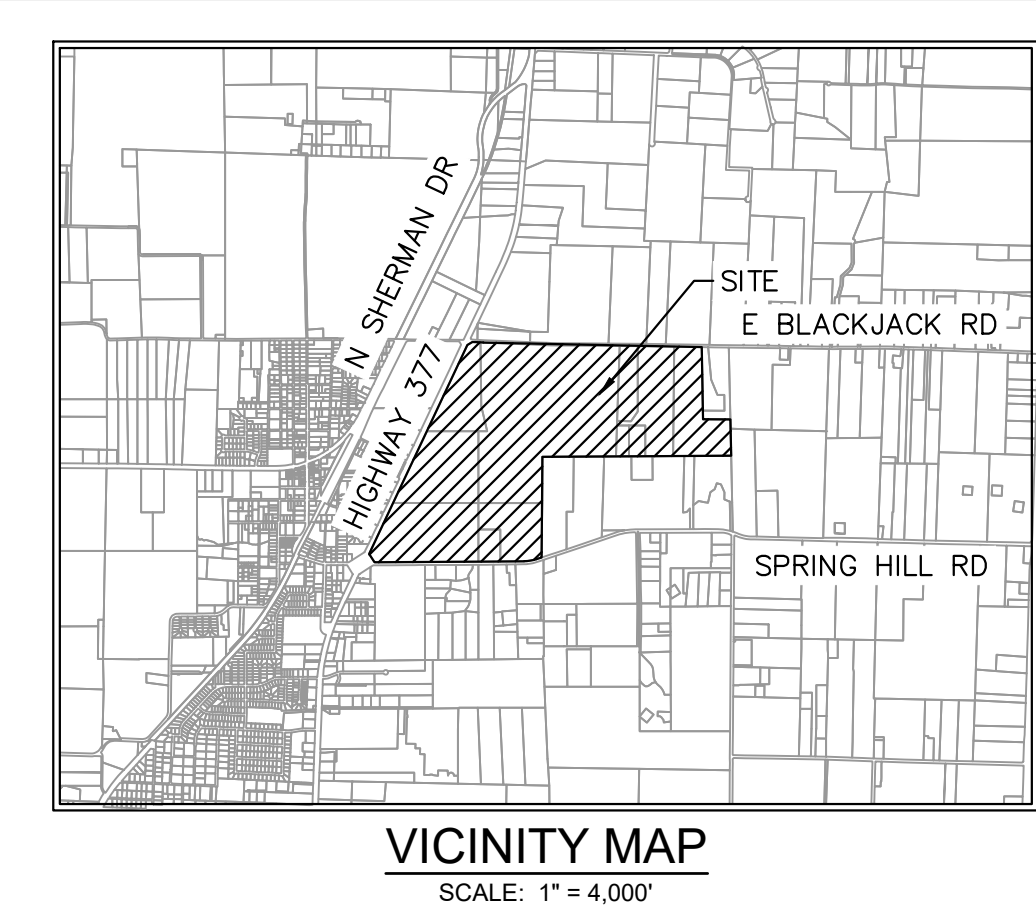
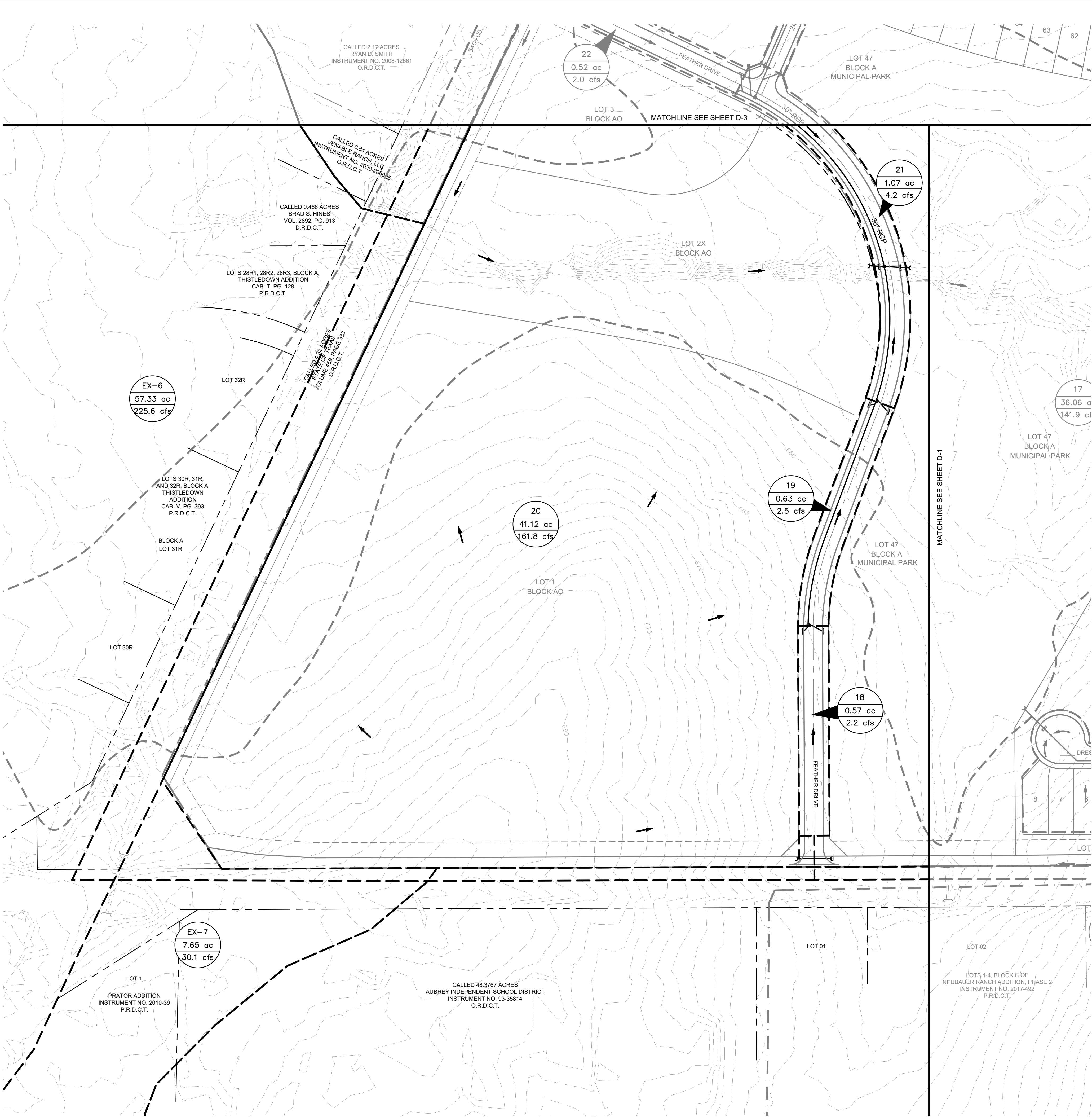


CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY DRAINAGE PLAN
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES / 1 AMENITY CENTER LOT
 BEING 460.75 ACRES
 OUT OF THE
 FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
 AND THE
 IN THE
 CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Parkway Frisco, TX 75035 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjak Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Registration F-928			
DESIGNED DKT	DRAWN XXX	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	D-1



LEGEND

	AREA DESIGNATOR AREA IN ACRES Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR

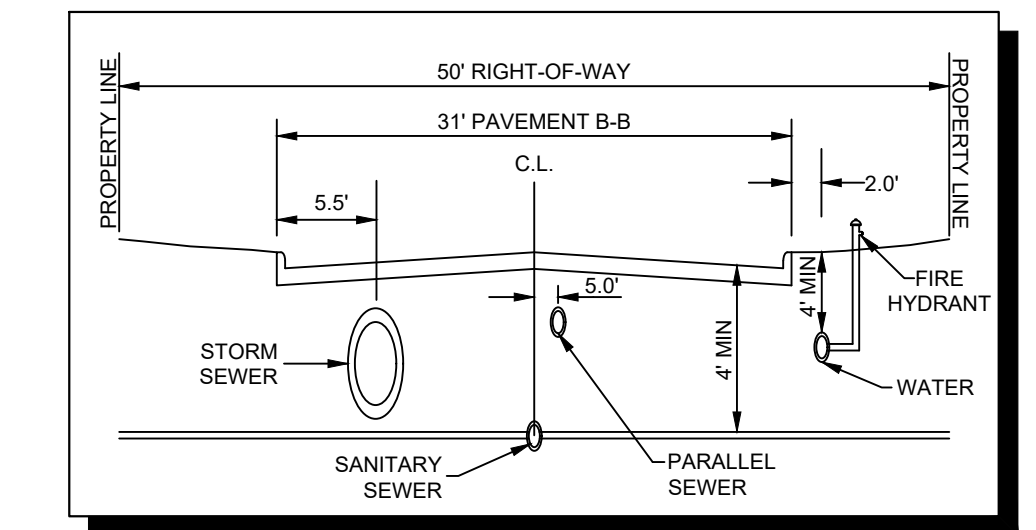
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 TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/HR
 A = DRAINAGE AREA IN ACRES

DRAINAGE GENERAL NOTES

- LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS, BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
- ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
- STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

TYPICAL UTILITY LOCATION

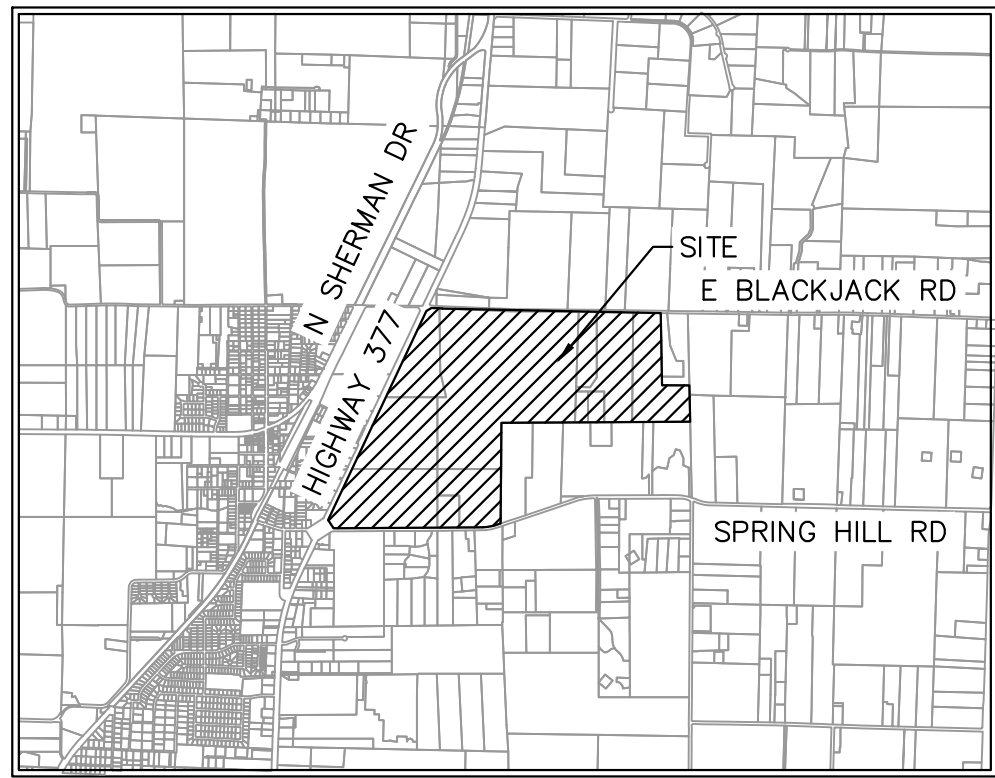


CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY DRAINAGE PLAN
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
 BEING 460.75 ACRES
 OUT OF THE
 FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
 AND THE
 IN THE
 CITY OF AUBREY, DENTON COUNTY, TEXAS

<u>SURVEYOR:</u> Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461	<u>OWNER/DEVELOPER:</u> Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	<u>OWNER/DEVELOPER:</u> FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	<u>ENGINEER:</u> Kimley-Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN XXX	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	D



VICINITY MAP
SCALE: 1" = 4,000'

X-1
 9.9 ac
 5.5 cfs
 A-1
 Q100
 A-1
 555
 550

AREA DESIGNATOR
 AREA IN ACRES
 Q100 FLOW IN CFS
 INLET NUMBER
 PROPERTY LINE
 PROPOSED STORM DRAIN LINE
 EXISTING STORM DRAIN LINE
 PROPOSED DRAINAGE DIVIDE
 PROPOSED PHASE LINE
 PROPOSED STORM DRAIN INLET
 PROPOSED STORM DRAIN MANHOLE
 PROPOSED STORM DRAIN HEADWALL
 PROPOSED FLOW DIRECTION
 PROPOSED CONTOUR
 EXISTING CONTOUR

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3. STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

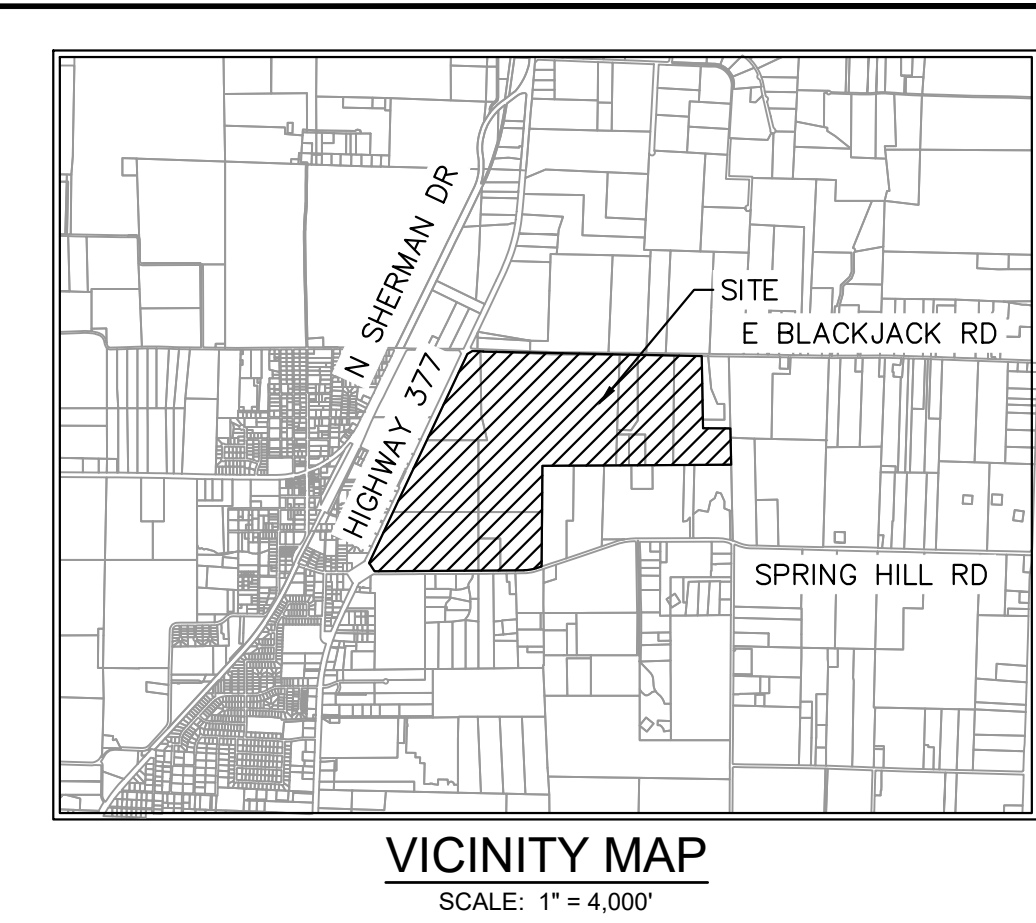
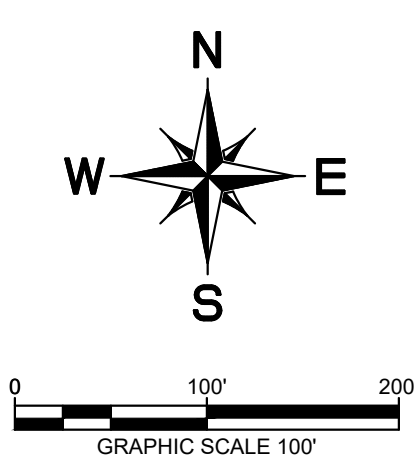
The diagram illustrates a street cross-section with the following dimensions and components:

- 50' RIGHT-OF-WAY**: The total width of the street.
- 31' PAVEMENT B-B**: The width of the pavement base.
- 5.5'**: The distance from the left property line to the centerline (C.L.).
- C.L.**: Centerline of the street.
- 5.0'**: The distance from the centerline to the storm sewer.
- 4" MIN**: The minimum depth of the storm sewer.
- 4" MIN**: The minimum depth of the sanitary sewer.
- 2.0'**: The distance from the right property line to the fire hydrant.
- PROPERTY LINE**: The boundary between the street and the adjacent property.
- STORM SEWER**: A circular pipe for stormwater collection.
- SANITARY SEWER**: A circular pipe for wastewater collection.
- PARALLEL SEWER**: A circular pipe running parallel to the sanitary sewer.
- FIRE HYDRANT**: A vertical pipe with a valve for fire water supply.
- WATER**: The ground surface level.

ENGINEER:
Kimley»»Horr
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Thomas Fletcher, P.E.
Registration F-928

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	D-3
DKT	XXX	TLF	AS SHOWN	SEPT. 2021	2020103	

PROJECT: PRELIMINARY DRAINAGE PLAN FOR HIGH POINTE RANCH, SUBDIVISION NO. 174, CITY OF AUBREY, DENTON COUNTY, TEXAS
DRAWN BY: KIMLEY-HORN & ASSOCIATES, INC. (KHA) DATE: 09/20/2021
LAST REVISED: 09/20/2021
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LEGEND

	AREA DESIGNATOR
	AREA IN ACRES
	Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
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	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR

DRAINAGE DESIGN CRITERIA

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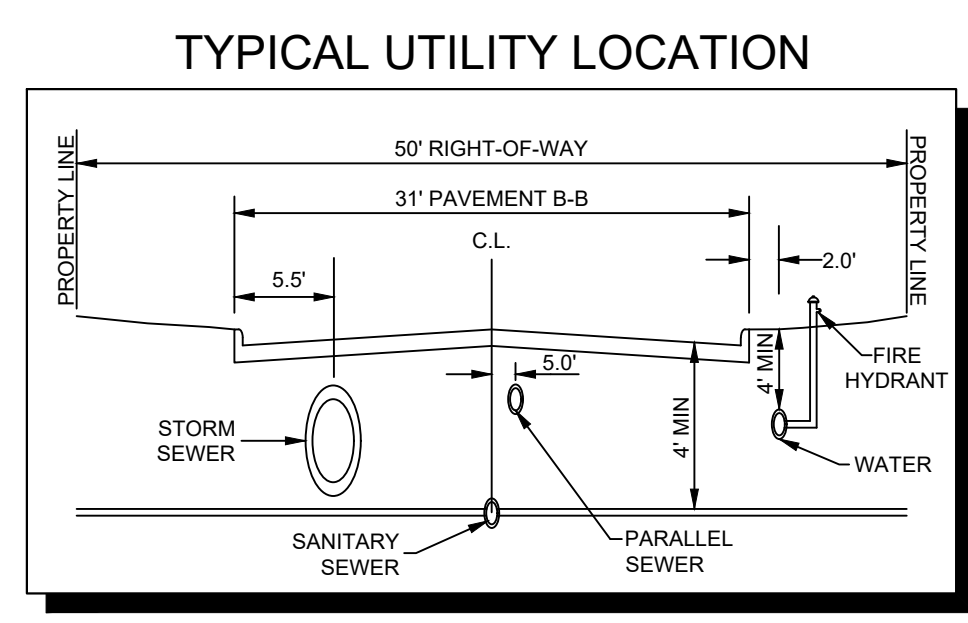
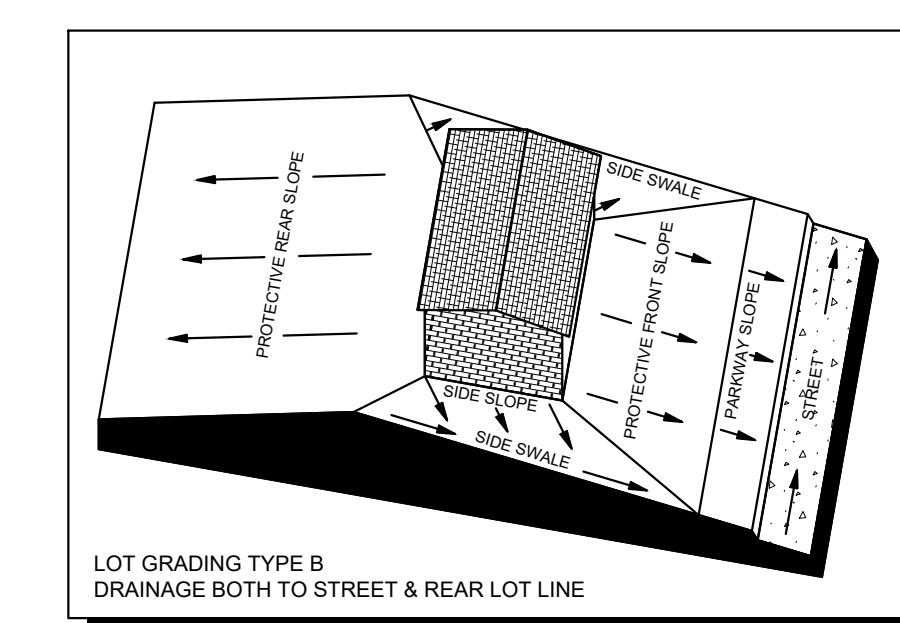
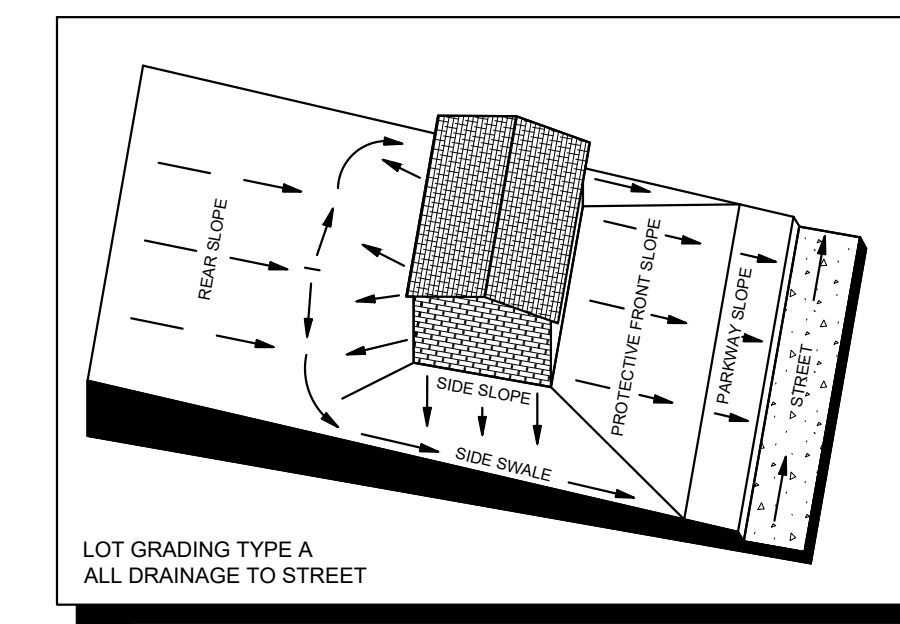
I = INTENSITY (TIME OF CONCENTRATION = TC)

TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/HR

A = DRAINAGE AREA IN ACRES

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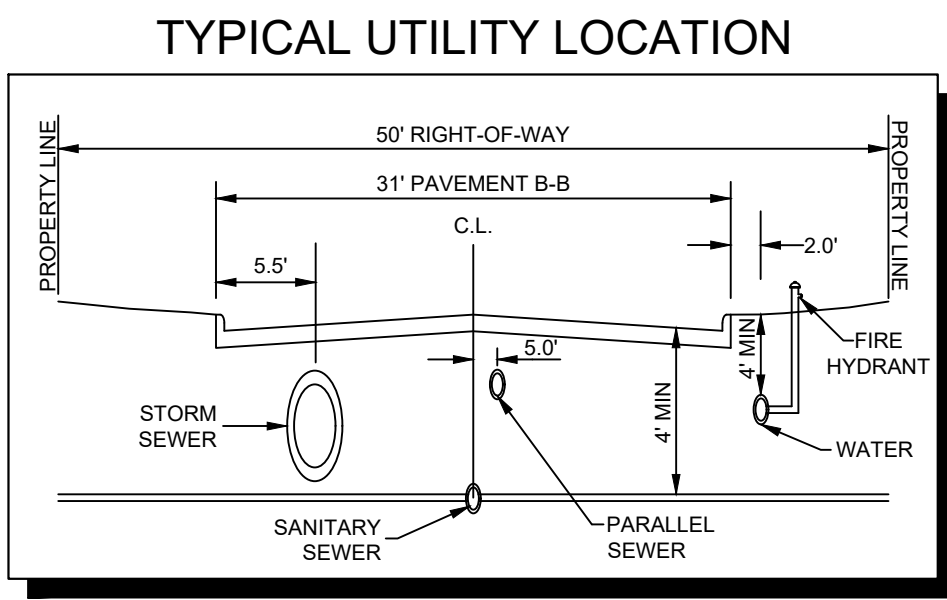
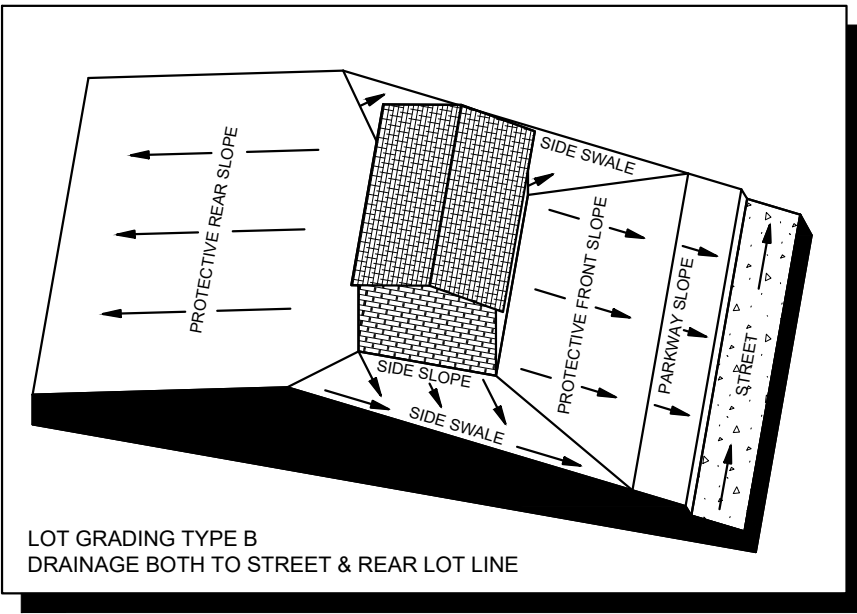
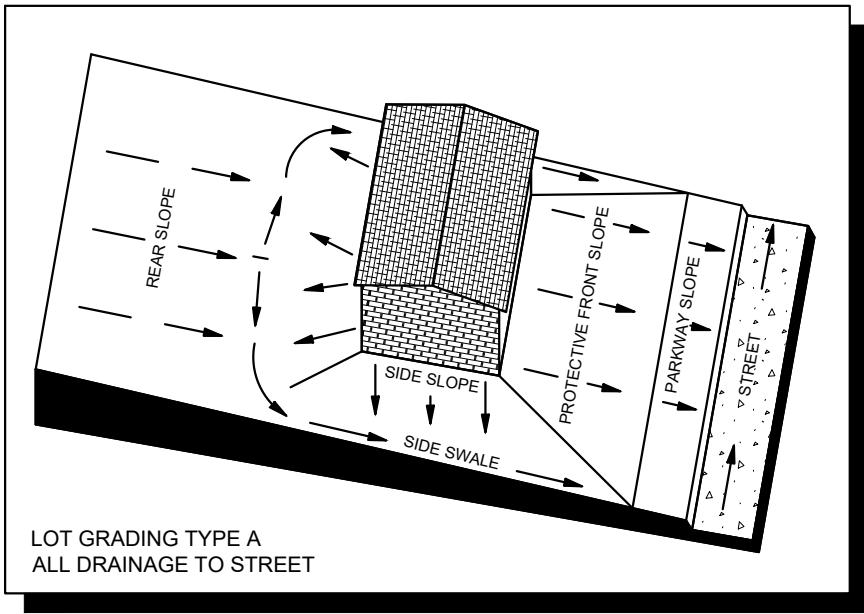
CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY DRAINAGE PLAN
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 480.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75025 Tel: (469) 353-6058 Contact: Sylvia Gowan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd., Suite 202 Argyle, TX 75226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley-Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Registration F-928
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	D-4
DKT	XXX	TLF	AS SHOWN	SEPT. 2021	2020103	

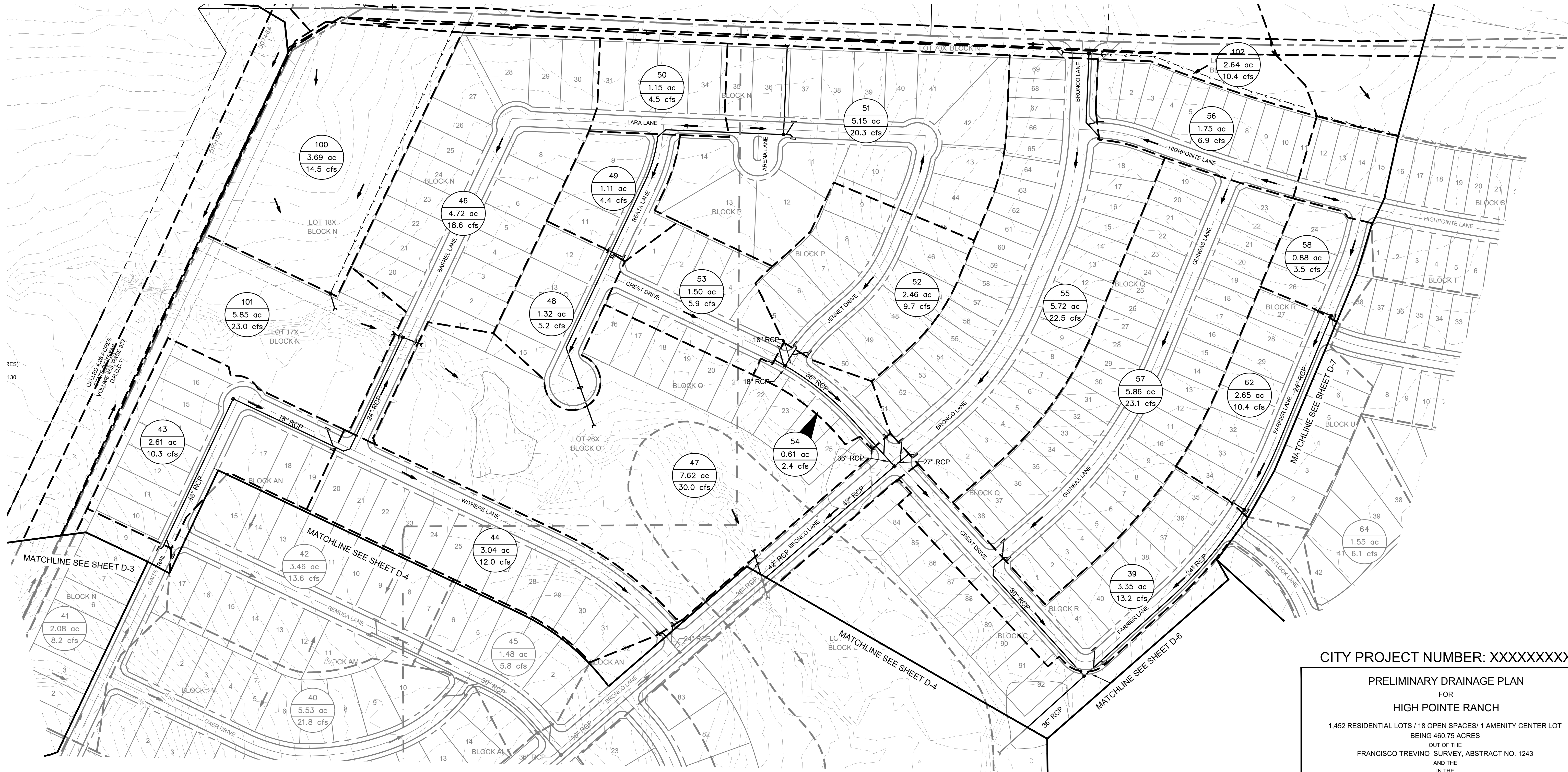
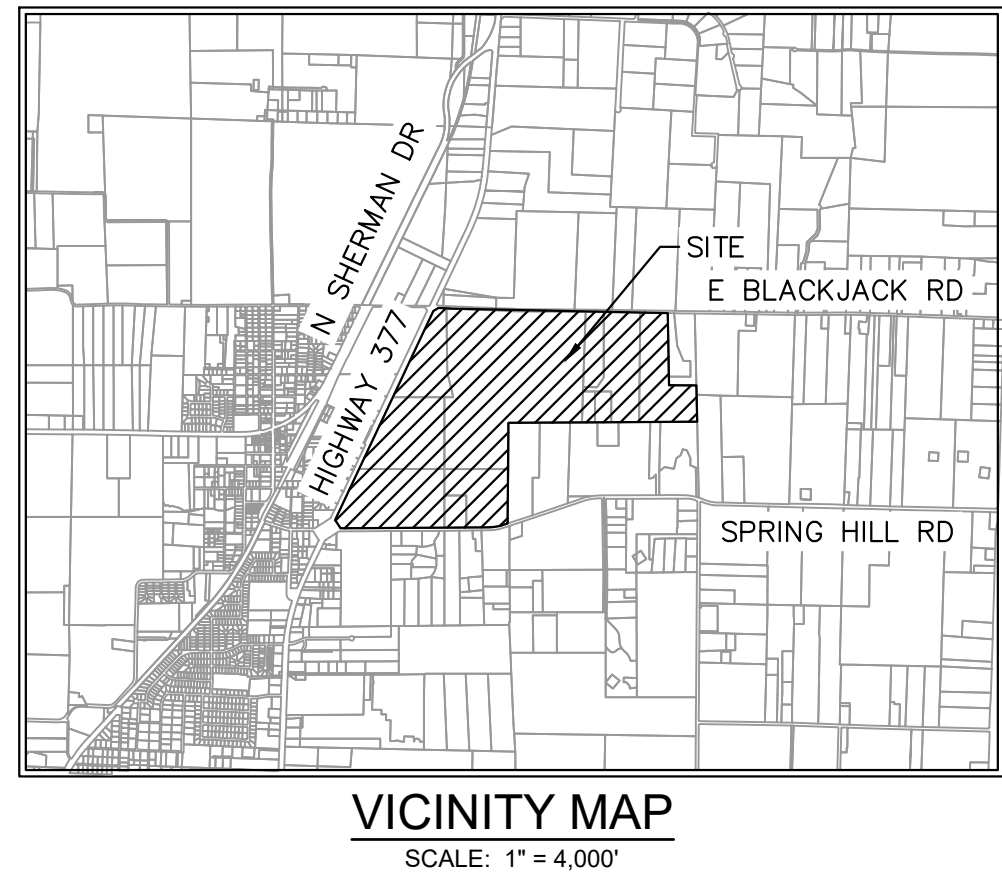
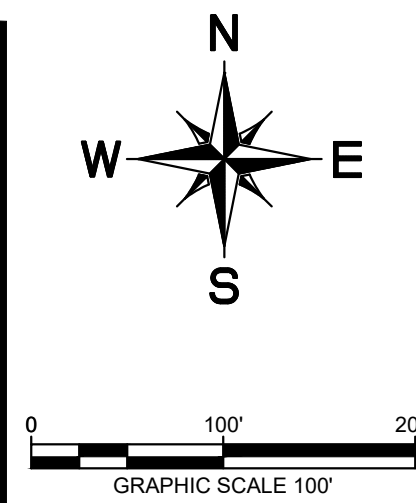


- ### DRAINAGE GENERAL NOTES
- LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAN AND CONSTRUCTION PLANS, BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
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 - STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

- ### DRAINAGE DESIGN CRITERIA
- $Q_{100} = C \cdot I \cdot A$
 Q = FLOW IN CUBIC FEET PER SECOND (CFS)
 C = RUNOFF COEFFICIENT = 0.50 (RESIDENTIAL)
 I = INTENSITY (TIME OF CONCENTRATION = TC)
TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/H
 A = DRAINAGE AREA IN ACRES

LEGEND

	AREA DESIGNATOR
	AREA IN ACRES
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR

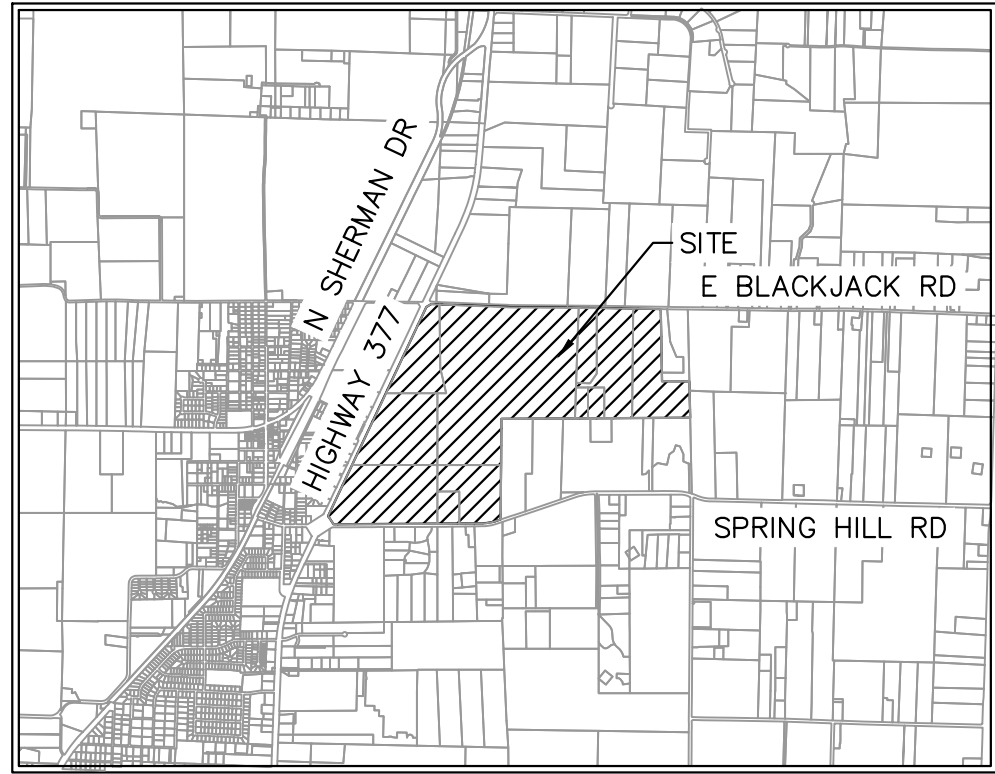
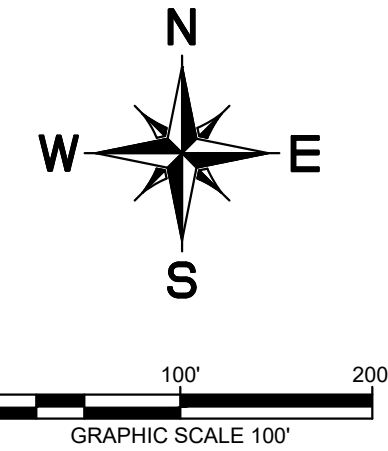
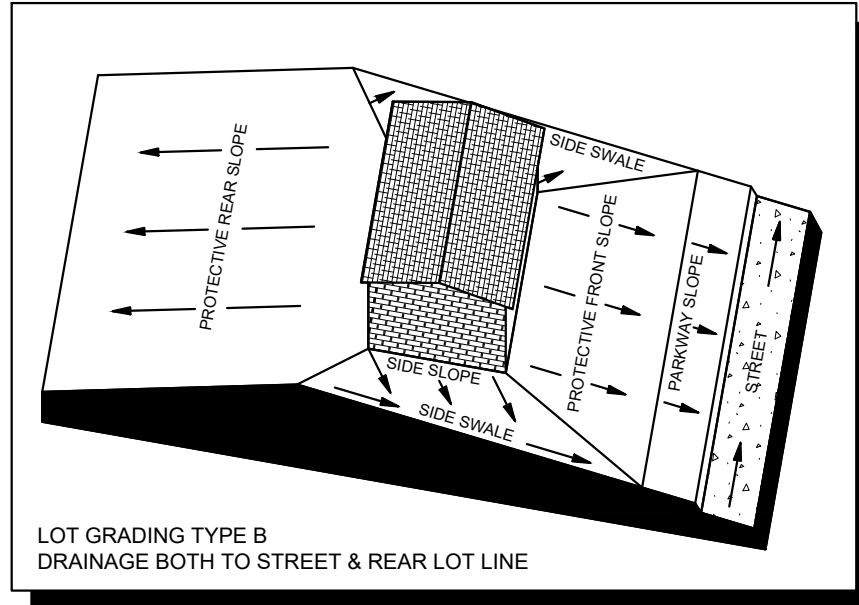
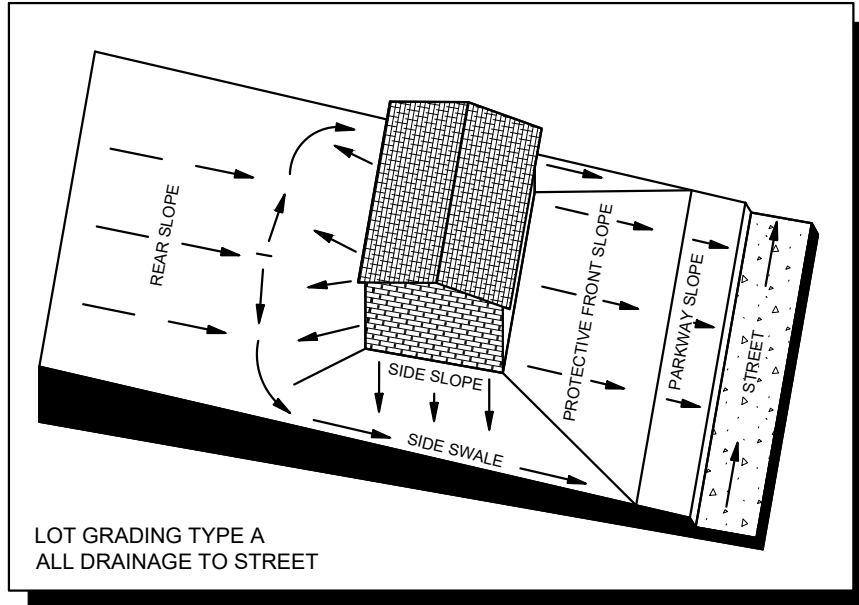
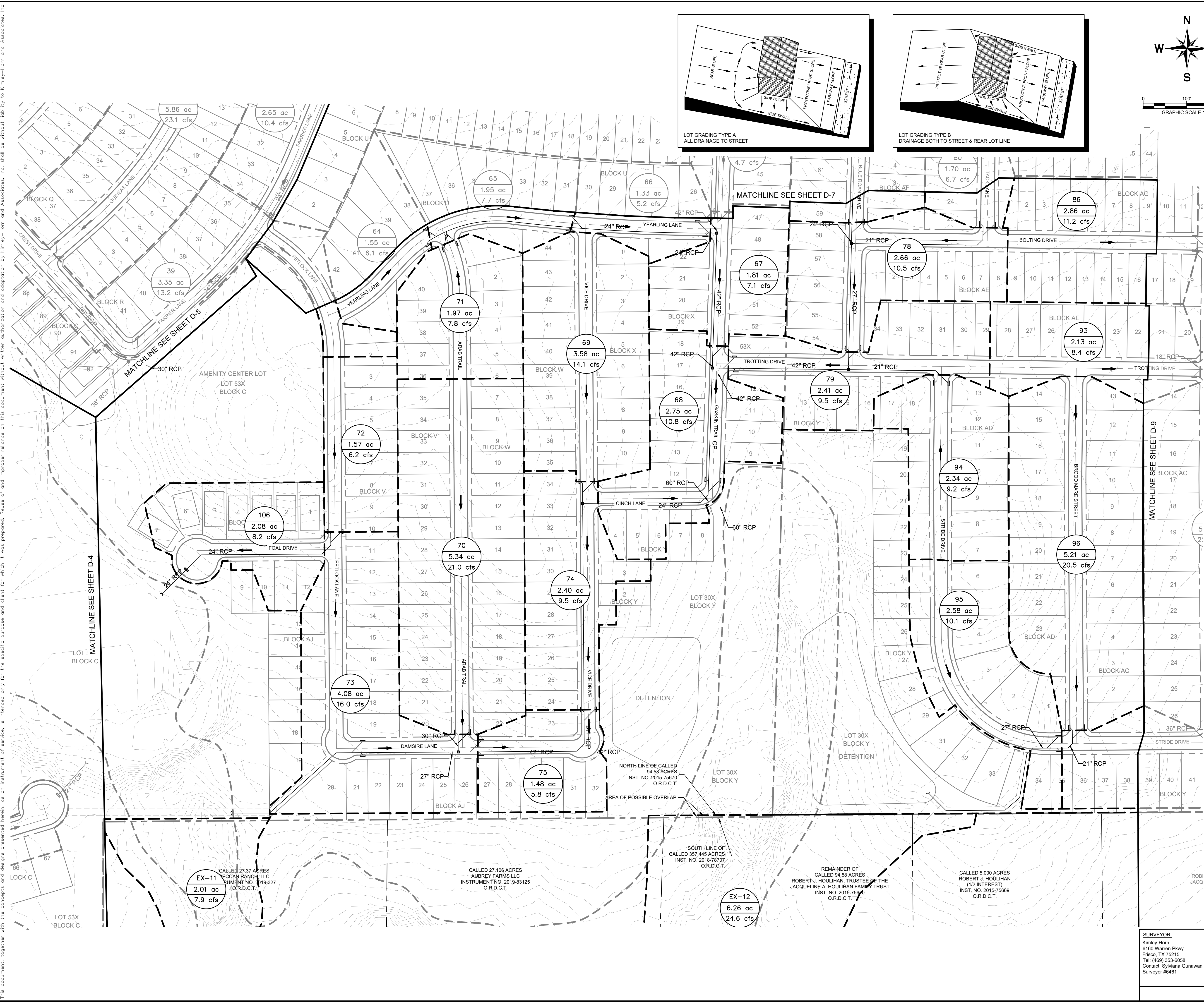


CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY DRAINAGE PLAN
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED: DKT	DRAWN: XXX	CHECKED: TLF	SCALE: AS SHOWN	DATE: SEPT. 2021	KH PROJECT NO.: 2020103	D-5



LEGEND

	AREA DESIGNATOR
	AREA IN ACRES
	Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR

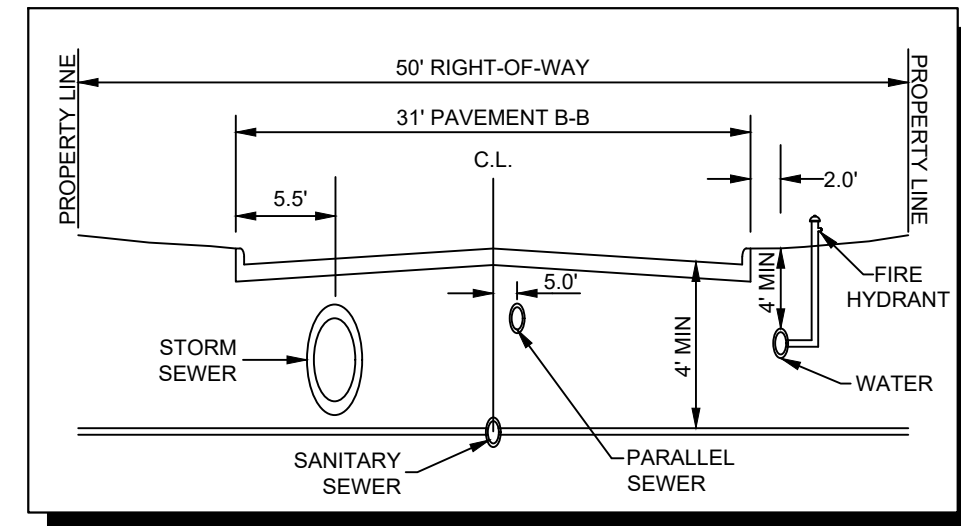
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 I = INTENSITY (TIME OF CONCENTRATION = TC)
 TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/HR
 A = DRAINAGE AREA IN ACRES

DRAINAGE GENERAL NOTES

- LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAN AND CONSTRUCTION PLANS, BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
- ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
- STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

TYPICAL UTILITY LOCATION

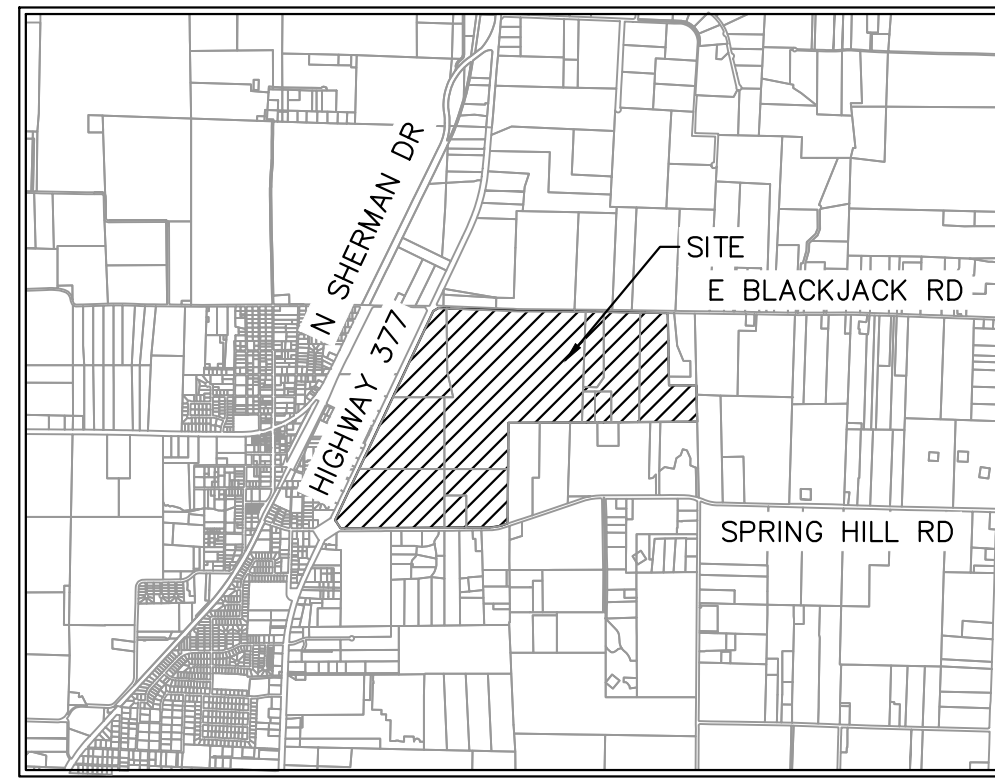
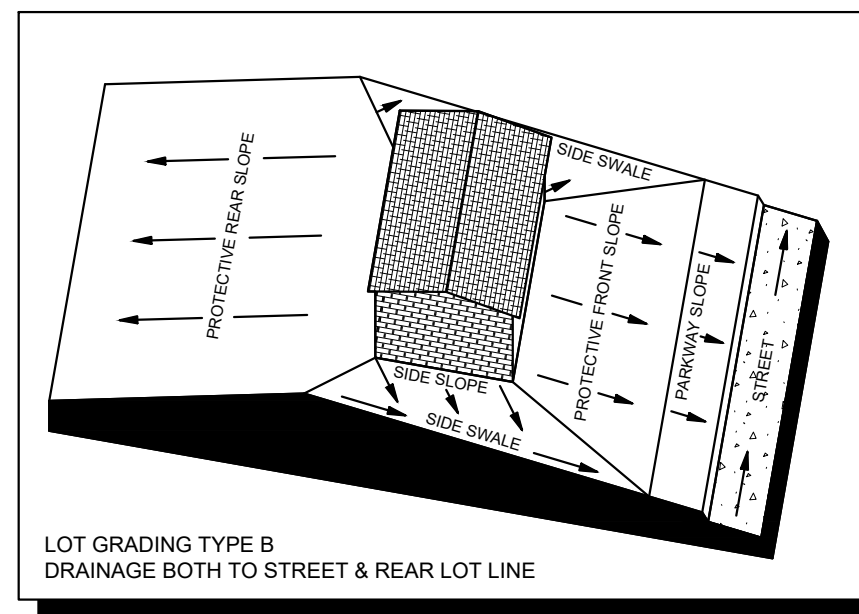


CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY DRAINAGE PLAN
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
 BEING 460.75 ACRES
 OUT OF THE
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 AND THE
 IN THE
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SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75034 Tel: (469) 333-6058 Contact: Sylviaa Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75206 Tel: (214) 674-9750 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 136 Old Town Blvd. N., Suite 202 Frisco, TX 75034 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley-Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-5808 Contact: Thomas Fletcher, P.E. Registration F-928													
<table><tr><td>DESIGNED</td><td>DRAWN</td><td>CHECKED</td><td>SCALE</td><td>DATE</td><td>KH PROJECT NO.</td></tr><tr><td>DKT</td><td>DKT</td><td>TLF</td><td>AS SHOWN</td><td>SEPT. 2021</td><td>2020103</td></tr></table>	DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103				D-6
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.											
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103											



VICINITY MAP
SCALE: 1" = 4,000'

	AREA DESIGNATOR AREA IN ACRES Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR

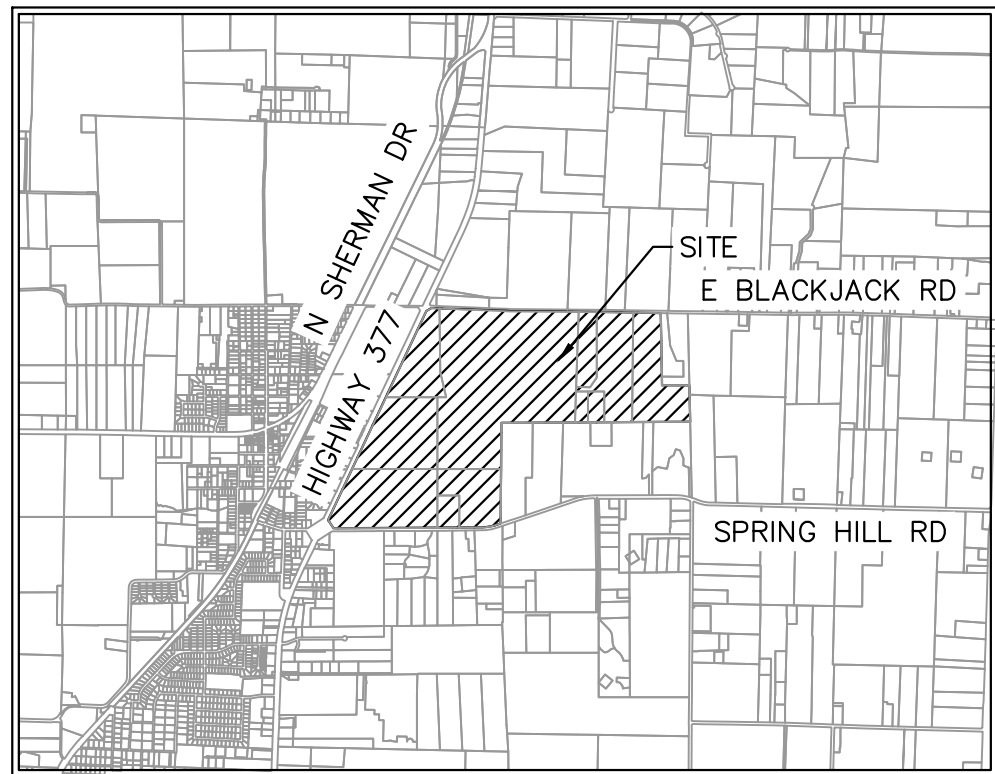
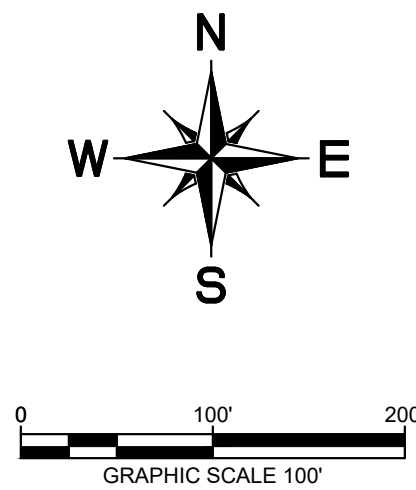
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1. LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS, BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
2. ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
3. STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

The diagram illustrates a street layout with the following dimensions and features:

- 50' RIGHT-OF-WAY**: The total width of the street.
- 31' PAVEMENT B-B**: The width of the paved area.
- 5.5'**: The distance from the left property line to the centerline (C.L.).
- 5.0'**: The distance from the centerline (C.L.) to the storm sewer.
- 4 MIN**: The minimum distance from the centerline (C.L.) to the parallel sewer.
- 2.0'**: The distance from the right property line to the fire hydrant.
- 4' MIN**: The minimum distance from the parallel sewer to the fire hydrant.
- PROPERTY LINE**: The boundaries of the street right-of-way.
- STORM SEWER**: A circular sewer line located 5.0' from the C.L.
- SANITARY SEWER**: A circular sewer line located 5.0' from the C.L.
- PARALLEL SEWER**: A circular sewer line located 4' minimum from the C.L.
- FIRE HYDRANT**: A hydrant located 2.0' from the right property line and 4' minimum from the parallel sewer.
- WATER**: A line indicating the water main.

SURVEYOR: Kimley-Horn 6160 Warren Parkway Dallas, TX 75224 Tel: (469) 353-6058 Contact: Sylviaa Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackack Partners, LLC 5144 Cole Ave., Suite 570 Dallas, TX 75205 Tel: (214) 674-9615 Contact: Chad Voss	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N. Suite 203 Dallas, TX 75226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER:  Kimley-Horn 6160 Warren Parkway, Suite 210 Dallas, TX 75224 Tel: (972) 353-6880 Contact: Thomas Fletcher, P.E. Registration # 52928																														
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DESIGNED		DRAWN		CHECKED	SCALE		DATE	KH PROJECT NO.																									
DKT	DKT	TLF	TLF	TLF	AS SHOWN	DATE	SEPTEMBER 2021	2020103																									



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND

	AREA DESIGNATOR AREA IN ACRES Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
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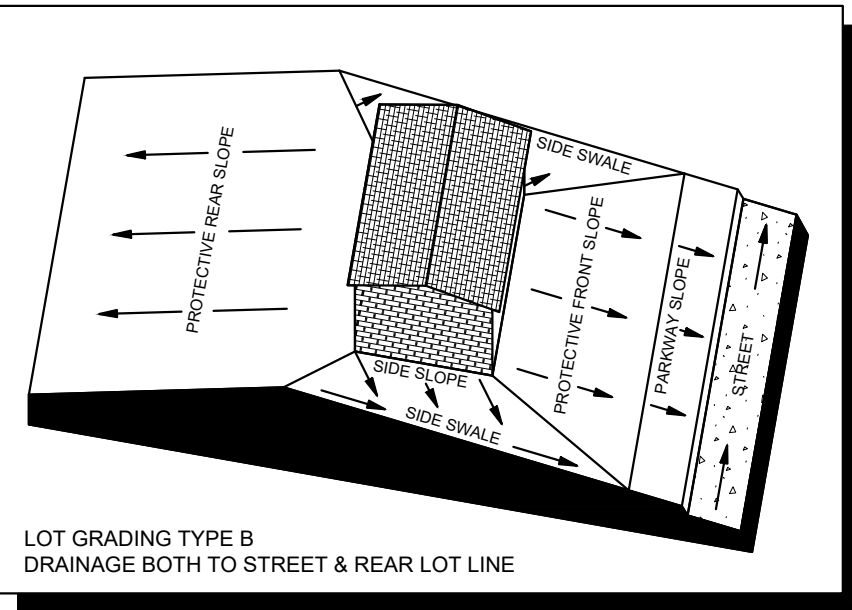
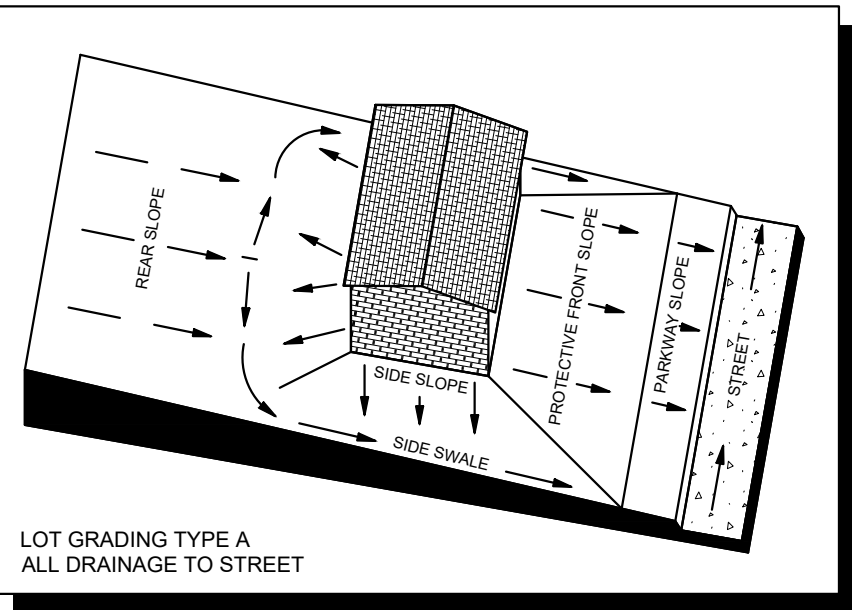
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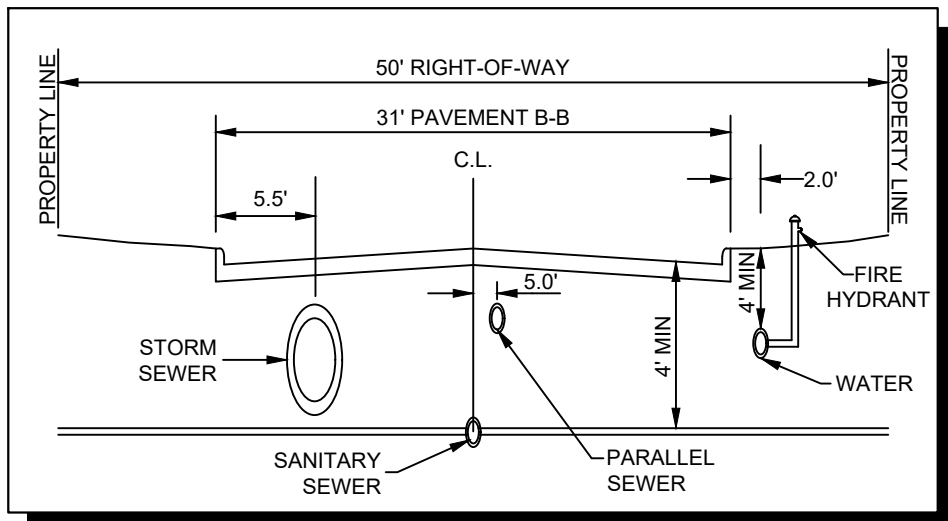
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TYPICAL UTILITY LOCATION



CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY DRAINAGE PLAN

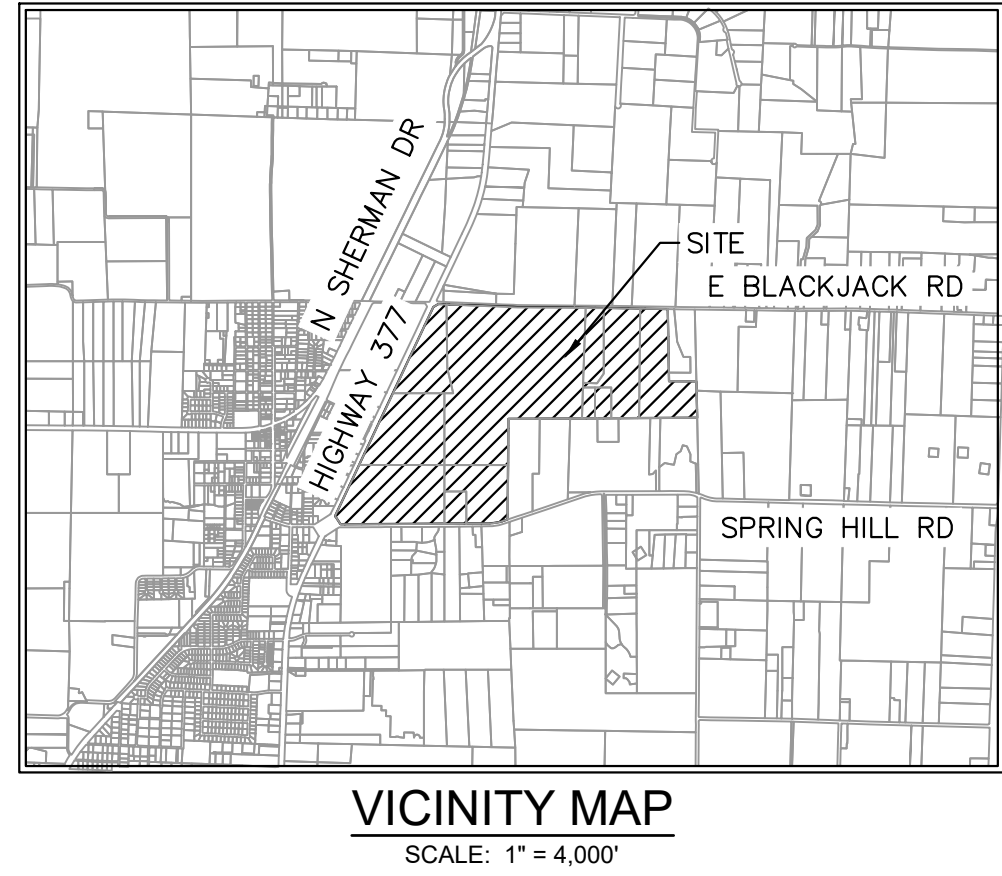
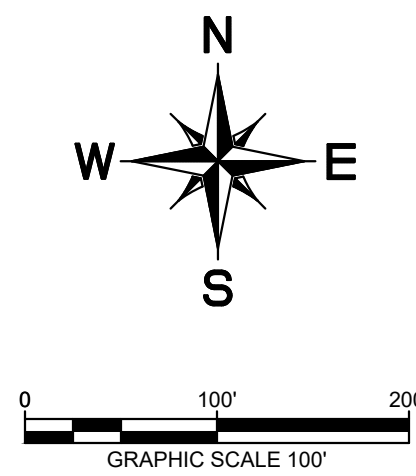
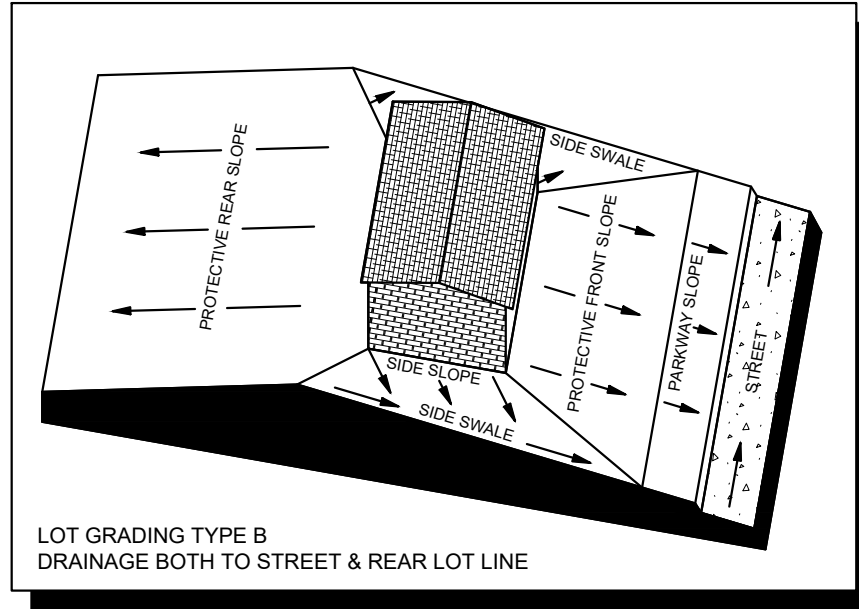
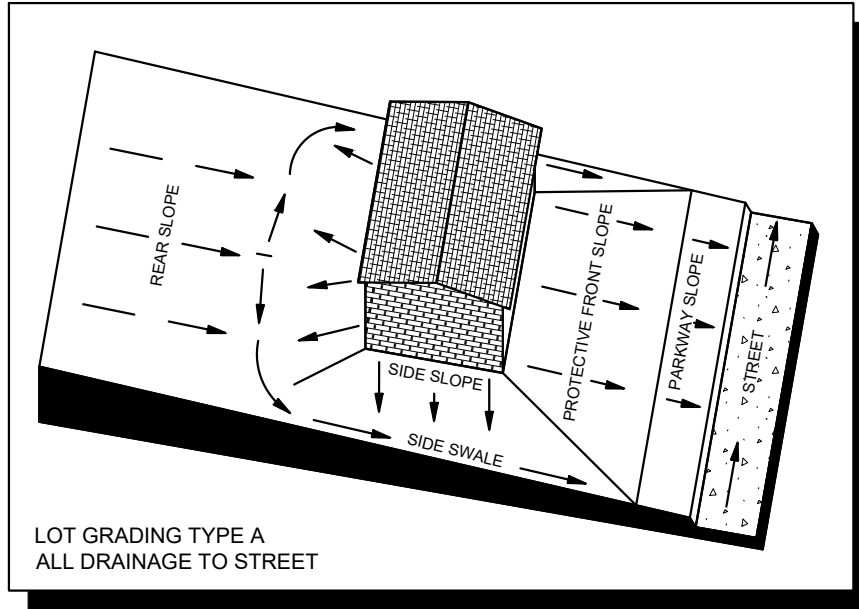
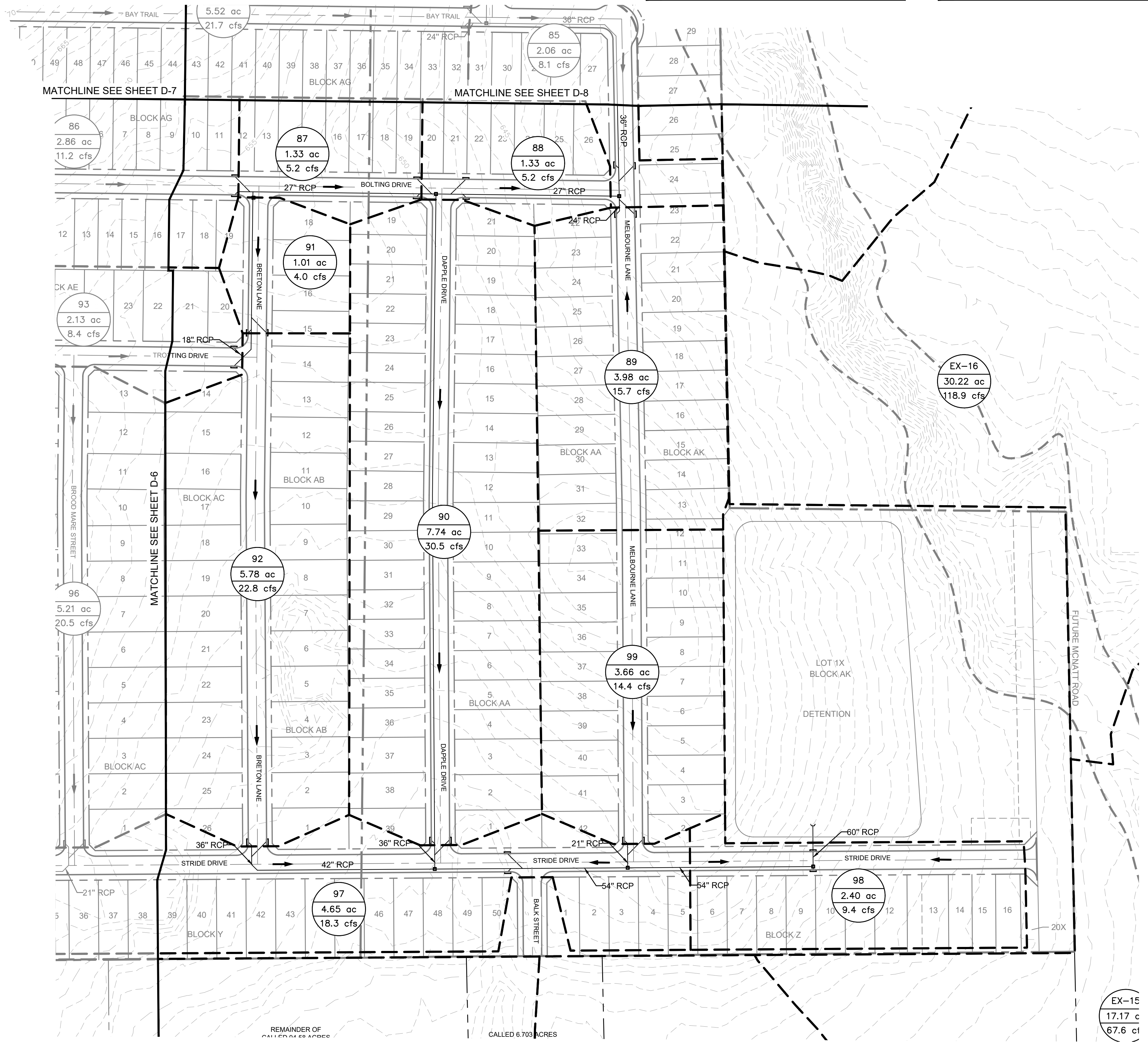
FOR
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SURVEYOR: Kimley-Horn 6180 Warren Pkwy Frisco, TX 75035 Tel: (469) 353-6058 Contact: Sylvia Gansaw Surveyor #8461	OWNER/DEVELOPER: Aubrey Blackack Partners, LLC 4514 Cole Ave., Suite 1625 Dallas, TX 75205 Tel: (214) 674-8570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 136 Old Town Blvd. N. Suite 202 Argyle, TX 75601 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley-Horn 6180 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 353-6088 Contact: Thomas Fletcher, P.E. Registration F-528			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEP 2021	KH PROJECT NO. 2020103	D-8



LEGEND

X-1	AREA DESIGNATOR
9.9 ac	AREA IN ACRES
5.5 cfs	Q100 FLOW IN CFS
A-1	INLET NUMBER
---	PROPERTY LINE
---	PROPOSED STORM DRAIN LINE
---	EXISTING STORM DRAIN LINE
---	PROPOSED DRAINAGE DIVIDE
---	PROPOSED PHASE LINE
□	PROPOSED STORM DRAIN INLET
○	PROPOSED STORM DRAIN MANHOLE
—	PROPOSED STORM DRAIN HEADWALL
→	PROPOSED FLOW DIRECTION
---	PROPOSED CONTOUR
---	EXISTING CONTOUR

DRAINAGE DESIGN CRITERIA

Q100 = C*I*A

Q = FLOW IN CUBIC FEET PER SECOND (CFS)

C = RUNOFF COEFFICIENT = 0.50 (RESIDENTIAL)

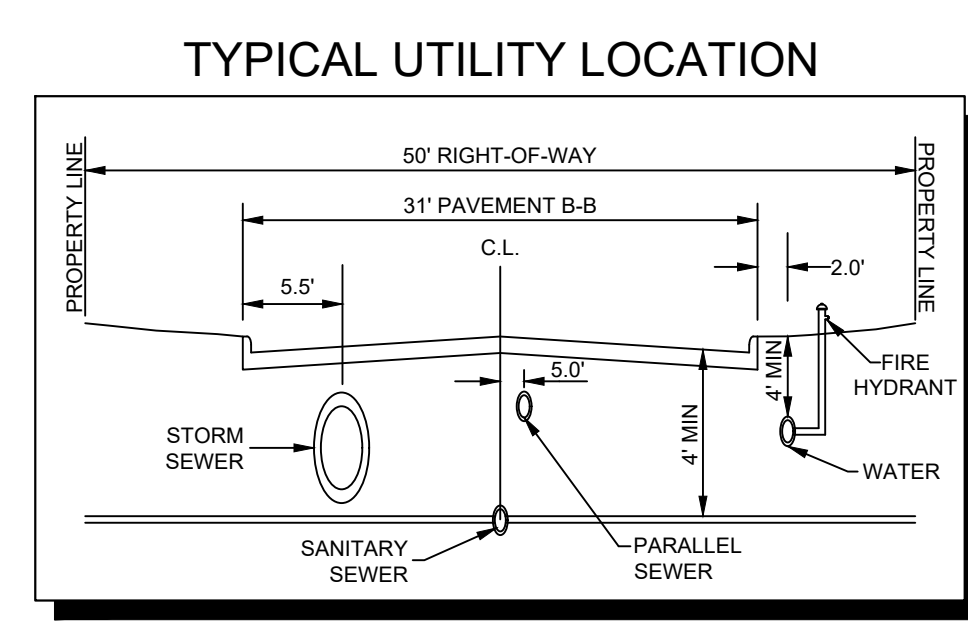
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PRELIMINARY DRAINAGE PLAN

FOR

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DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	D-9

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 LAST SAVED: 20/02/2021 2:12 PM
 This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
2	1.15	1.00	0.50	15	7.87	4.5
3	2.65	1.00	0.50	15	7.87	10.4
5	2.76	1.00	0.50	15	7.87	10.9
6	2.02	1.00	0.50	15	7.87	8.0
7	0.96	1.00	0.50	15	7.87	3.8
8	0.98	1.00	0.50	15	7.87	3.9
9	4.11	1.00	0.50	15	7.87	16.2
10	4.09	1.00	0.50	15	7.87	16.1
12	2.80	1.00	0.50	15	7.87	11.0
13	1.77	1.00	0.50	15	7.87	7.0
15	2.55	1.00	0.50	15	7.87	10.0
16	2.51	1.00	0.50	15	7.87	9.9
17	36.06	1.00	0.50	15	7.87	141.9
18	0.57	1.00	0.50	15	7.87	2.2
19	0.63	1.00	0.50	15	7.87	2.5
20	41.12	1.00	0.50	15	7.87	161.8
21	1.07	1.00	0.50	15	7.87	4.2
22	0.52	1.00	0.50	15	7.87	2.0
23	4.75	1.00	0.50	15	7.87	18.7
24	0.96	1.00	0.50	15	7.87	3.8

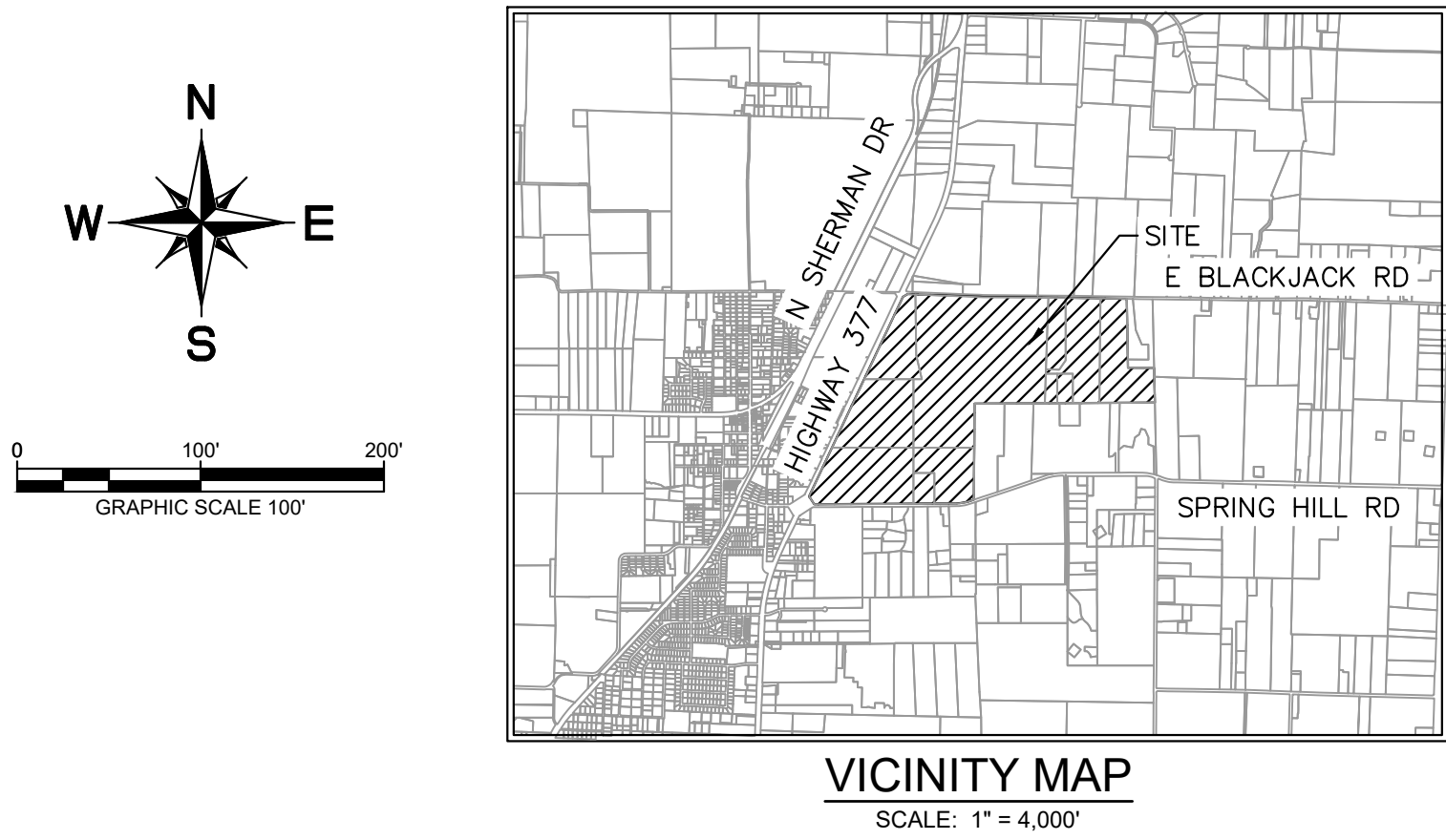
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DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
66	1.33	1.00	0.50	15	7.87	5.2
67	1.81	1.00	0.50	15	7.87	7.1
68	2.75	1.00	0.50	15	7.87	10.8
69	3.58	1.00	0.50	15	7.87	14.1
70	5.34	1.00	0.50	15	7.87	21.0
71	1.97	1.00	0.50	15	7.87	7.8
72	1.57	1.00	0.50	15	7.87	6.2
73	4.08	1.00	0.50	15	7.87	16.0
74	2.40	1.00	0.50	15	7.87	9.5
75	1.48	1.00	0.50	15	7.87	5.8
76	4.80	1.00	0.50	15	7.87	18.9
77	0.80	1.00	0.50	15	7.87	3.1
78	2.66	1.00	0.50	15	7.87	10.5
79	2.41	1.00	0.50	15	7.87	9.5
80	1.70	1.00	0.50	15	7.87	6.7
81	5.52	1.00	0.50	15	7.87	21.7
82	6.49	1.00	0.50	15	7.87	25.6
83	6.40	1.00	0.50	15	7.87	25.2
84	0.44	1.00	0.50	15	7.87	1.7
85	2.06	1.00	0.50	15	7.87	8.1

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
25	5.47	1.00	0.50	15	7.87	21.5
26	1.14	1.00	0.50	15	7.87	4.5
27	4.08	1.00	0.50	15	7.87	16.0
28	7.46	1.00	0.50	15	7.87	29.4
29	1.64	1.00	0.50	15	7.87	6.5
30	6.16	1.00	0.50	15	7.87	24.2
31	7.07	1.00	0.50	15	7.87	27.8
32	3.74	1.00	0.50	15	7.87	14.7
33	2.00	1.00	0.50	15	7.87	7.9
34	7.17	1.00	0.50	15	7.87	28.2
35	6.08	1.00	0.50	15	7.87	23.9
36	1.55	1.00	0.50	15	7.87	6.1
37	1.86	1.00	0.50	15	7.87	7.3
38	3.62	1.00	0.50	15	7.87	14.3
39	3.35	1.00	0.50	15	7.87	13.2
40	5.53	1.00	0.50	15	7.87	21.8
41	2.08	1.00	0.50	15	7.87	8.2
42	3.46	1.00	0.50	15	7.87	13.6
43	2.61	1.00	0.50	15	7.87	10.3
44	3.04	1.00	0.50	15	7.87	12.0

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
86	2.86	1.00	0.50	15	7.87	11.2
87	1.33	1.00	0.50	15	7.87	5.2
88	1.33	1.00	0.50	15	7.87	5.2
89	3.98	1.00	0.50	15	7.87	15.7
90	7.74	1.00	0.50	15	7.87	30.5
91	1.01	1.00	0.50	15	7.87	4.0
92	5.78	1.00	0.50	15	7.87	22.8
93	2.13	1.00	0.50	15	7.87	8.4
94	2.34	1.00	0.50	15	7.87	9.2
95	2.58	1.00	0.50	15	7.87	10.1
96	5.21	1.00	0.50	15	7.87	20.5
97	4.65	1.00	0.50	15	7.87	18.3
98	2.40	1.00	0.50	15	7.87	9.4
99	3.66	1.00	0.50	15	7.87	14.4
100	3.69	1.00	0.50	15	7.87	14.5
101	5.85	1.00	0.50	15	7.87	23.0
102	2.64	1.00	0.50	15	7.87	10.4
103	6.96	1.00	0.50	15	7.87	27.4
104	0.83	1.00	0.50	15	7.87	3.3
105	4.13	1.00	0.50	15	7.87	16.2

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
45	1.48	1.00	0.50	15	7.87	5.8
46	4.72	1.00	0.50	15	7.87	18.6
47	7.62	1.00	0.50	15	7.87	30.0
48	1.32	1.00	0.50	15	7.87	5.2
49	1.11	1.00	0.50	15	7.87	4.4
50	1.15	1.00	0.50	15	7.87	4.5
51	5.15	1.00	0.50	15	7.87	20.3
52	2.46	1.00	0.50	15	7.87	9.7
53	1.50	1.00	0.50	15	7.87	5.9
54	0.61	1.00	0.50	15	7.87	2.4
55	5.72	1.00	0.50	15	7.87	22.5
56	1.75	1.00	0.50	15	7.87	6.9
57	5.86	1.00	0.50	15	7.87	23.1
58	0.88	1.00	0.50	15	7.87	3.5
59	7.49	1.00	0.50	15	7.87	29.5
60	5.06	1.00	0.50	15	7.87	19.9
61	1.19	1.00	0.50	15	7.87	4.7
62	2.65	1.00	0.50	15	7.87	10.4
64	1.55	1.00	0.50	15	7.87	6.1
65	1.95	1.00	0.50	15	7.87	7.7

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
106	2.08	1.00	0.50	15	7.87	8.2
107	3.18	1.00	0.50	15	7.87	12.5



DRAINAGE DESIGN CRITERIA

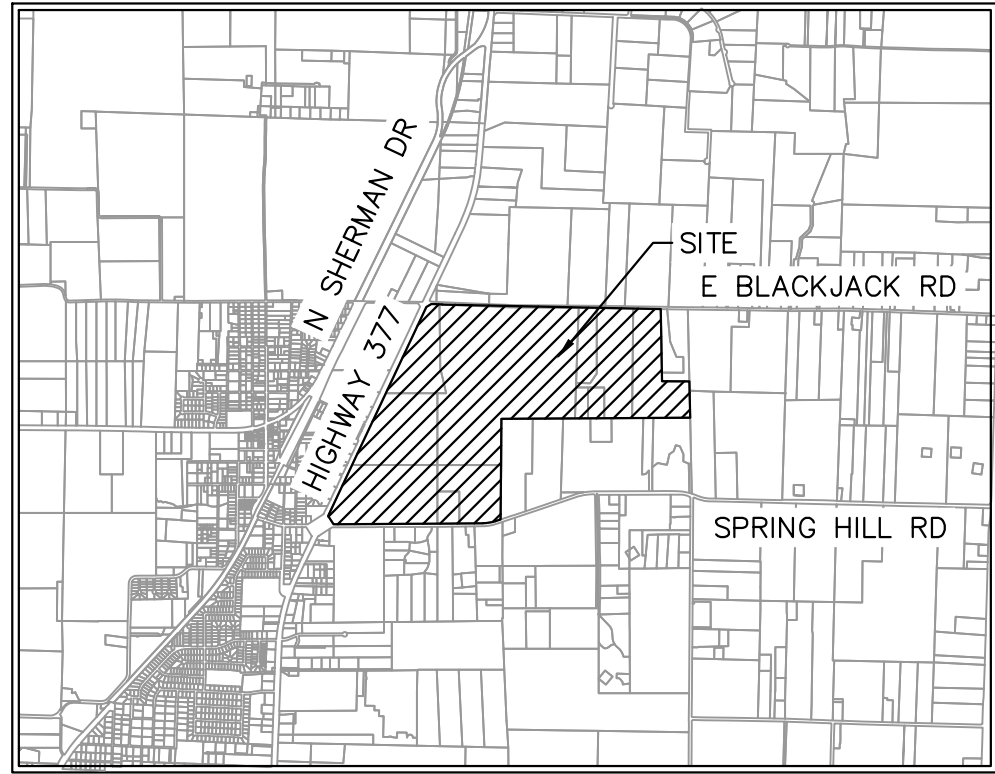
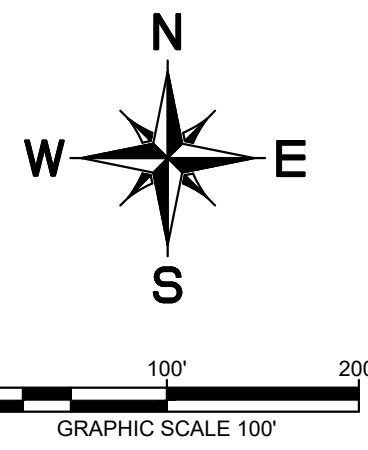
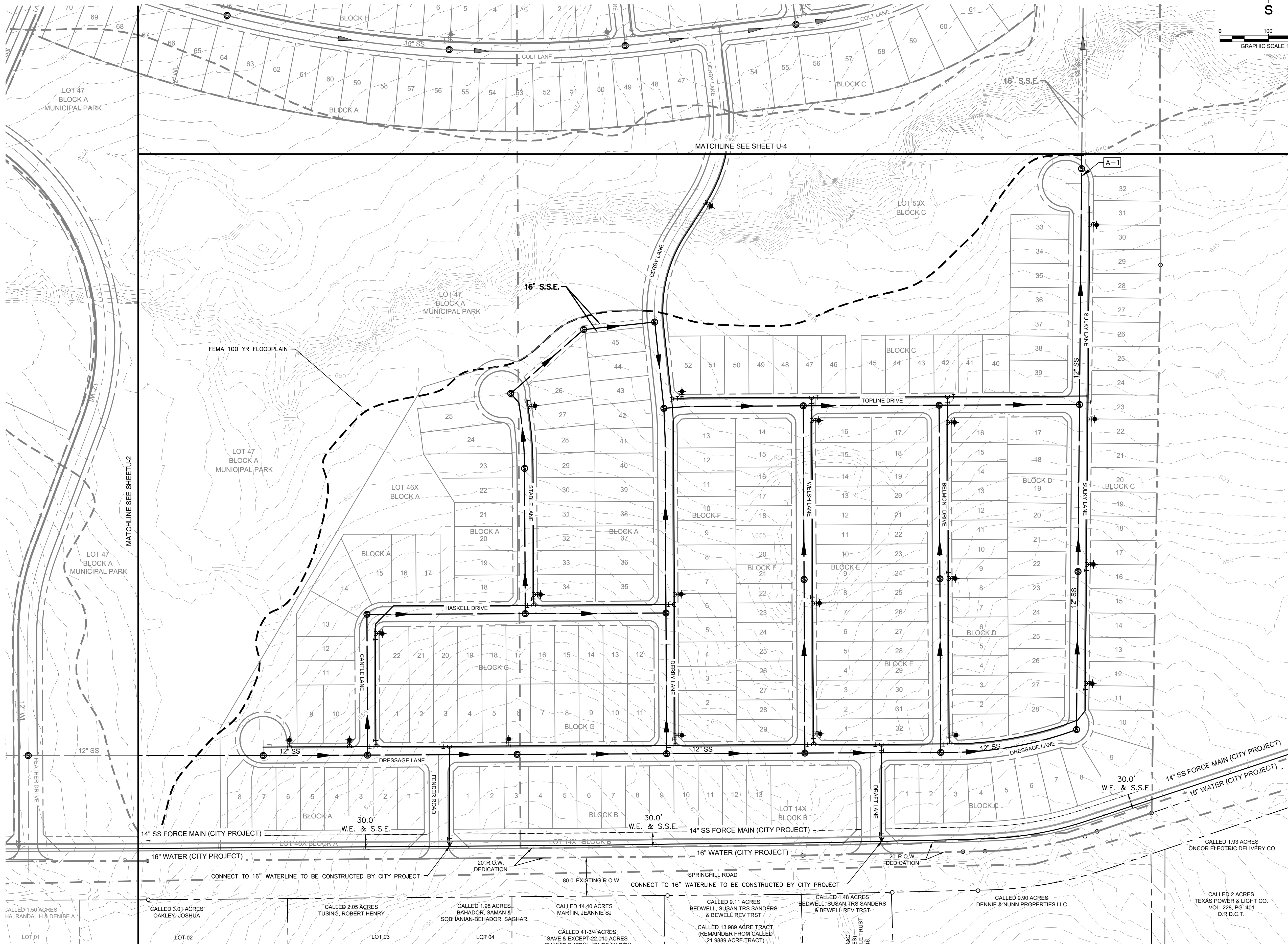
Q100 = C*I*A
 Q = FLOW IN CUBIC FEET PER SECOND (CFS)
 C = RUNOFF COEFFICIENT = 0.50 (RESIDENTIAL)
 I = INTENSITY (TIME OF CONCENTRATION = TC)
 TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/HR
 A = DRAINAGE AREA IN ACRES

DRAINAGE GENERAL NOTES

- LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS, BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
- ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
- STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY DRAINAGE PLAN						
FOR						
HIGH POINTE RANCH						
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT BEING 460.75 ACRES						
OUT OF THE						
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243						
AND THE						
IN THE						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461		OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: David Marks & Walter Foss		OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 75226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss		ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	D-10



VICINITY MAP
SCALE: 1" = 4,000'

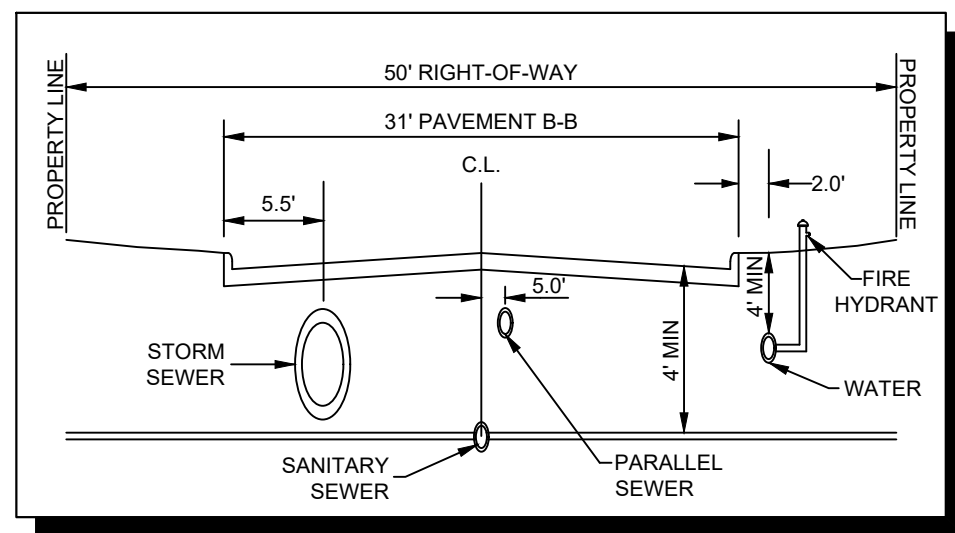
UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT

WATER & SEWER GENERAL NOTES

1. ALL WATERLINES ARE 8" UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.
3. ALL FIRE HYDRANTS TO BE LOCATED AT PCCRS OR LOT LINES
4. ALL WATER AND SANITARY SEWER LINES ARE CONCENTRIC AND PARALLEL TO THE STREET CENTERLINES UNLESS OTHERWISE NOTED.
5. UTILITY LAYOUT INCLUDING, LINES, VALVES, FIRE HYDRANTS, SANITARY SEWER MANHOLES, ETC. ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS.
6. WATER AND SEWER TO BE PROVIDED BY THE CITY OF AUBREY
7. OFFSITE UTILITIES DESIGNED BY CITY'S CONSULTANT. UTILITY CONNECTION TO BE COORDINATED BY CITY'S CONSULTANT AND PROJECT ENGINEER.

TYPICAL UTILITY LOCATION



CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY UTILITY PLAN

FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

AND THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

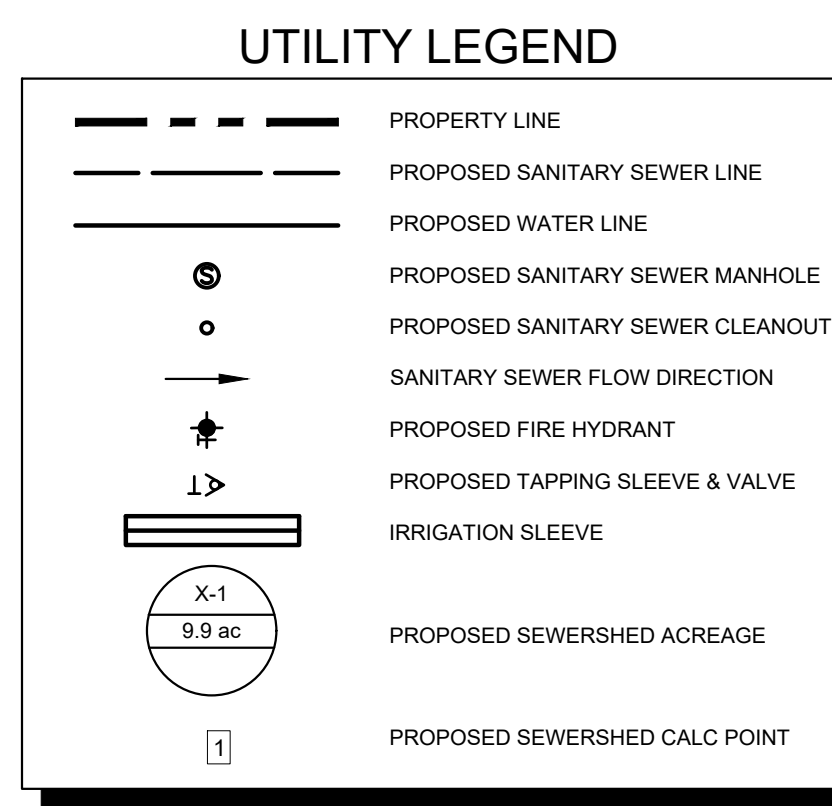
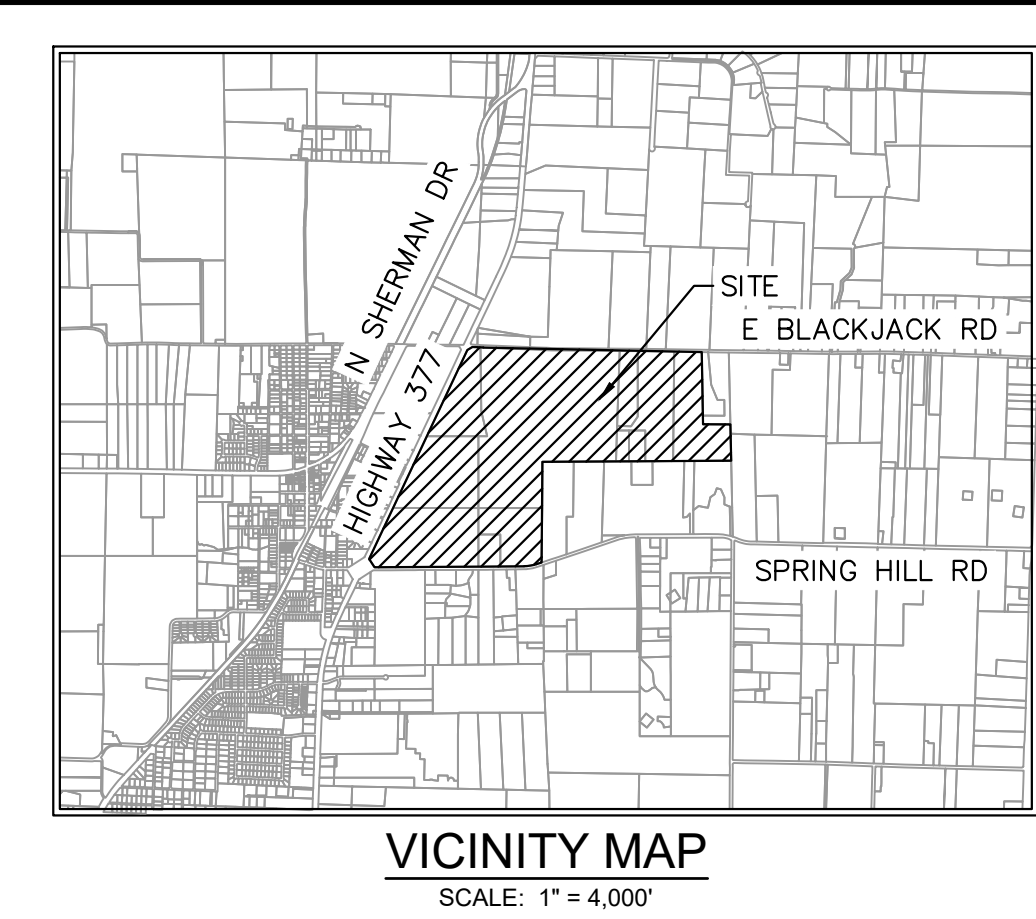
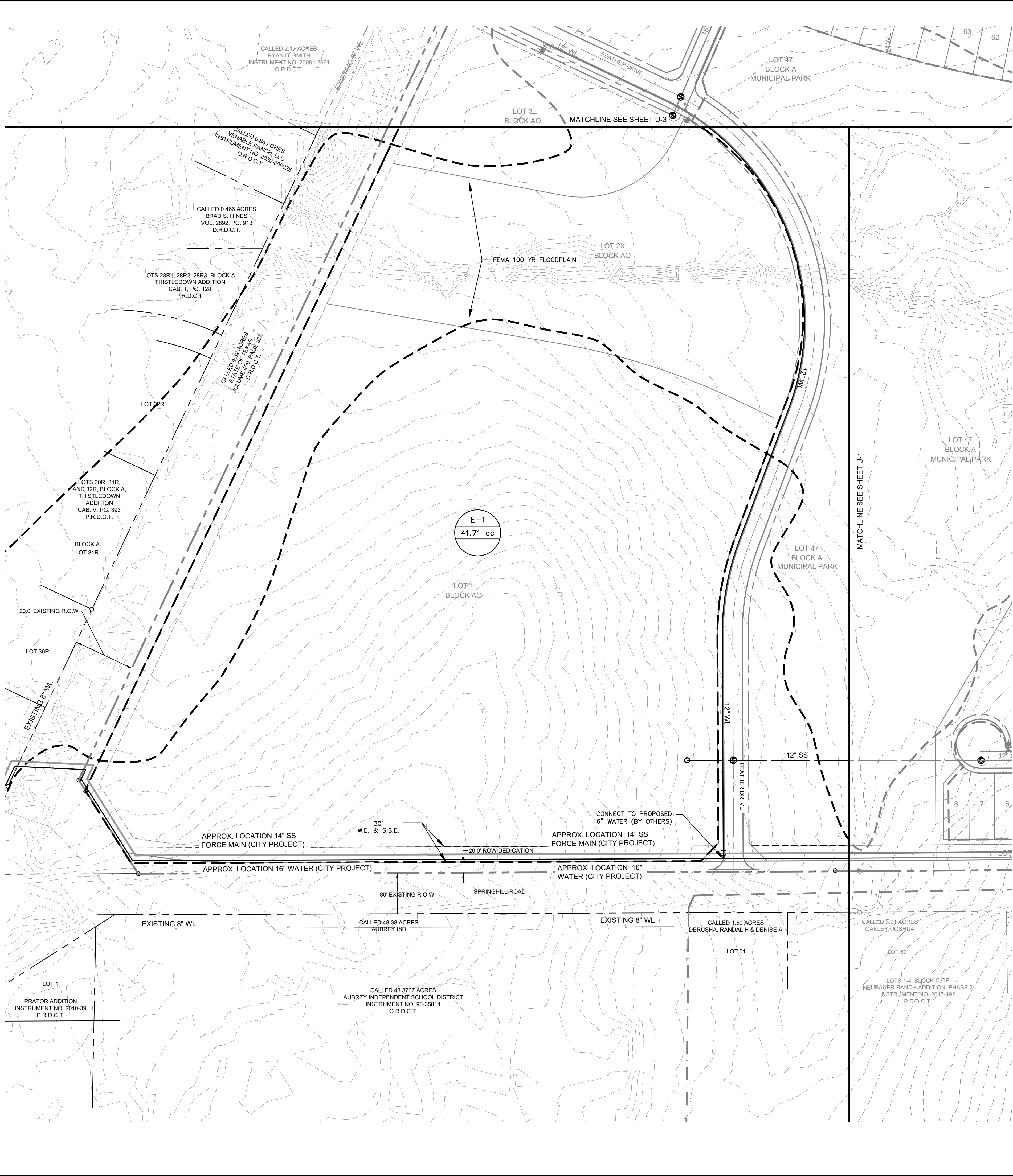
SURVEYOR:
Kimley-Horn
Aubrey Blackjack Partners I, LLC
4514 Cole Ave., Suite 1650
Frisco, TX 75034
Tel: (469) 353-6058
Contact: Sylvia G. Gunawan
Surveyor #6461

OWNER/DEVELOPER:
Aubrey Blackjack Partners I, LLC
4514 Cole Ave., Suite 1650
Frisco, TX 75034
Tel: (214) 674-9570
Contact: Chad Vose

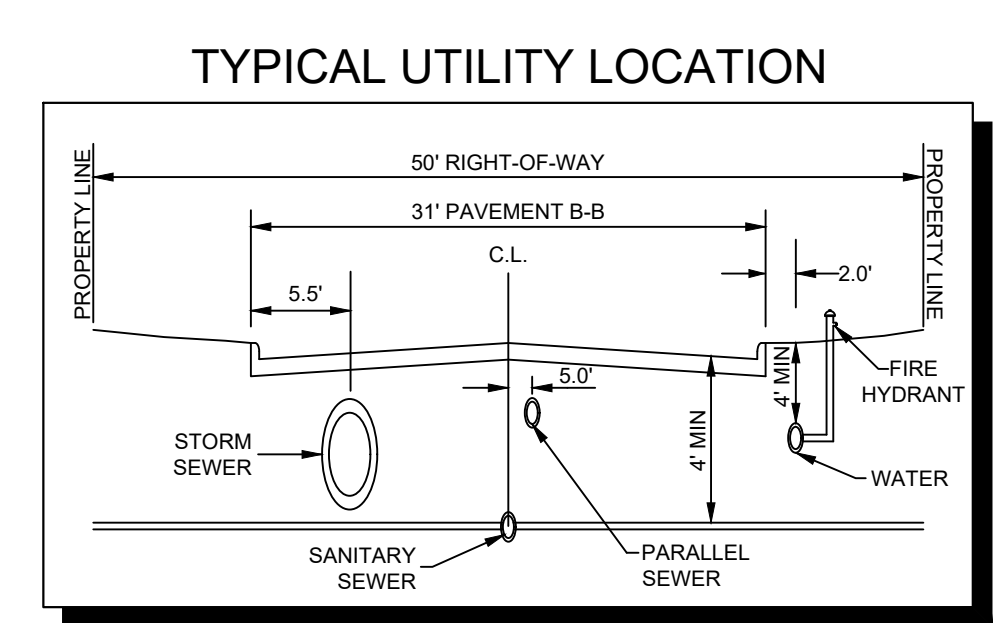
OWNER/DEVELOPER:
FM Land Investments I, LLC
138 Old Town Blvd., Suite 202
Argyle, TX 76226
Tel: (972) 740-5725
Contact: David Marks & Walter Foss

ENGINEER:
Kimley-Horn
6180 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Thomas Fletcher, P.E.
Registration F-928

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	U-1
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	



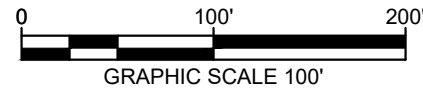
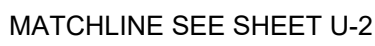
- WATER & SEWER GENERAL NOTES**
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 7. OFFSITE UTILITIES DESIGNED BY CITY'S CONSULTANT. UTILITY CONNECTION TO BE COORDINATED BY CITY'S CONSULTANT AND PROJECT ENGINEER.



CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY UTILITY PLAN
FOR
HIGH POINTE RANCH
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley-Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	U-2



	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT

1. ALL WATERLINES ARE 8" UNLESS OTHERWISE NOTED.
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3. ALL FIRE HYDRANTS TO BE LOCATED AT PCCRS OR LOT LINES
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7. OFFSITE UTILITIES DESIGNED BY CITY'S CONSULTANT. UTILITY CONNECTION TO BE COORDINATED BY CITY'S CONSULTANT AND PROJECT ENGINEER.

The diagram illustrates a street cross-section with the following components and dimensions:

- 50' RIGHT-OF-WAY**: The total width of the street.
- 31' PAVEMENT B-B**: The width of the paved area.
- 5.5'**: The distance from the left property line to the centerline (C.L.).
- C.L.**: Centerline of the street.
- 5.0'**: The distance from the centerline to the storm sewer.
- 4 MIN**: The depth of the storm sewer.
- 4 MIN**: The depth of the fire hydrant.
- 2.0'**: The distance from the fire hydrant to the property line.
- PROPERTY LINE**: The boundary of the street right-of-way.
- STORM SEWER**: A circular utility located 5.0' from the centerline.
- SANITARY SEWER**: A circular utility located 5.0' from the centerline, below the storm sewer.
- PARALLEL SEWER**: A circular utility located 5.0' from the centerline, below the sanitary sewer.
- FIRE HYDRANT**: A utility located 2.0' from the property line.
- WATER**: A utility located 2.0' from the property line, below the fire hydrant.

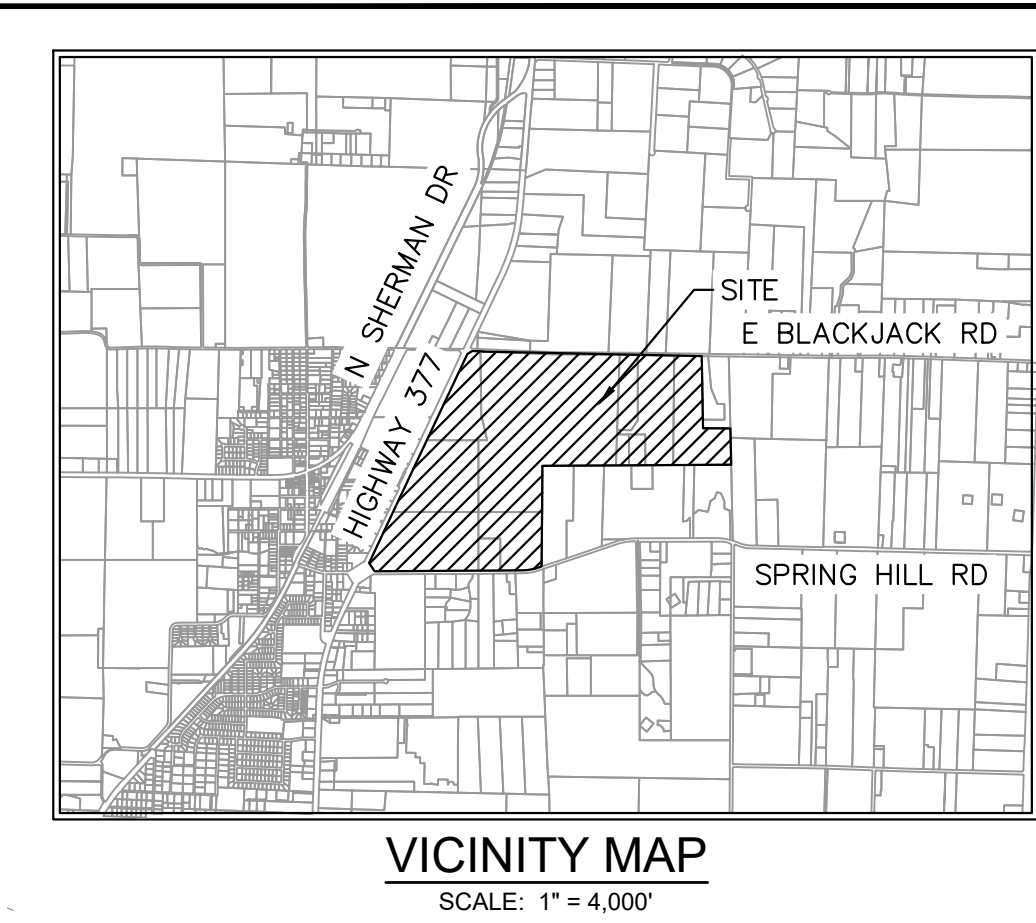
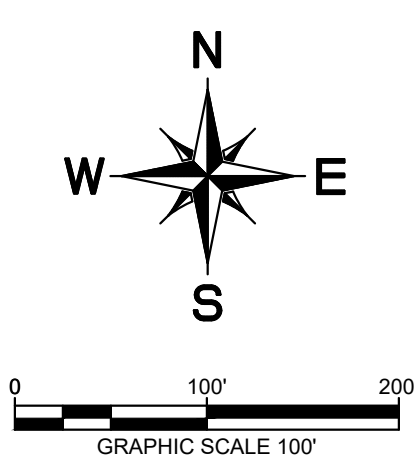
PRELIMINARY UTILITY PLAN

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

CITY OF AUBREY, DENTON COUNTY, TEXAS

204 of 729

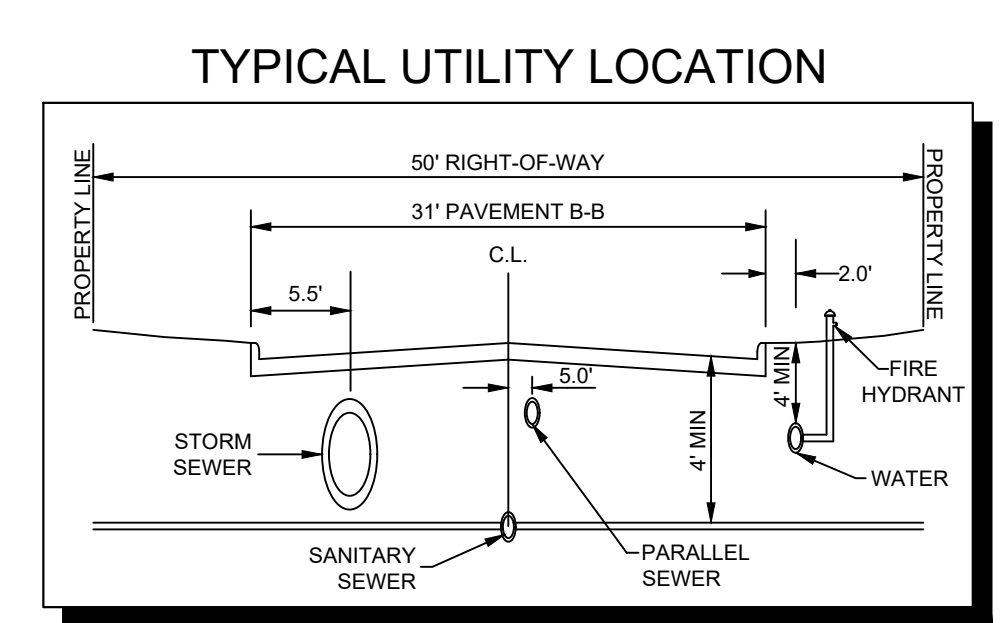
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DRAWN BY: KIMLEY-HORN & ASSOCIATES, INC. 2020020003 - CIRCLE Y RANCH CAD PRELIMINARY PLANS SHEETS U-1, UTILITY PLANS DWG [U-4]
LAST SAVED: 12/20/2021 11:58 AM



UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT

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CITY PROJECT NUMBER: XXXXXXXXX

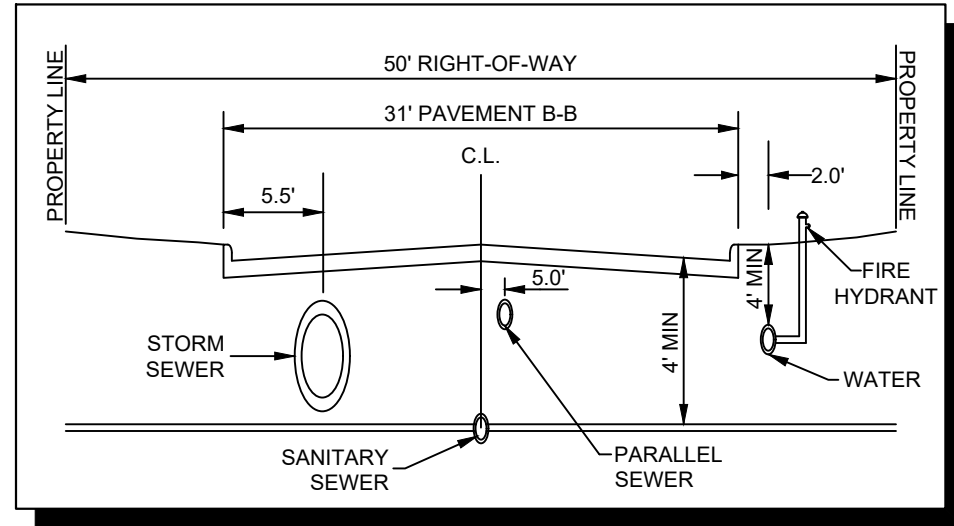
PRELIMINARY UTILITY PLAN
FOR
HIGH POINTE RANCH
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
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CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 75226 Tel: (972) 740-5725 Contact: Thomas Fletcher, P.E. Registration F-928	ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	U-4

PLATTED BY: FRANCIS, BERNARD, & ASSOCIATES, INC. DATE: 09/20/2023 11:58 AM
DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 09/20/2023 11:58 AM
LAST SAVED: 12/20/2023 11:58 AM

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TYPICAL UTILITY LOCATION

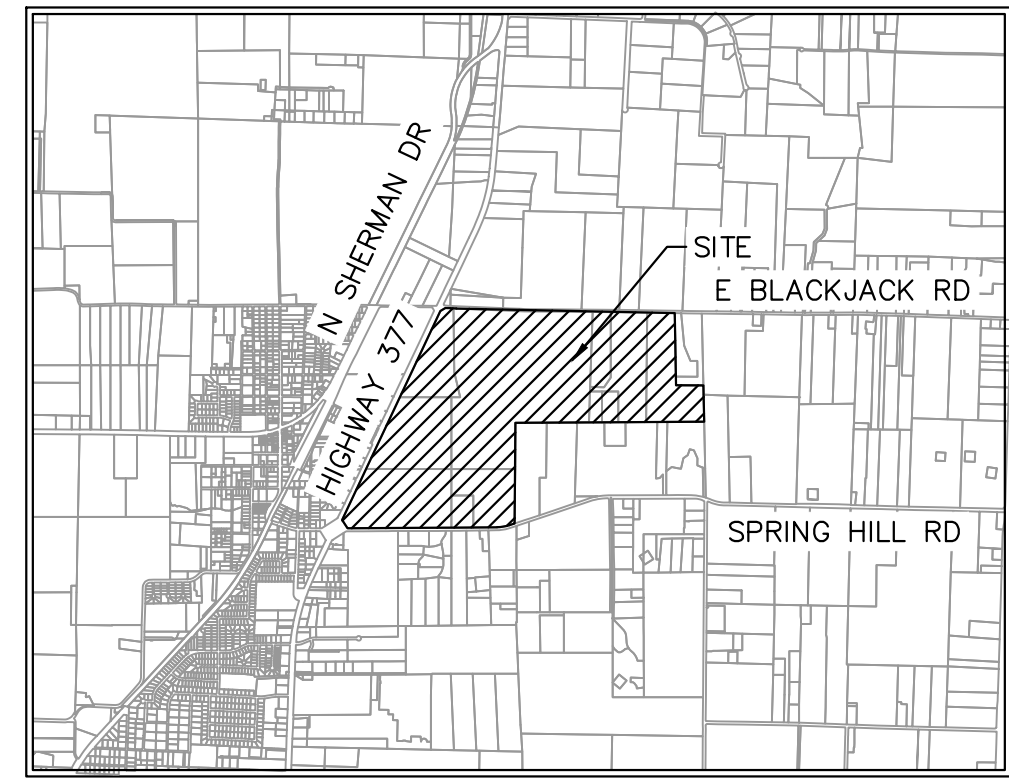
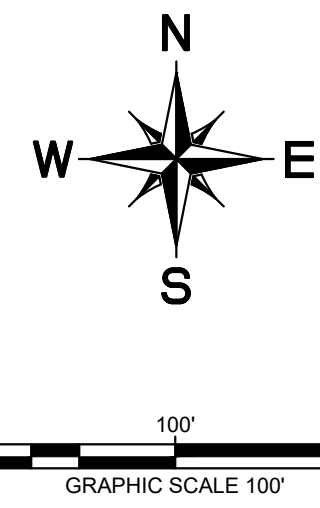


WATER & SEWER GENERAL NOTES

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UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT



VICINITY MAP
SCALE: 1" = 4,000'



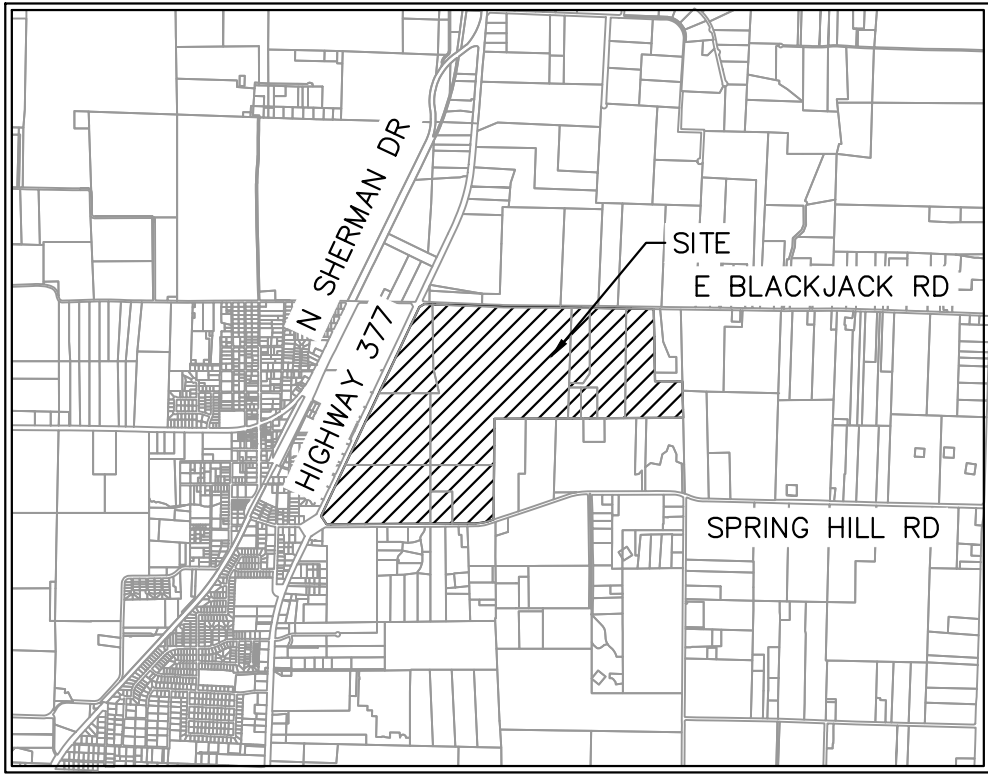
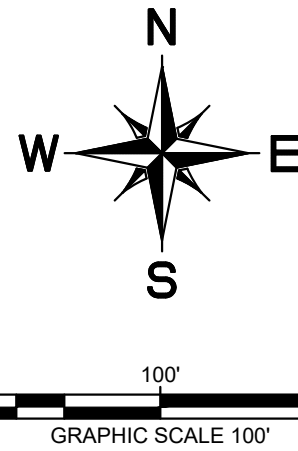
CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY UTILITY PLAN FOR HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey BlackJack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	U-5

PLATTED BY: FRANCISCO, REVISED: 2020/02/25 2:50 PM
DRAWN BY: KJH, CIVIL/FRISCO/SINGLE FAMILY PURSUITS, 2020/02/01-04
LAST SAVED: 2/20/2021 3:08 PM
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VICINITY MAP
SCALE: 1" = 4,000'

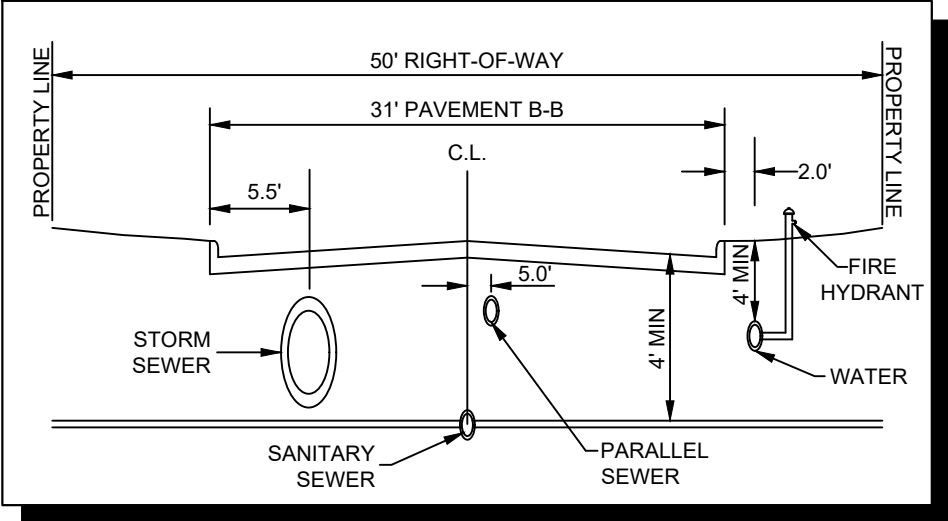
UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT

WATER & SEWER GENERAL NOTES

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TYPICAL UTILITY LOCATION



CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY UTILITY PLAN
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

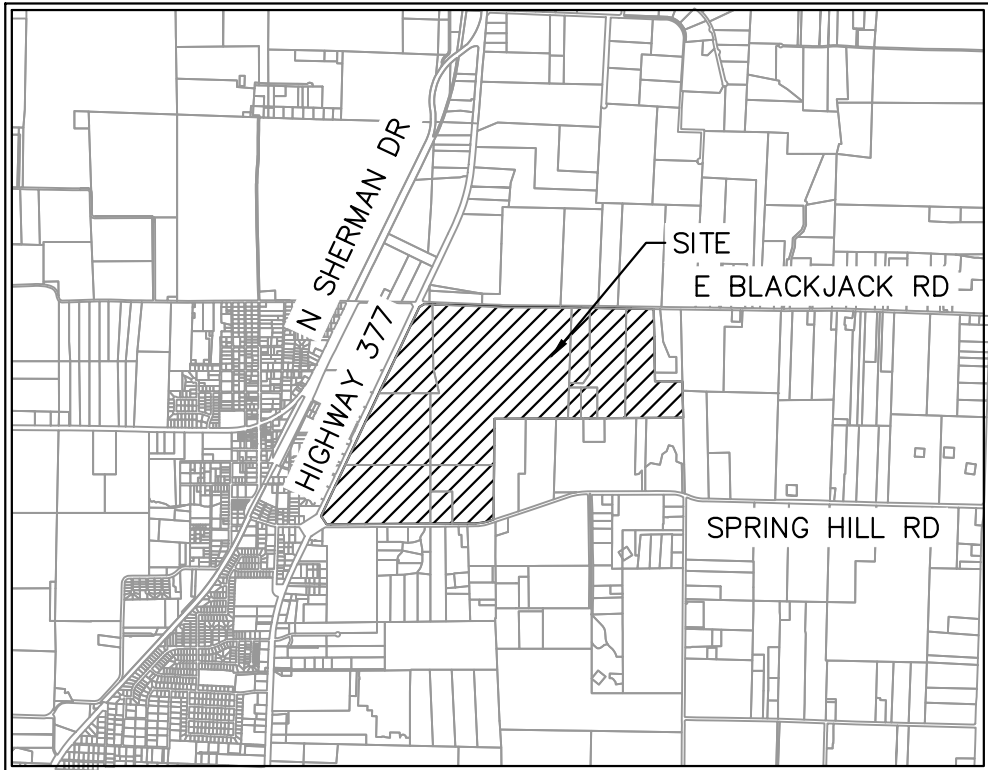
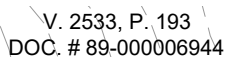
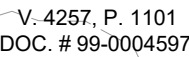
SURVEYOR:
Kimley-Horn
Aubrey Blackjack Partners, LLC
4514 Cole Ave., Suite 1650
Frisco, TX 75215
Tel: (469) 353-6058
Contact: Sylvia Gowan
Surveyor #6461

OWNER/DEVELOPER:
Aubrey Blackjack Partners, LLC
4514 Cole Ave., Suite 1650
Frisco, TX 75215
Tel: (214) 674-9570
Contact: Chad Vose

OWNER/DEVELOPER:
FM Land Investments I, LLC
138 Old Town Blvd., Suite 202
Argyle, TX 75226
Tel: (972) 740-5725
Contact: David Marks & Walter Foss

ENGINEER:
Kimley-Horn
6180 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Thomas Fletcher, P.E.
Registration F-928

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	U-6
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	



VICINITY MAP
SCALE: 1" = 4,000'

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
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	IRRIGATION SLEEVE
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The diagram illustrates a street cross-section with the following components and dimensions:

- 50' RIGHT-OF-WAY**: The total width of the street.
- 31' PAVEMENT B-B**: The width of the pavement base.
- C.L.**: Centerline of the street.
- 5.5'**: Offset from the left property line to the storm sewer.
- 5.0'**: Offset from the centerline to the sanitary sewer.
- 4 MIN**: Minimum depth of the sanitary sewer.
- 2.0'**: Offset from the right property line to the fire hydrant.
- 4 MIN**: Minimum depth of the fire hydrant.
- STORM SEWER**: A circular pipe on the left side of the street.
- SANITARY SEWER**: A circular pipe located below the centerline.
- PARALLEL SEWER**: A circular pipe located below the sanitary sewer.
- FIRE HYDRANT**: A vertical pipe on the right side of the street.
- WATER**: The ground surface level on the right side of the street.

PRELIMINARY UTILITY PLAN

FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

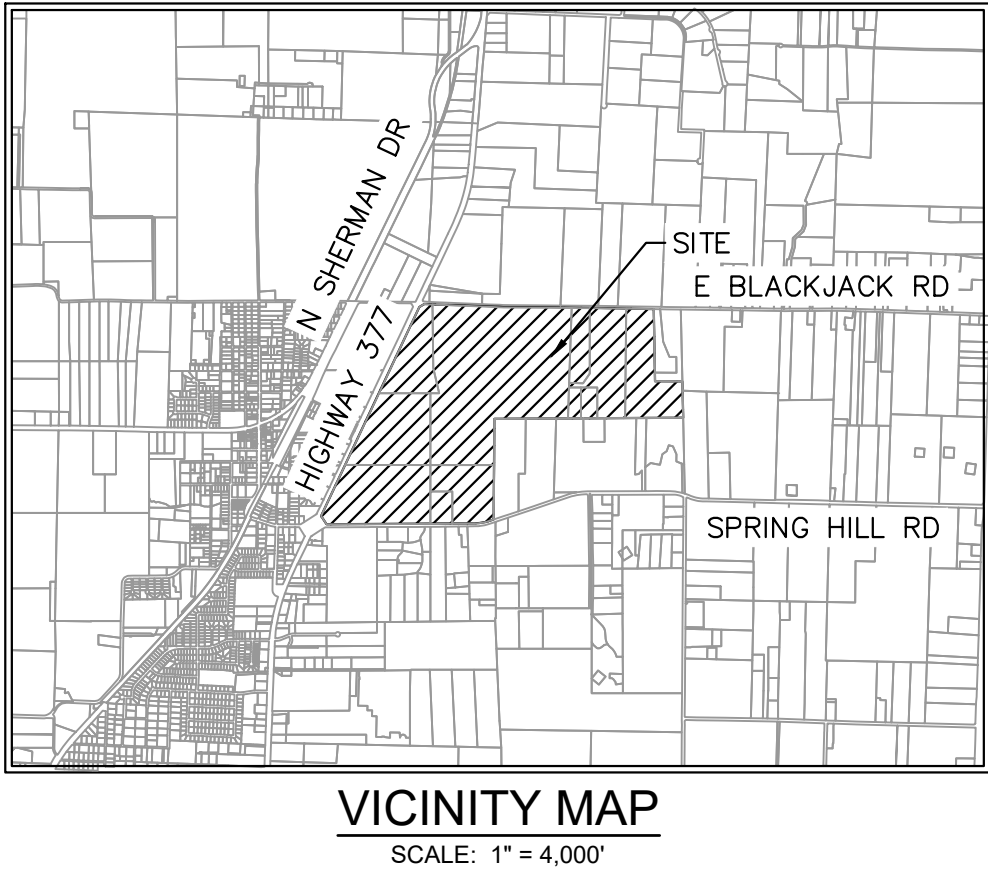
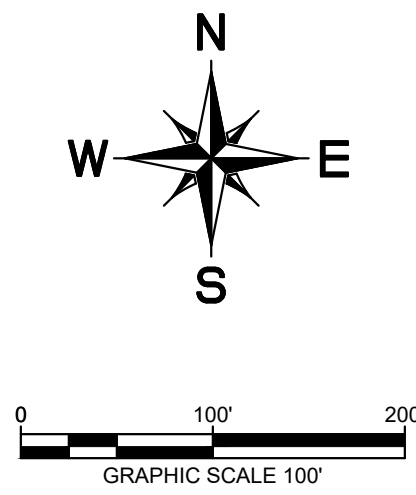
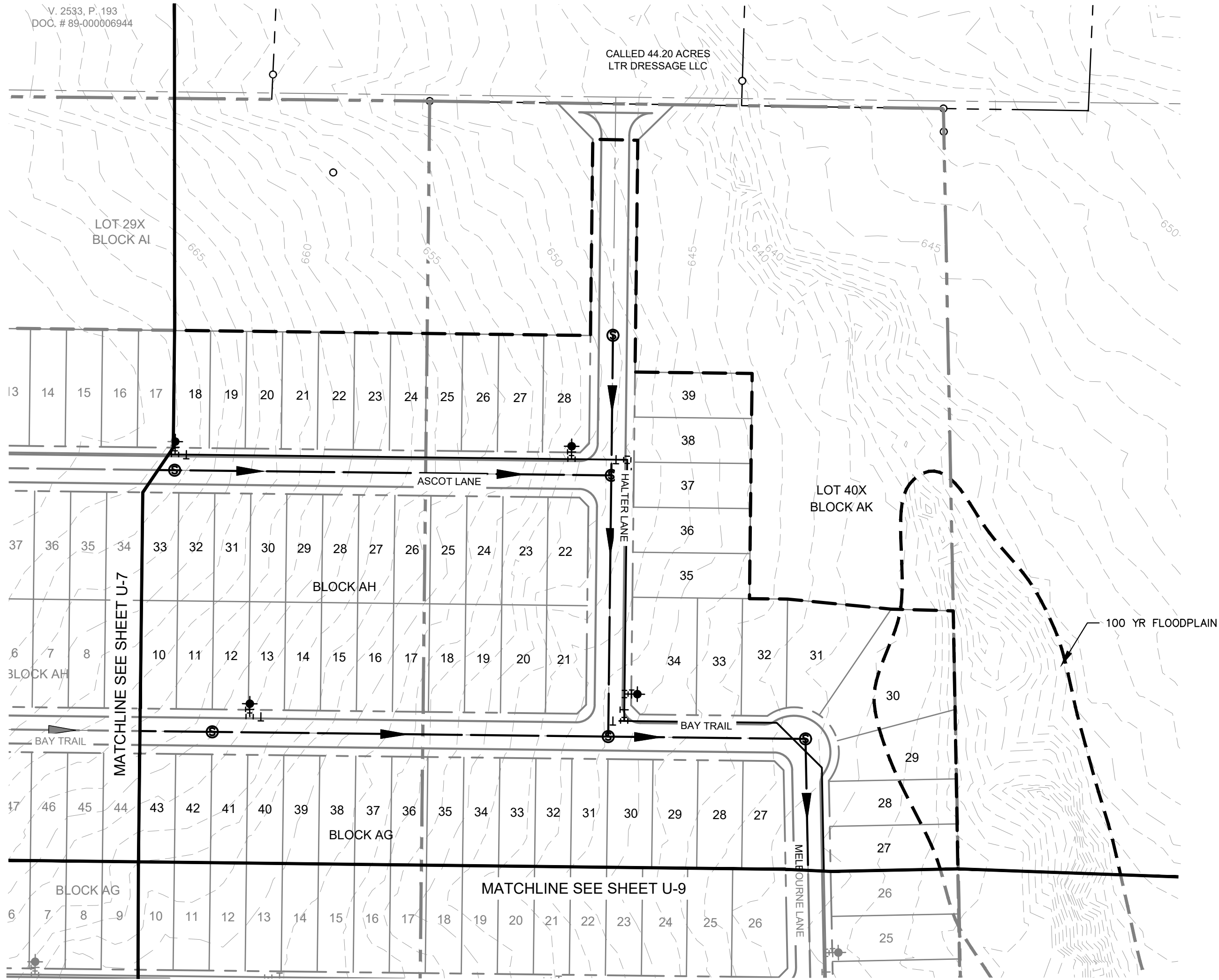
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE

CITY OF AUBREY, DENTON COUNTY, TEXAS

Page 208 of 729

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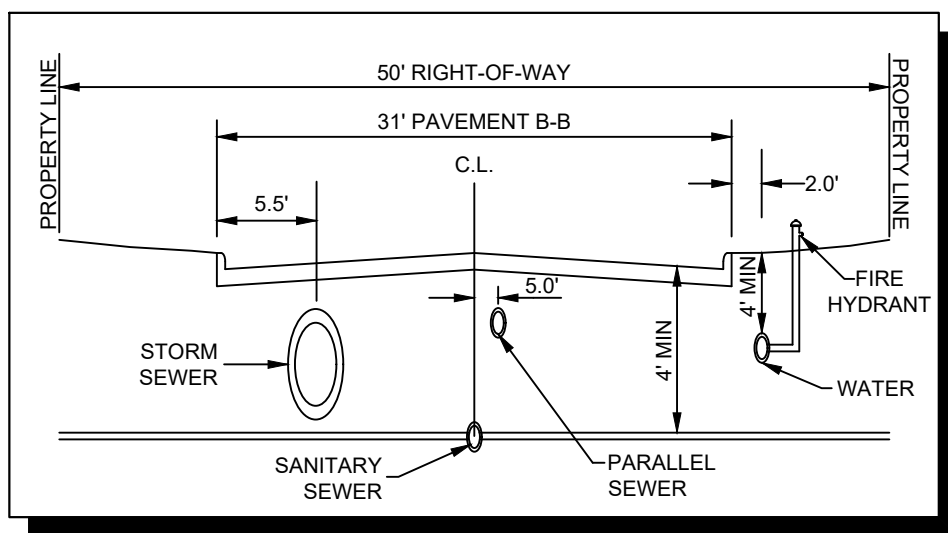
UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
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TYPICAL UTILITY LOCATION

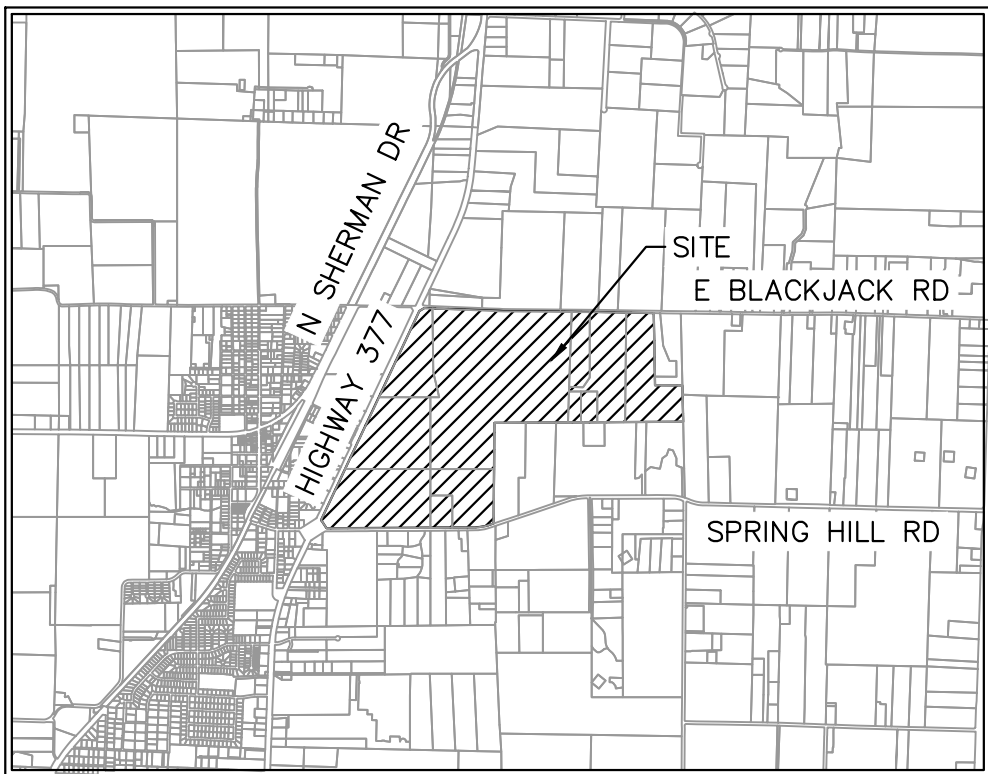
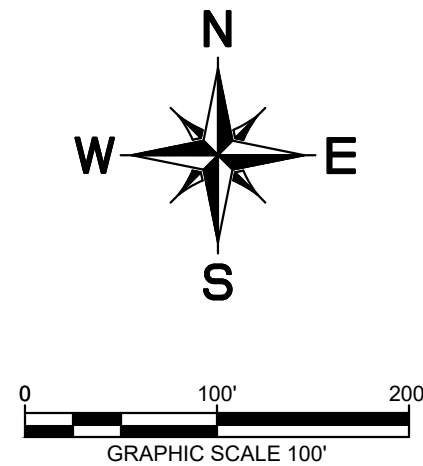


CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY UTILITY PLAN FOR HIGH POINTE RANCH

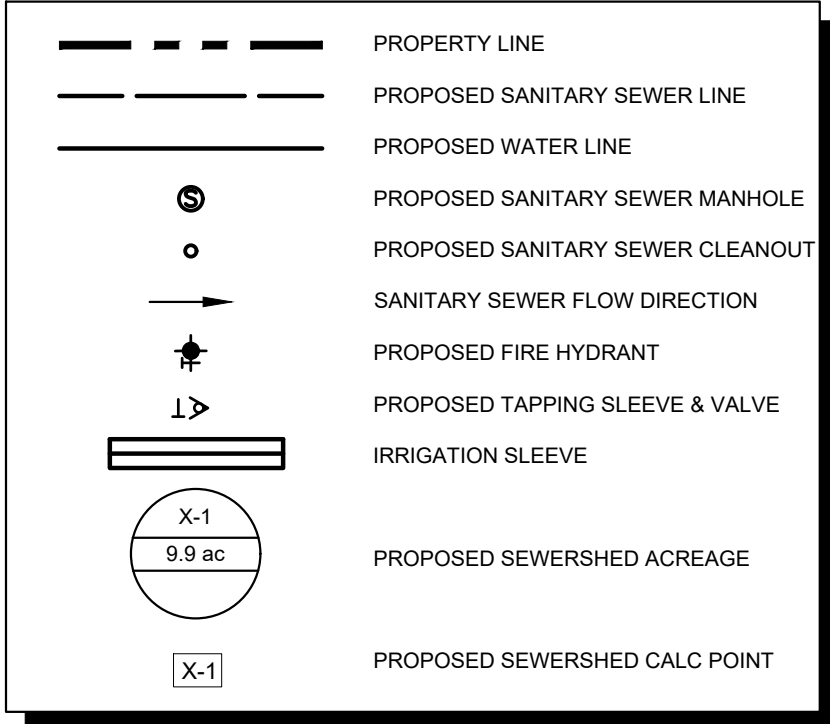
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
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OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
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CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	U-8



VICINITY MAP
 SCALE: 1" = 4,000'

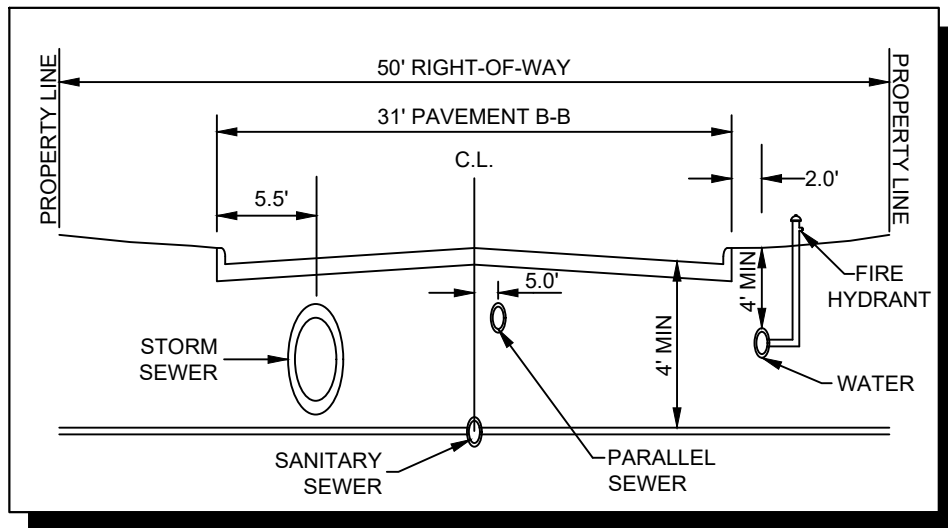
UTILITY LEGEND



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TYPICAL UTILITY LOCATION



CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY UTILITY PLAN
 FOR
 HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
 BEING 460.75 ACRES
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DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	U-9

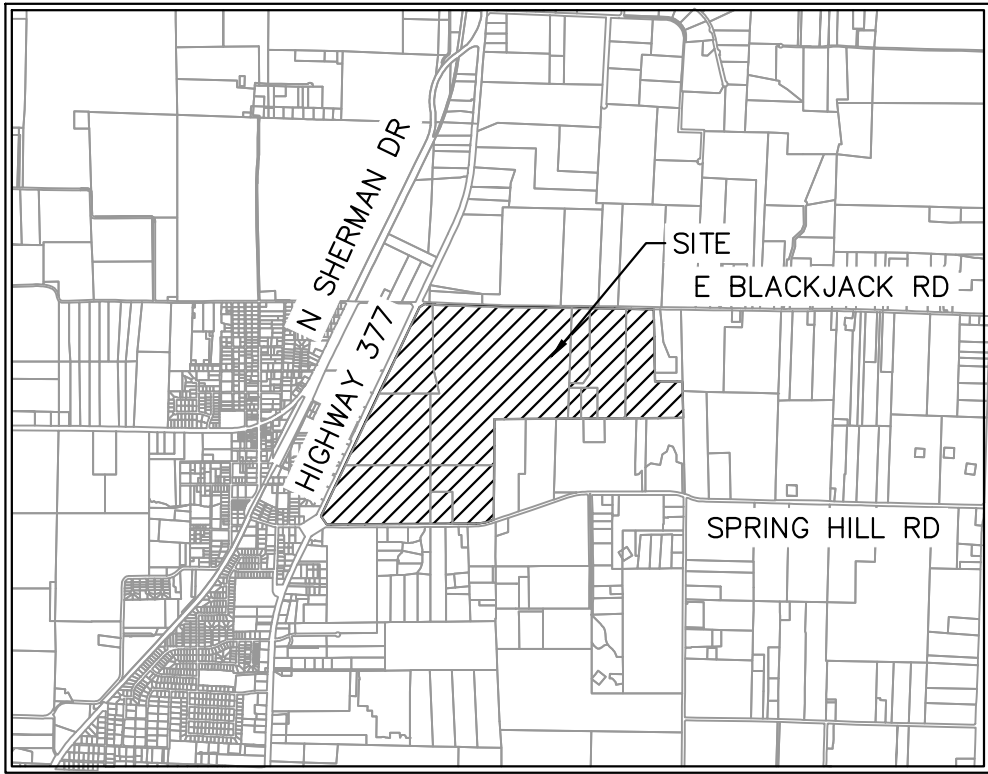
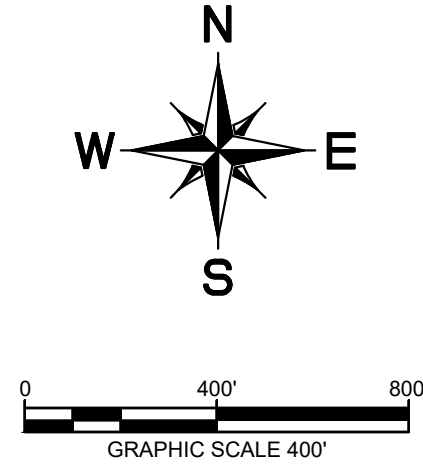
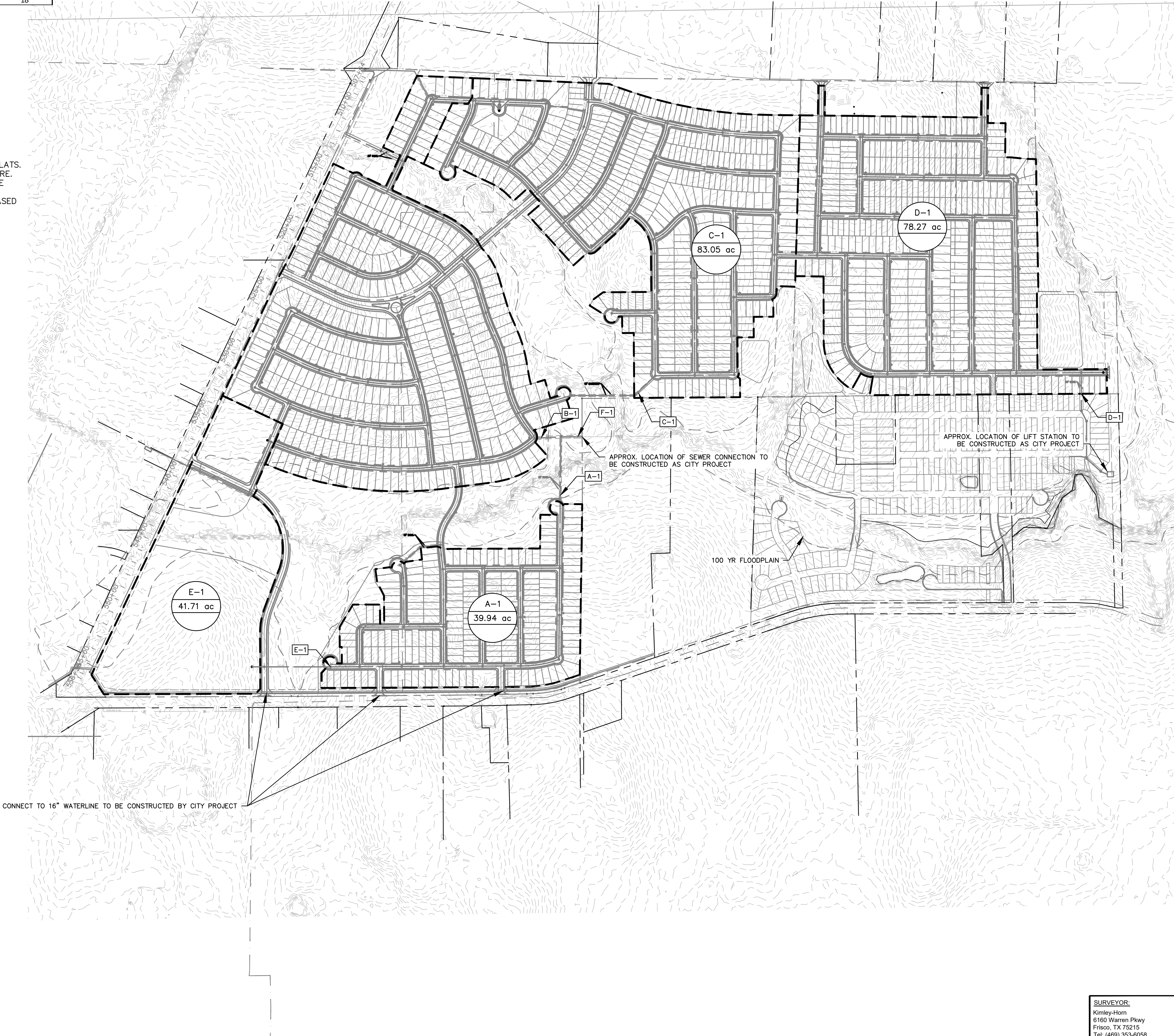
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 DRAWN BY: KJH CIVIL ENGINEERING SINGLE FAMILY PURSUITS_2020/2020/03 - CIRCLE Y RANCH CAD PRELIMINARY PLANS SHEETS U-2, UTILITY PLAN DWG [U-0]
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SEWER BASIN AREA FLOW CALCULATIONS						
AREA	AREA (AC)	NUMBER OF LOTS	FLOW (GPD)	DEMAND (MGD)	CUMULATIVE (MGD)	MIN PIPE SIZE (IN)
A-1	39.94	221	70,720	0.283	1.222	12
B-1	94.1	373	119,360	0.477	1.037	12
C-1	83.05	437	139,840	0.559	0.559	8
D-1	78.27	420	134,400	0.538	0.538	8
E-1	41.71	0	234,686	0.939	0.939	12
F-1	0	0	0	0.000	2.258	18

- NOTES:
1. FLOW IS ESTIMATED AS 3.2 PERSONS/UNIT AND 100 GPD/PERSON.
 2. UNITS ON DEVELOPED LAND ARE AS IDENTIFIED ON THE EXISTING PLATS.
 3. UNITS ON UNDEVELOPED LAND ARE ESTIMATED AT 4 UNITS PER ACRE.
 4. PEAKING FACTOR OF 4 IS APPLIED TO ALL FLOW RATES TO ACHIEVE DEMAND RATE.
 5. PIPE DIAMETER SHOWN REFLECTS THE MINIMUM INSIDE DIAMETER BASED ON THE CALCULATIONS SHOWN BELOW.

PIPE CAPACITY		
PIPE SIZE (IN)	SLOPE (%)	CAPACITY (MGD)
8	0.335	0.6
10	0.25	0.92
12	0.2	1.34
15	0.15	2.26
18	0.115	3.21

PIPE CAPACITY EQUATION: $C = \frac{0.299}{n} D^{2.67} S^{0.50}$
 C: PIPE CAPACITY (MGD)
 D: INSIDE PIPE DIAMETER (FT)
 n: MANNING'S ROUGHNESS COEFFICIENT (0.010)
 S: ENERGY GRADE LINE SLOPE (FT/FT)



VICINITY MAP
SCALE: 1" = 4,000'

UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
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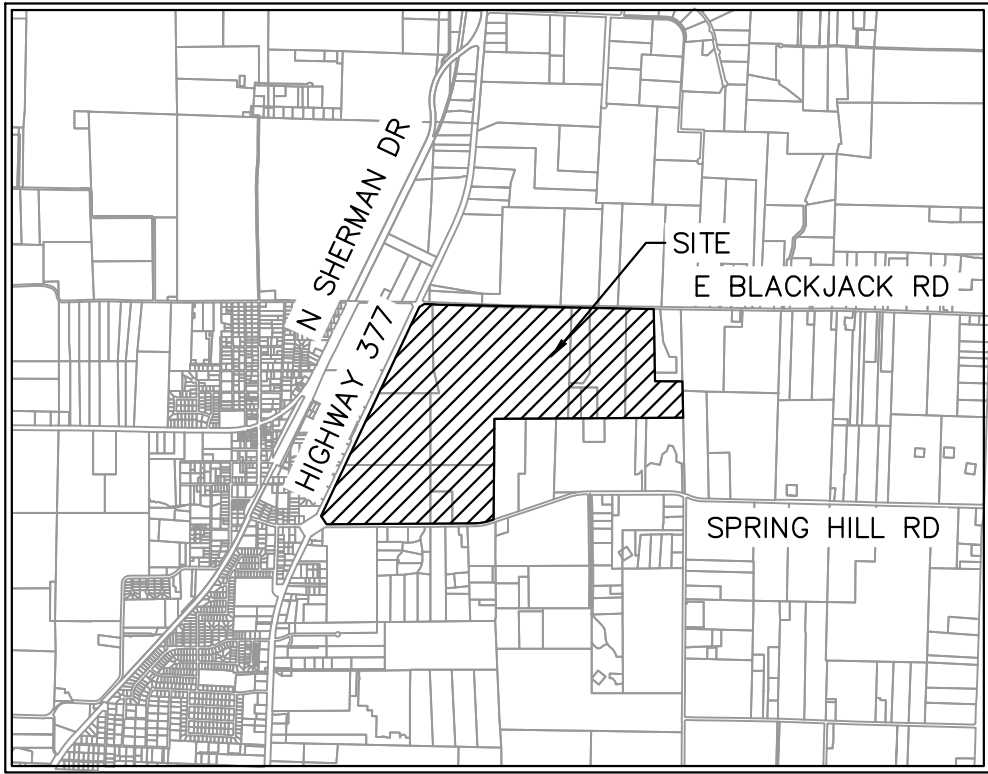
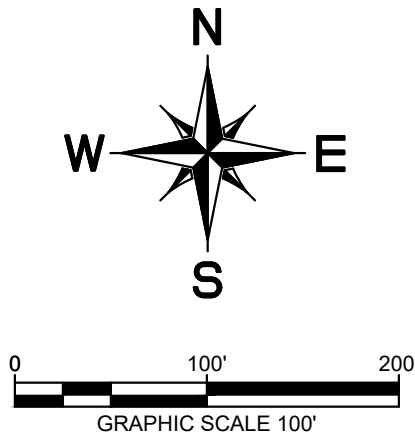
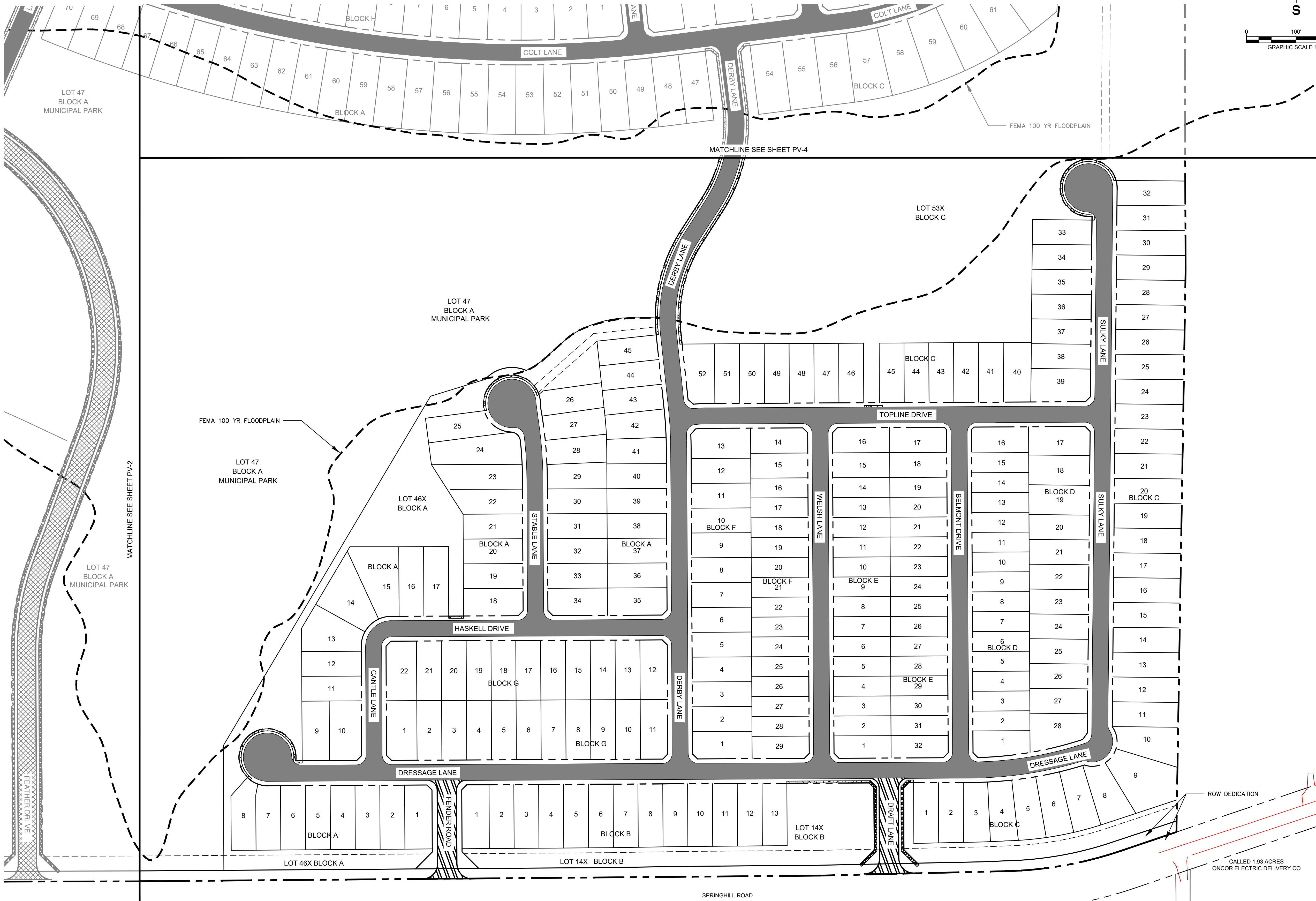
CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY SEWER SHED MAP FOR HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
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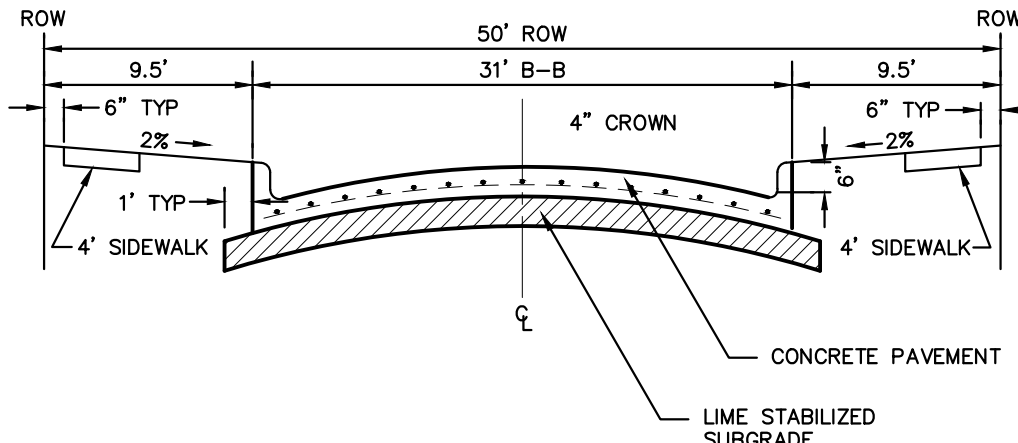
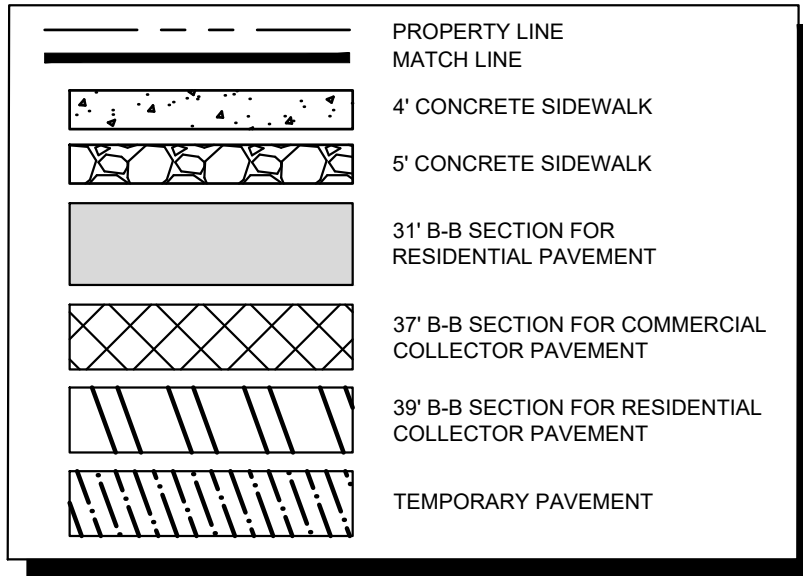
SURVEYOR: Kimley-Horn 6180 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackcap Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75215 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6180 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928				
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.		U-10
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103		

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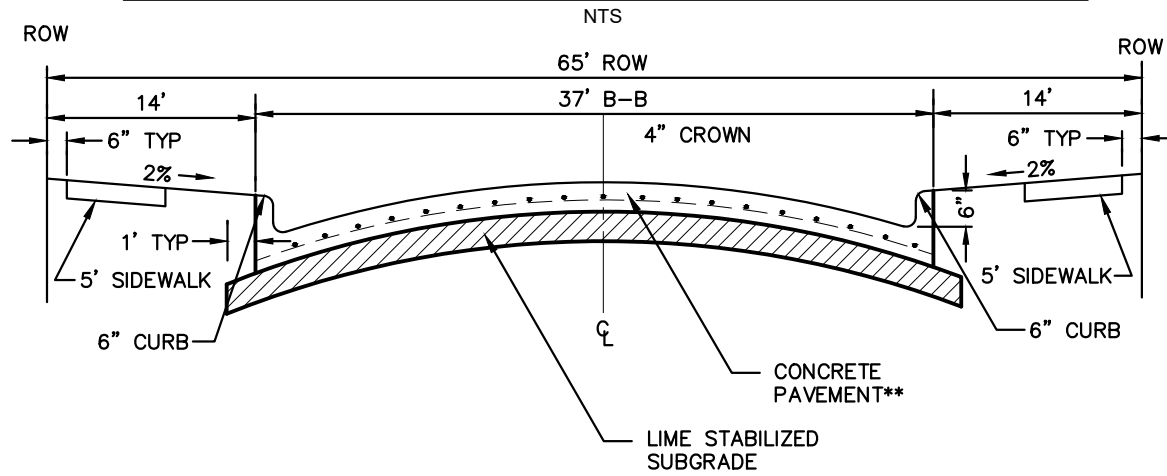
VICINITY MAP
SCALE: 1" = 4,000'

LEGEND



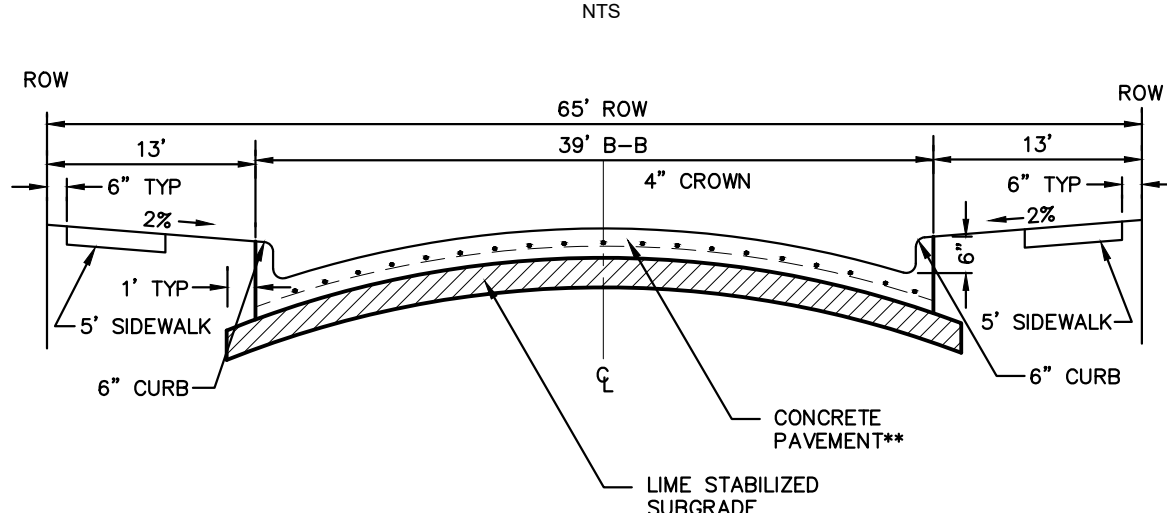
NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 6" THICK.

PARABOLIC RESIDENTIAL STREET SECTION



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 8" THICK.

COMMERCIAL COLLECTOR STREET SECTION



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 8" THICK.

RESIDENTIAL COLLECTOR STREET SECTION

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR

HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

OUT OF THE

FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

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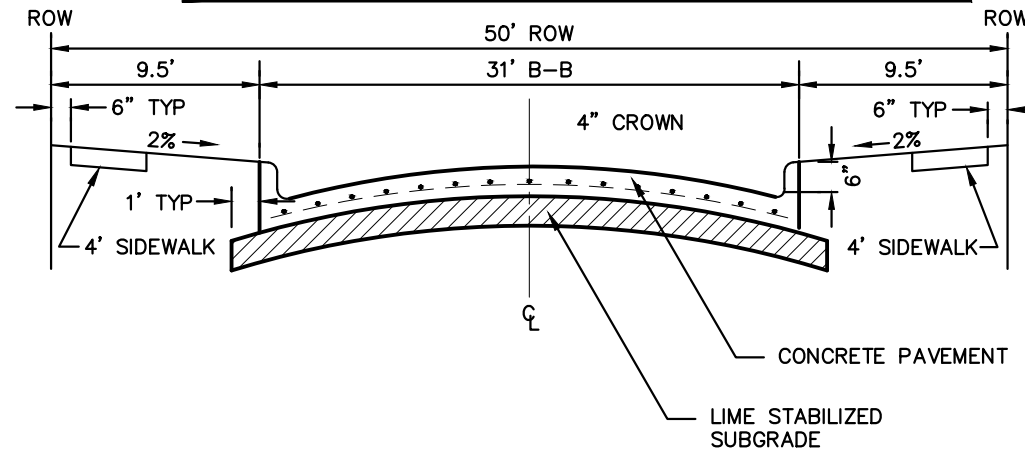
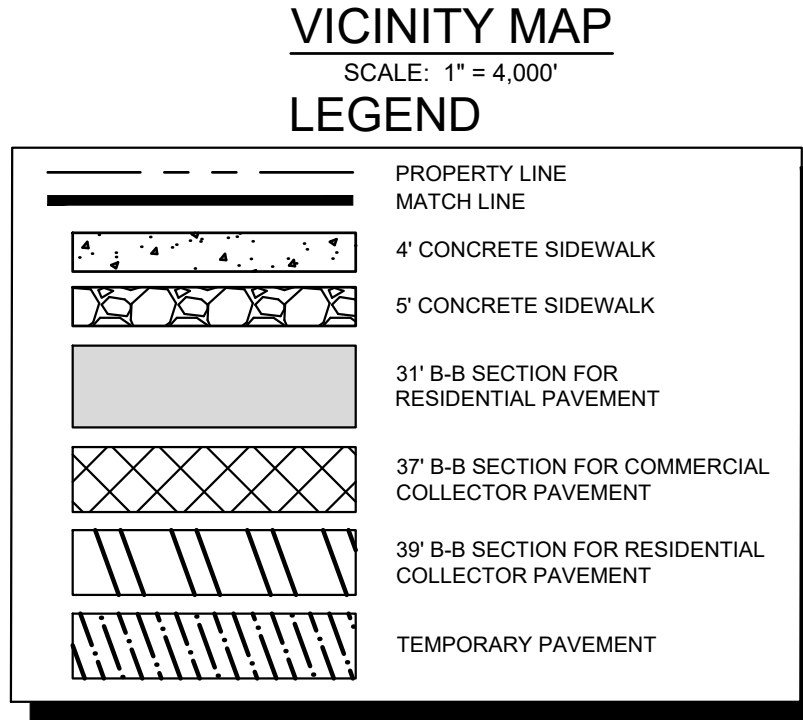
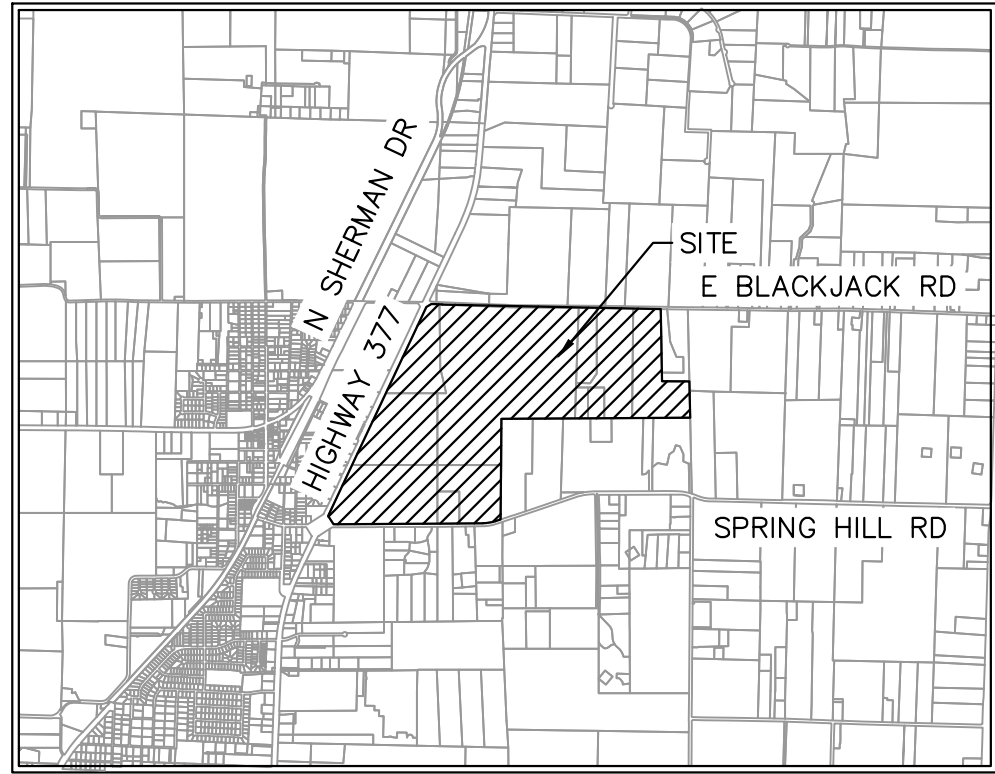
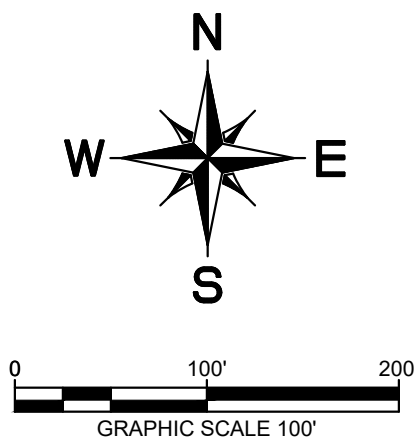
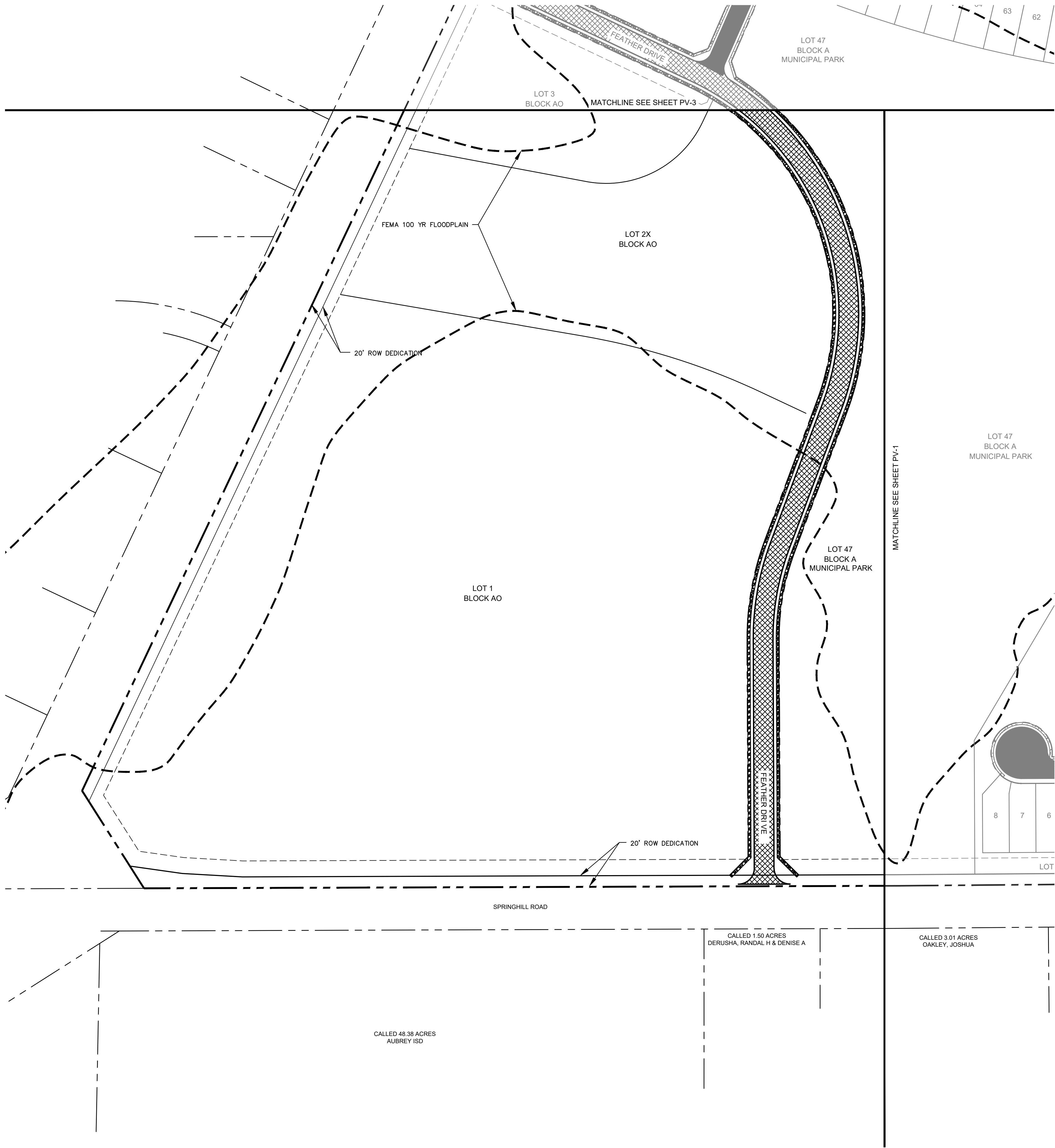
IN THE

CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75215 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd., Suite 202 Argyle, TX 75226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	PV-1

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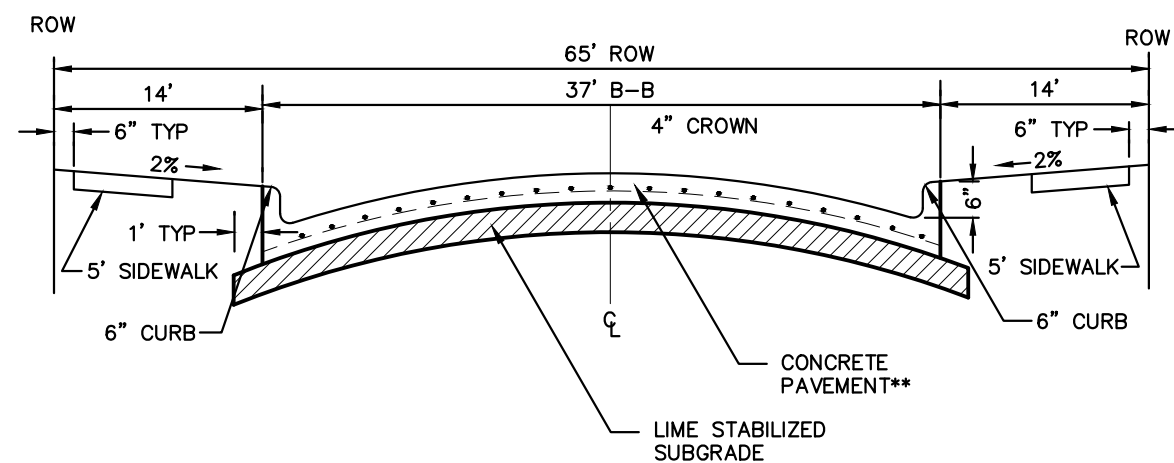
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PARABOLIC RESIDENTIAL STREET SECTION

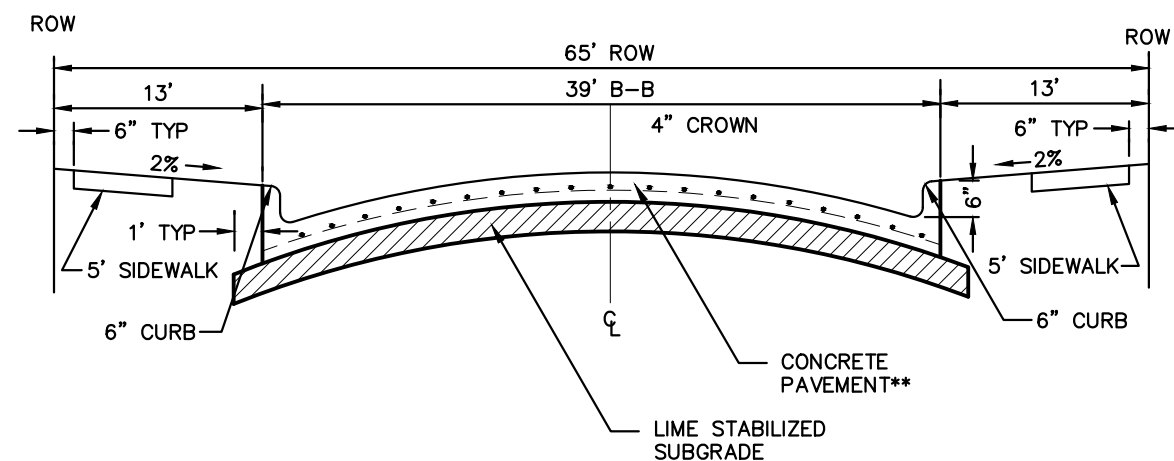
NTS



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 8" THICK.

COMMERCIAL COLLECTOR STREET SECTION

NTS



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RESIDENTIAL COLLECTOR STREET SECTION

NTS

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR

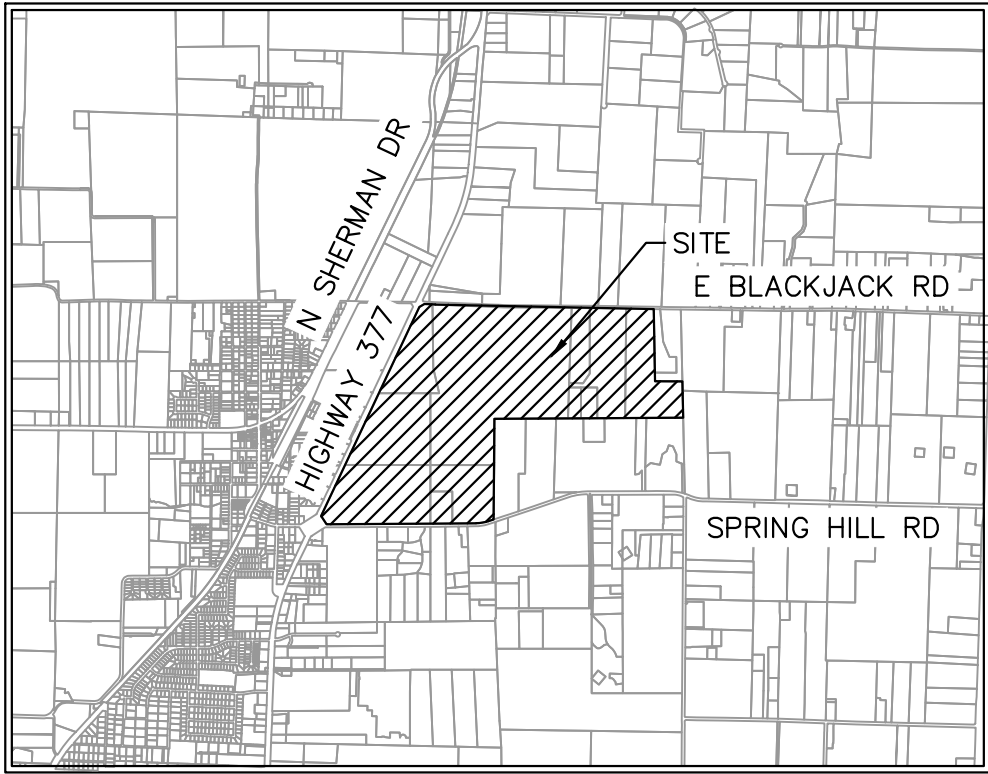
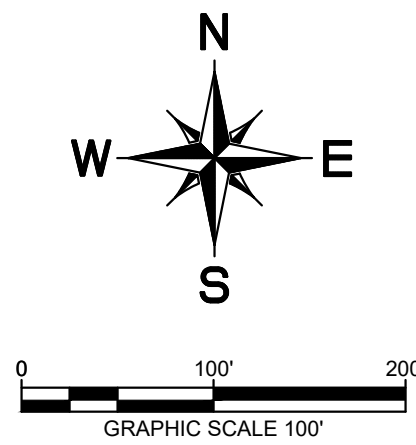
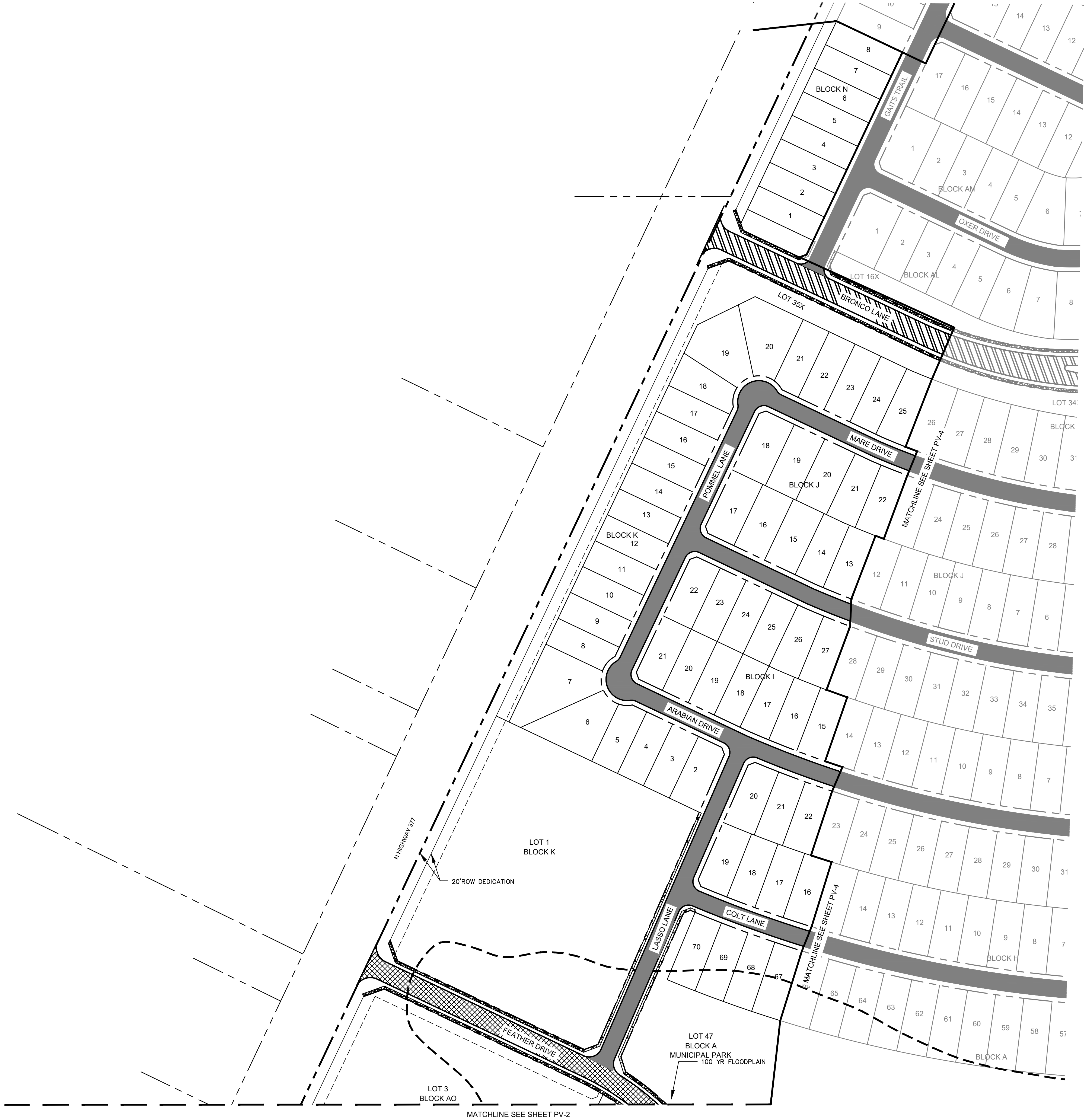
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN-THE

CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren PkWay, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	PV-2

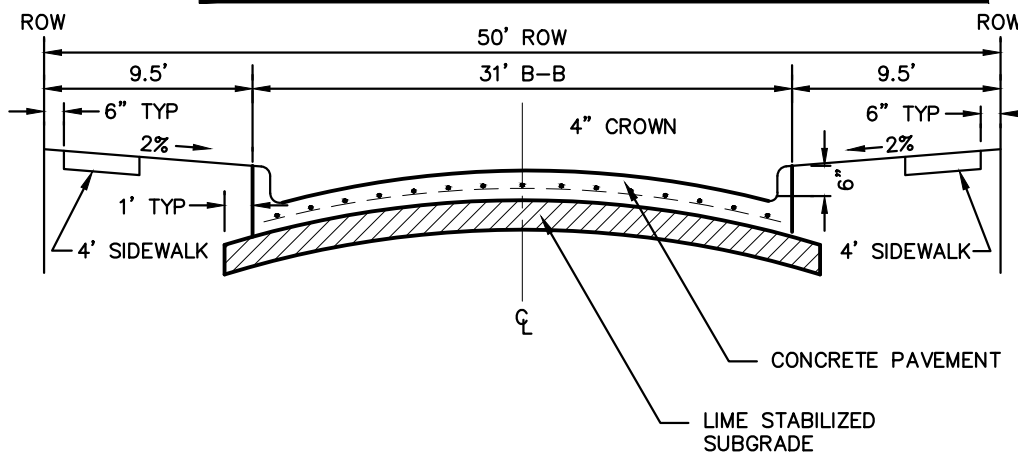


VICINITY MAP

SCALE: 1" = 4,000'

LEGEND

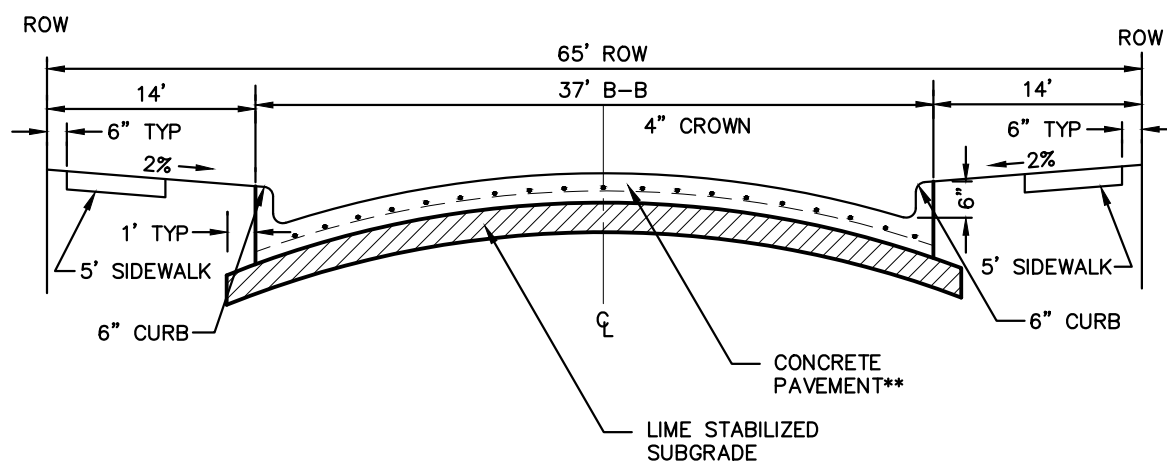
	PROPERTY LINE
	MATCH LINE
	4" CONCRETE SIDEWALK
	5" CONCRETE SIDEWALK
	31" B-B SECTION FOR RESIDENTIAL PAVEMENT
	37" B-B SECTION FOR COMMERCIAL COLLECTOR PAVEMENT
	39" B-B SECTION FOR RESIDENTIAL COLLECTOR PAVEMENT
	TEMPORARY PAVEMENT



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 6" THICK.

PARABOLIC RESIDENTIAL STREET SECTION

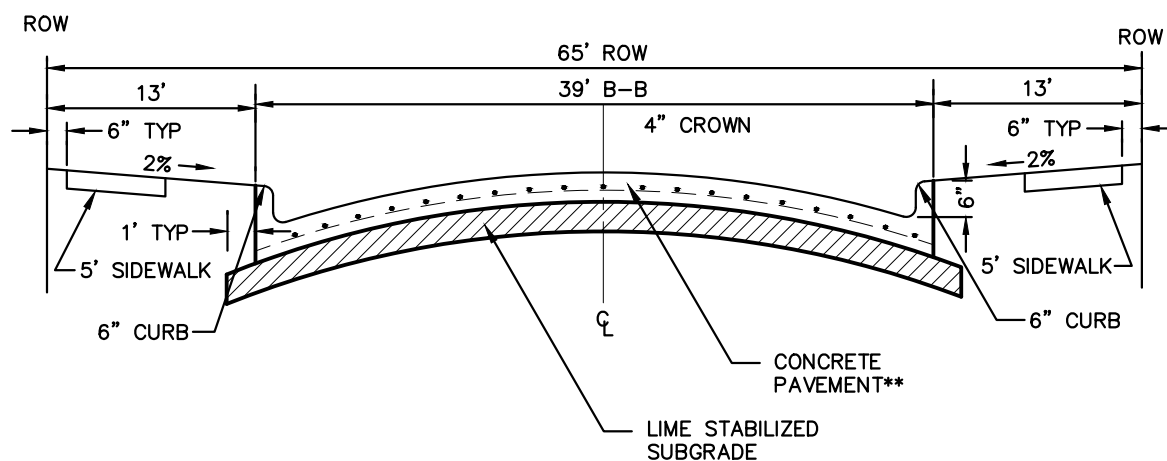
NTS



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 8" THICK.

COMMERCIAL COLLECTOR STREET SECTION

NTS



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RESIDENTIAL COLLECTOR STREET SECTION

NTS

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR

HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
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OUT OF THE

FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

AND THE

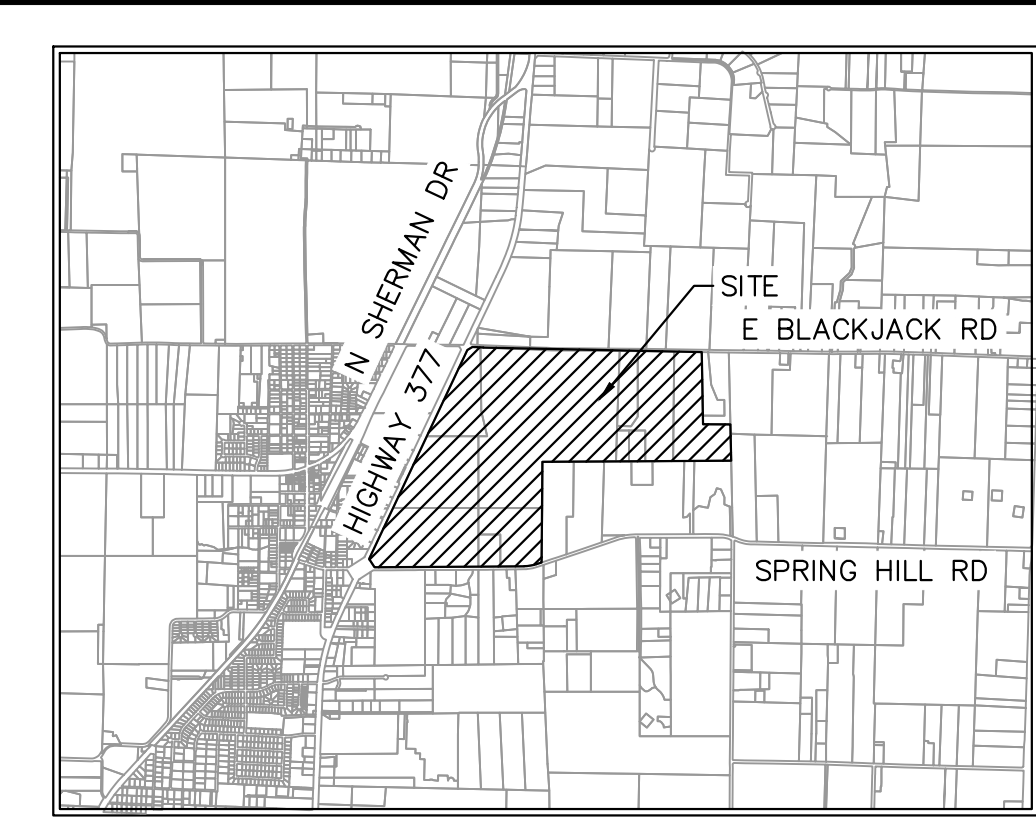
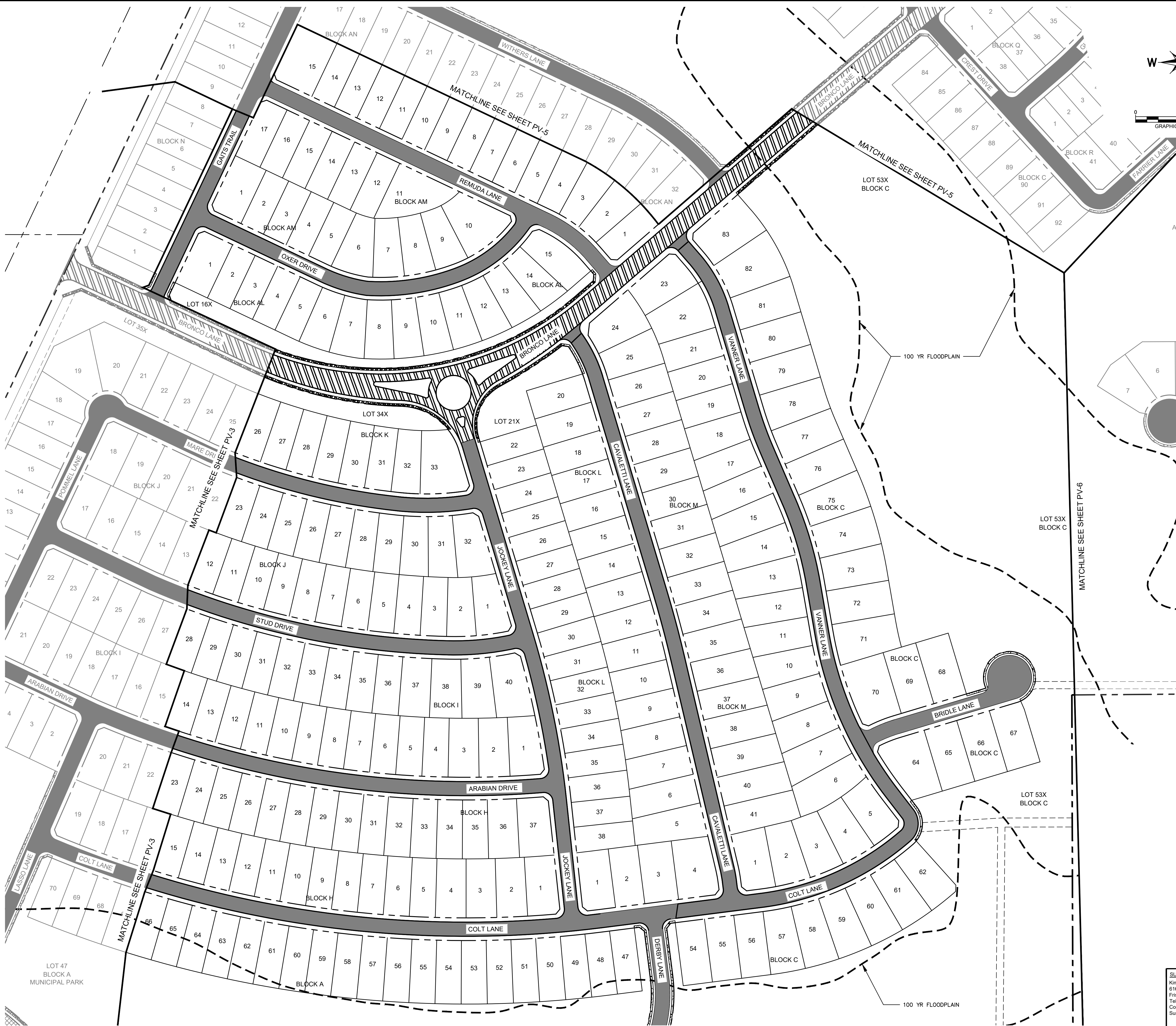
IN THE

CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey BlackJack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75215 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N. Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	PV-3

PLATTED BY: FRANCISCO TREVINO, 2020/09/03, CIRCLE Y RANCH CAD PRELIMINARY PLANS SHEETS PV-1 PAVING PLAN DWG [PV-1]
DRAWN BY: KIMLEY-HORN, 2020/09/03, CIRCLE Y RANCH CAD PRELIMINARY PLANS SHEETS PV-1 PAVING PLAN DWG [PV-1]
LAST SAVED: 2020/09/03 2:51 PM

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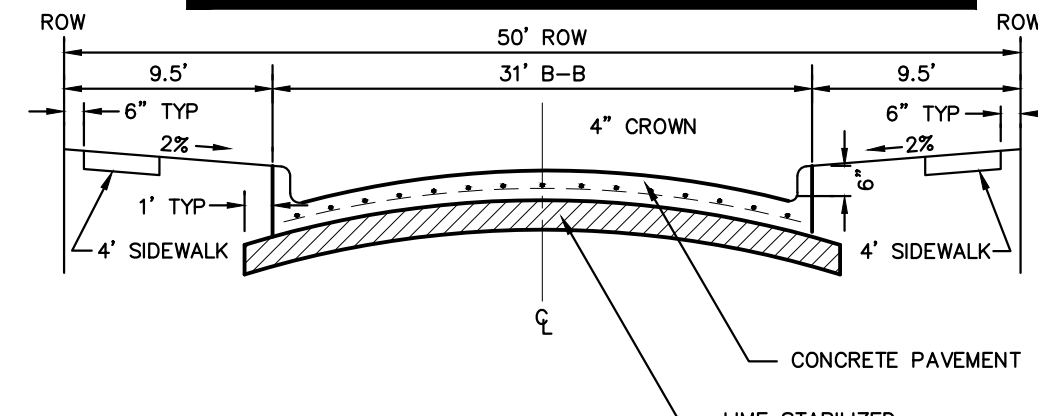


VICINITY MAP

SCALE: 1" = 4,000'

LEGEND

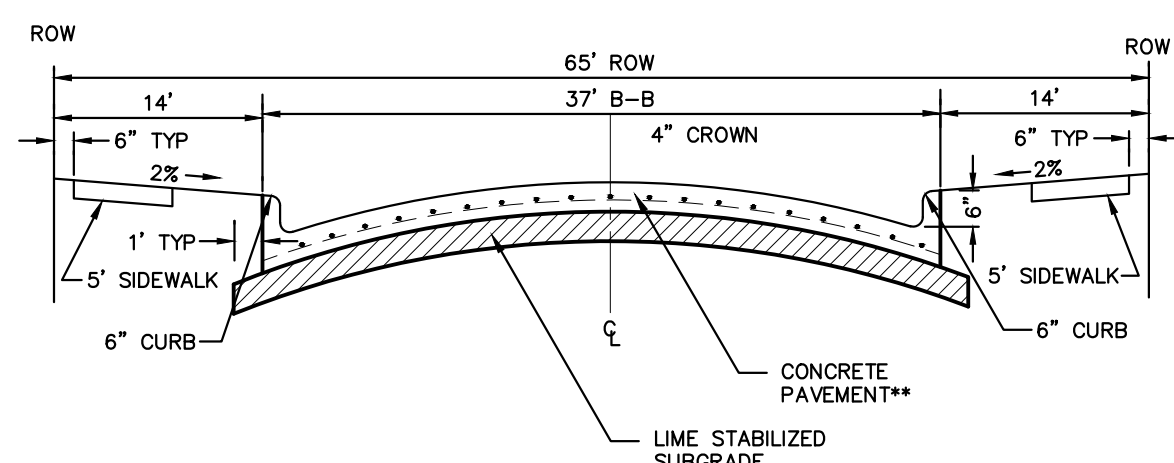
	PROPERTY LINE
	MATCH LINE
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	5' CONCRETE SIDEWALK
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PARABOLIC RESIDENTIAL STREET SECTION

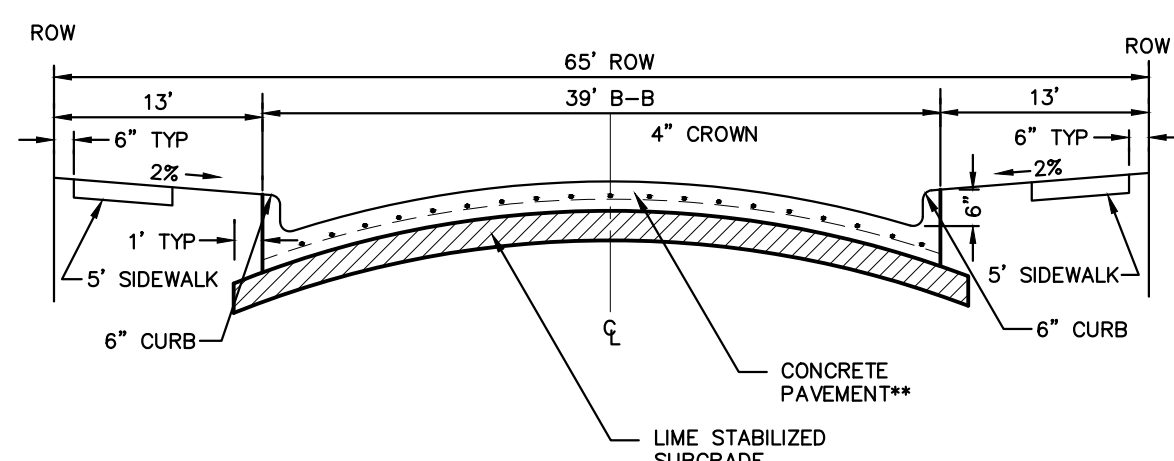
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COMMERCIAL COLLECTOR STREET SECTION

NTS



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RESIDENTIAL COLLECTOR STREET SECTION

NTS

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR

HIGH POINTE RANCH

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OUT OF THE

FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

AND THE

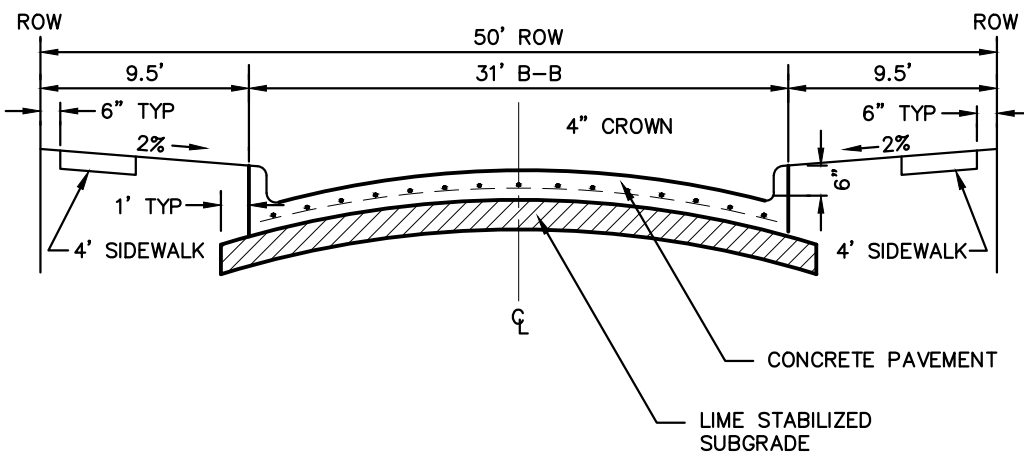
IN-TIME

CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjak Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928													
<table><tr><td>DESIGNED</td><td>DRAWN</td><td>CHECKED</td><td>SCALE</td><td>DATE</td><td>KH PROJECT NO.</td></tr><tr><td>DKT</td><td>DKT</td><td>TLF</td><td>AS SHOWN</td><td>SEPT. 2021</td><td>2020103</td></tr></table>				DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	PV-4
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.											
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103											

PLATTED BY: FRANCIS, BECKER, 20200215.DWG
DRAWN NAME: KJRI CIVIL/FRISCO SINGLE FAMILY PURSUITS_2020/202003 - CIRCLE Y RANCH/CD/PRELIMINARY PLANS/SHEETS/PV-1 PAVING PLAN.DWG[PV-5]
LAST SAVED: 2/9/2022 5:51 PM

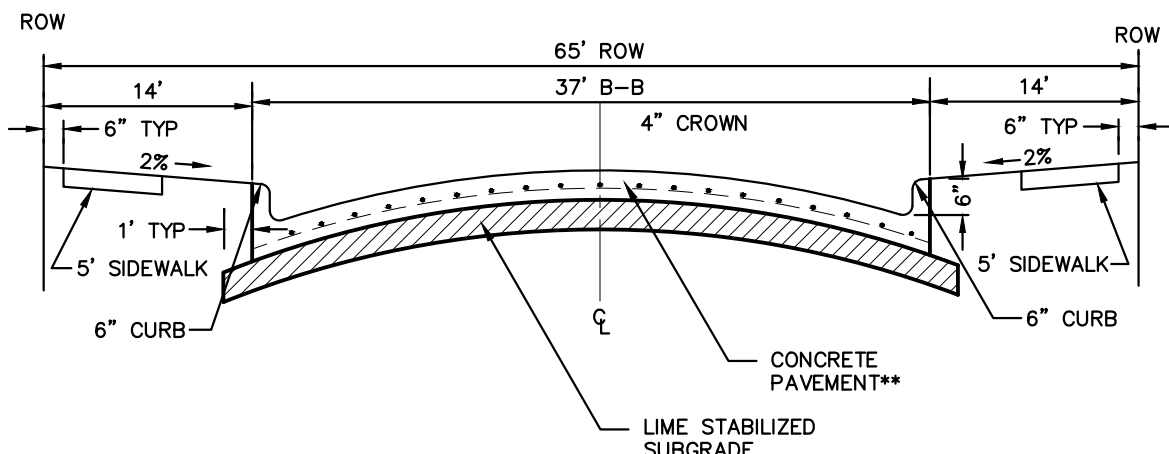
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PARABOLIC RESIDENTIAL STREET SECTION

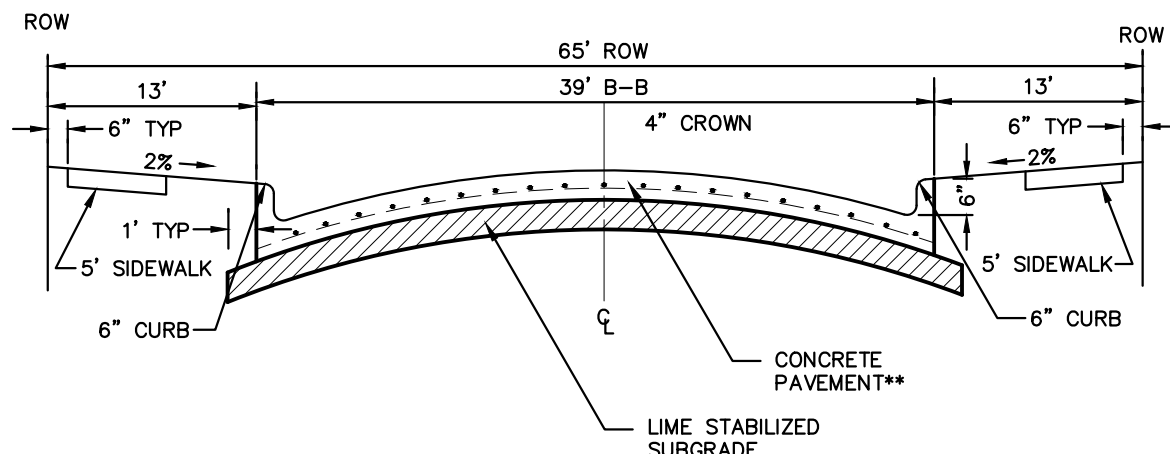
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NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 8" THICK.

COMMERCIAL COLLECTOR STREET SECTION

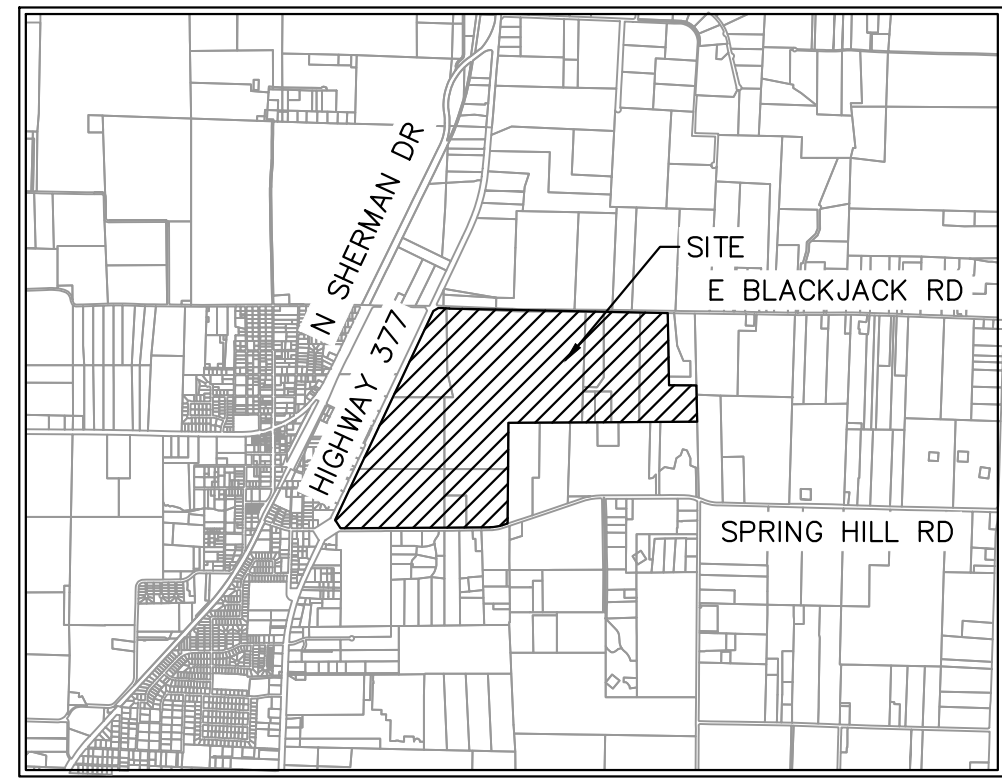
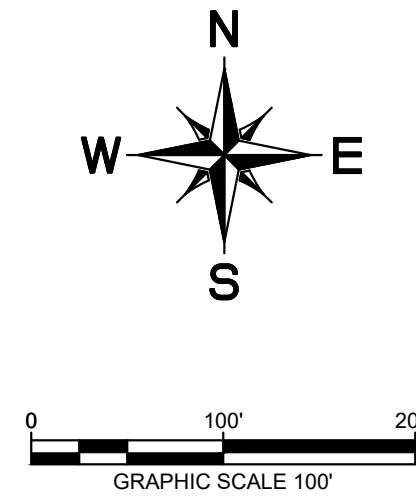
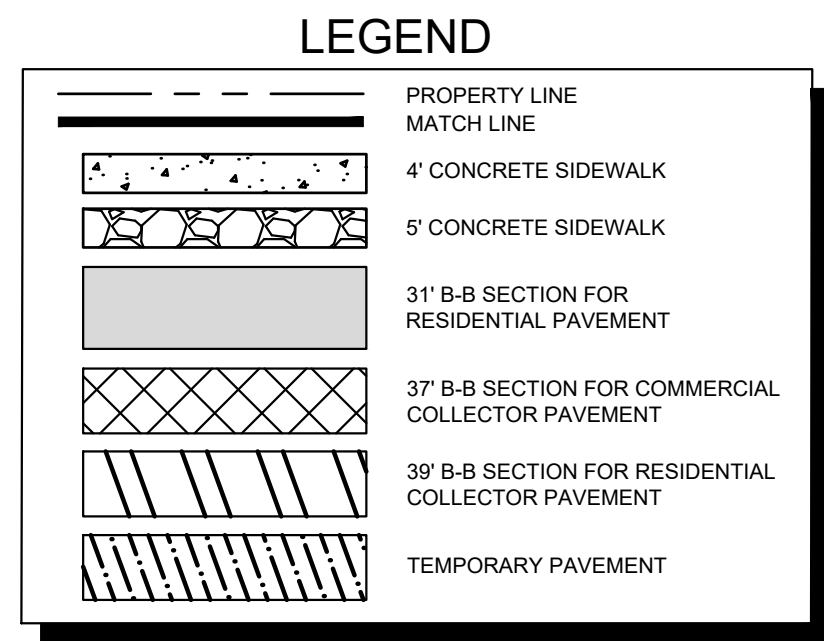
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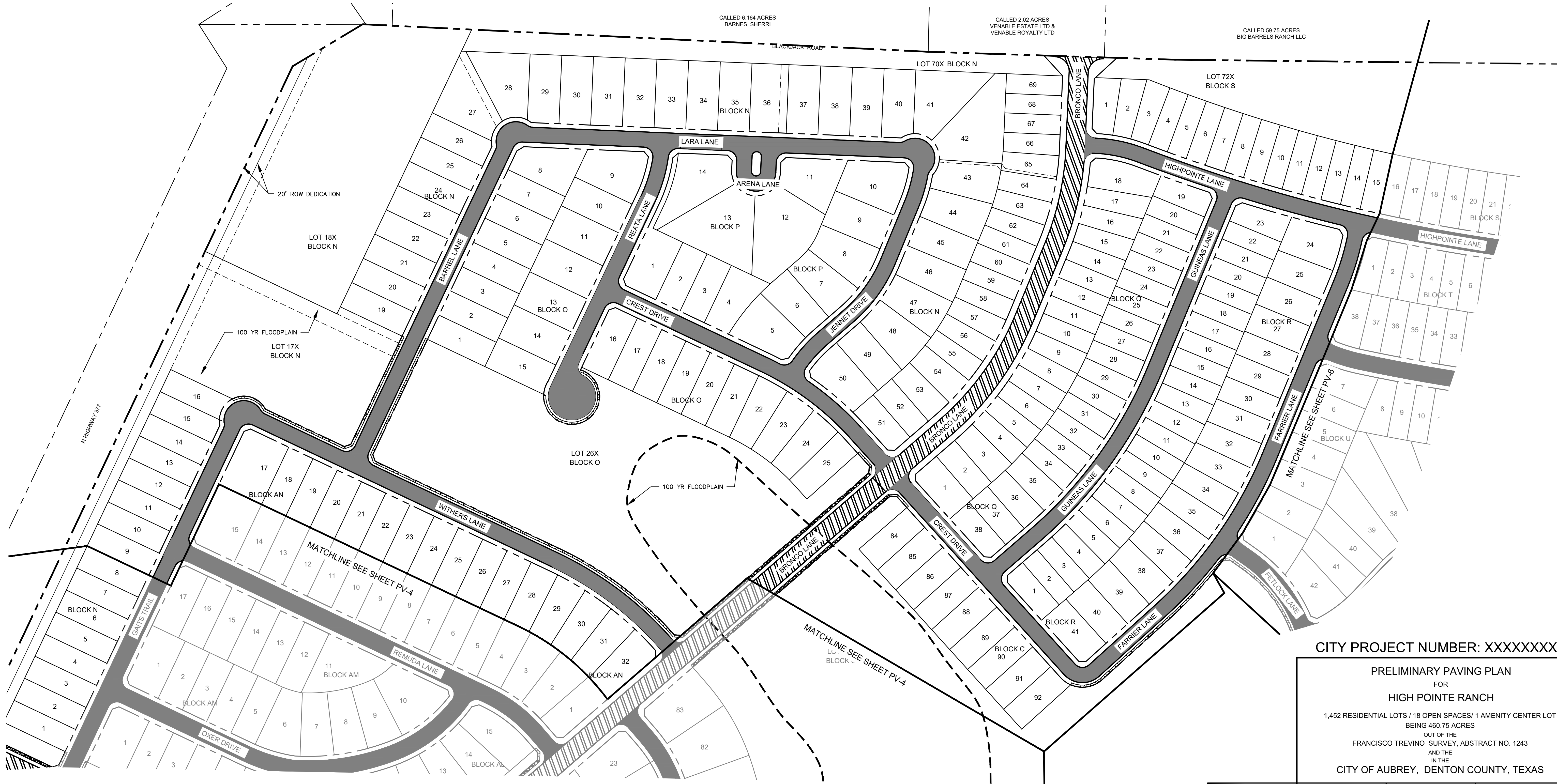
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RESIDENTIAL COLLECTOR STREET SECTION

NTS



VICINITY MAP
SCALE: 1" = 4,000'



CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR

HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

AND THE
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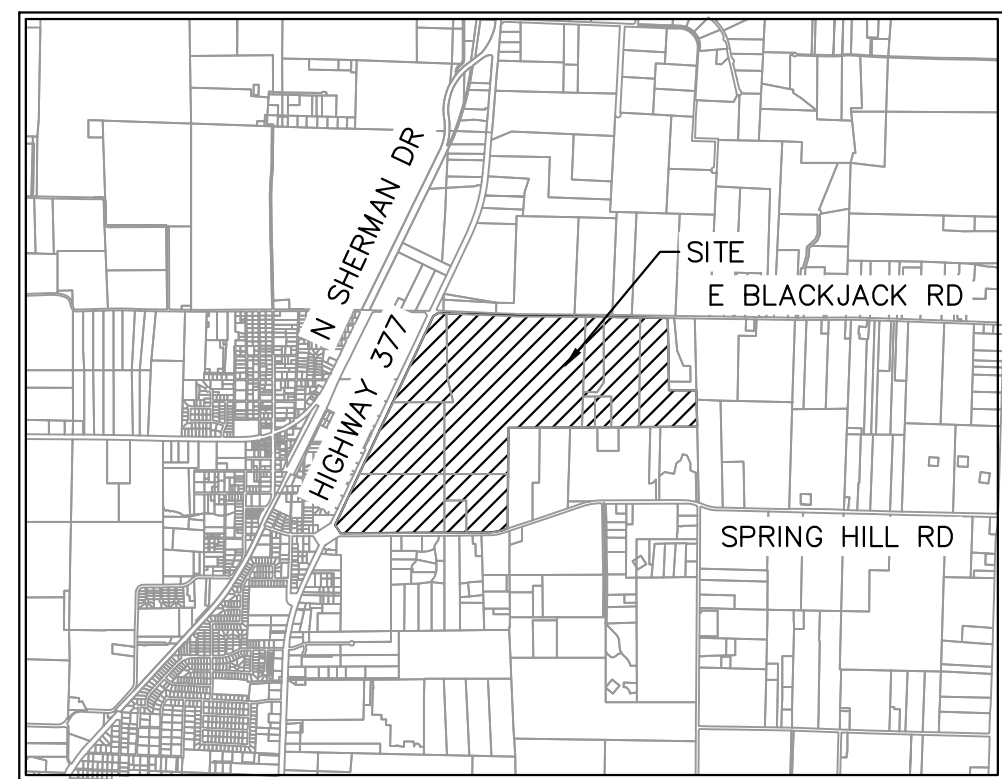
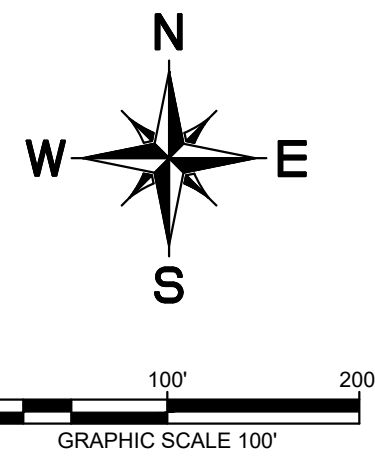
SURVEYOR:
Kimley-Horn
6160 Warren Parkway
Frisco, TX 75215
Tel: (469) 353-6058
Contact: Sylvia Gunawan
Surveyor #6461

OWNER/DEVELOPER:
Aubrey Blackjack Partners, LLC
4514 Cole Ave., Suite 1650
Dallas, TX 75205
Tel: (214) 674-9570
Contact: Chad Vose

OWNER/DEVELOPER:
FM Land Investments I, LLC
138 Old Town Blvd. N., Suite 202
Argyle, TX 76226
Tel: (972) 740-5725
Contact: David Marks & Walter Foss

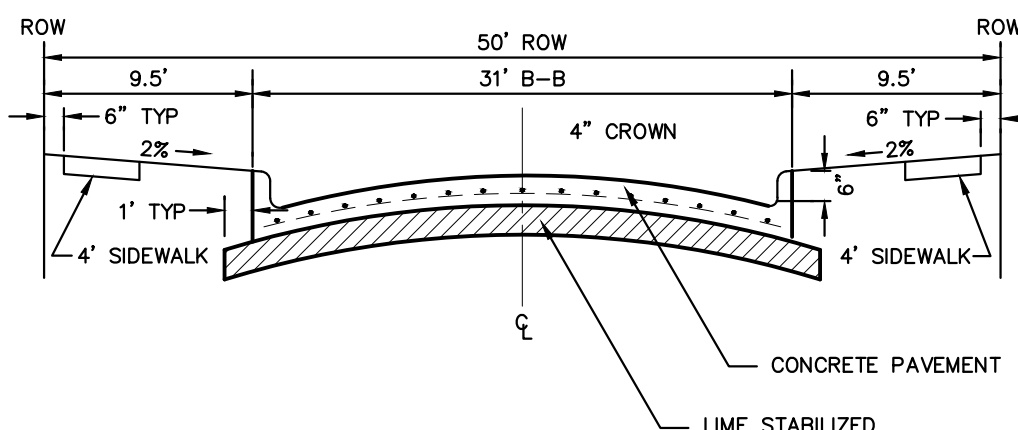
ENGINEER:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Thomas Fletcher, P.E.
Registration F-928

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	PV-5



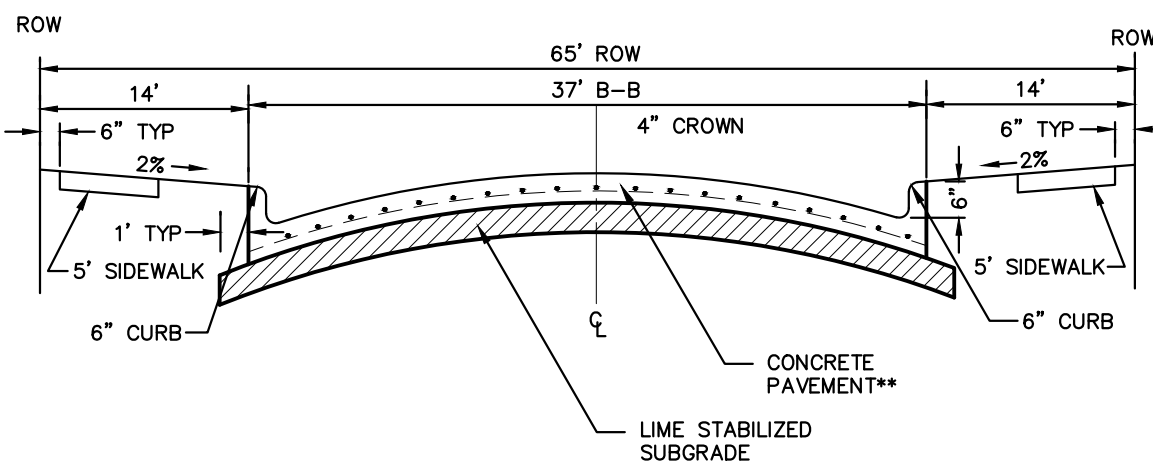
VICINITY MAP
SCALE: 1" = 4,000'

- | | |
|--|---|
| | PROPERTY LINE |
| | MATCH LINE |
| | 4' CONCRETE SIDEWALK |
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| | TEMPORARY PAVEMENT |



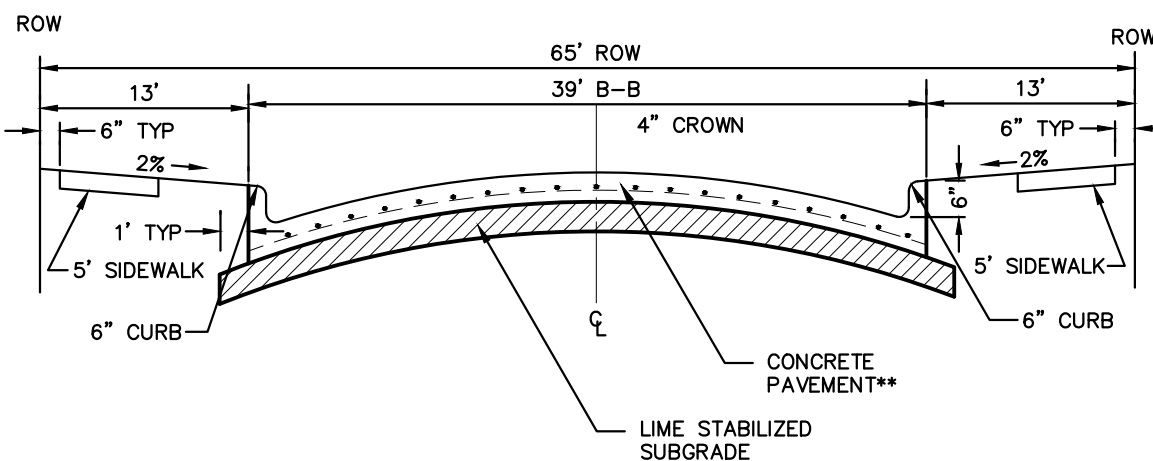
NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 6" THICK.

NTS



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NTS



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NTS

PRELIMINARY PAVING PLAN

FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

FRANCISCO TREVIÑO SURVEY, ABSTRACT NO. 1243
AND THE

CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR

Kimley-Horn
6160 Warren Pkwy
Frisco, TX 75215
Tel: (469) 353-6058
Contact: Sylviana Gunawan
Surveyor #6461

OWNER/DEVELOPER

Aubrey Blackjack Partners, LLC
4514 Cole Ave., Suite 1650
Dallas, TX 75205
Tel: (214) 674-9570
Contact: Chad Vose

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Argyle, TX 76226
Tel: (972) 740-5725
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Foss

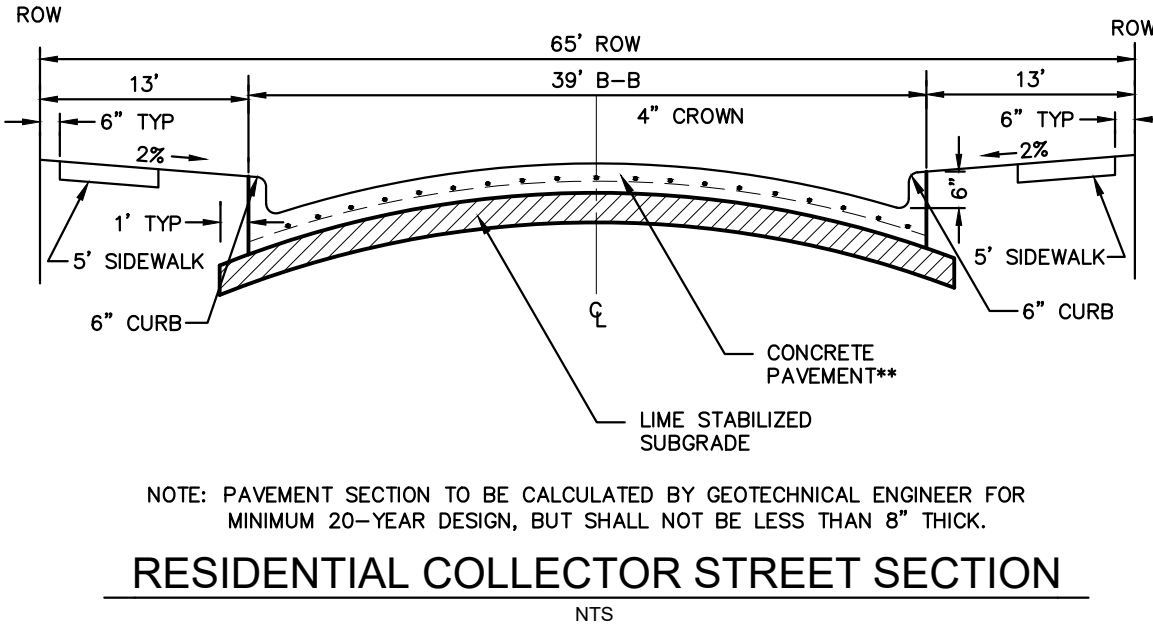
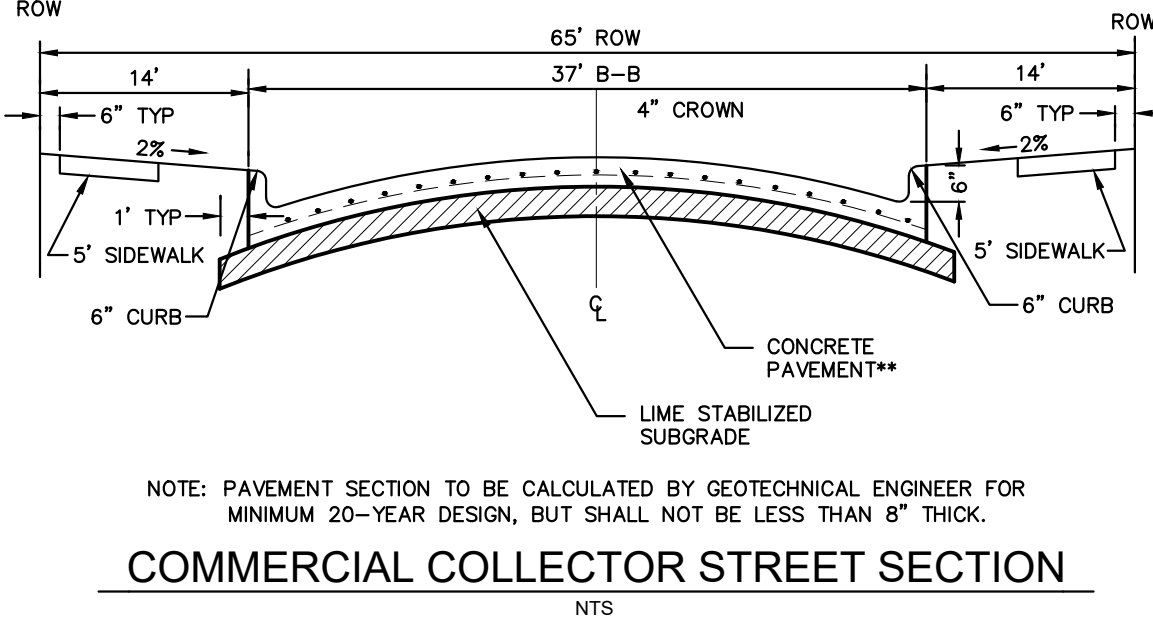
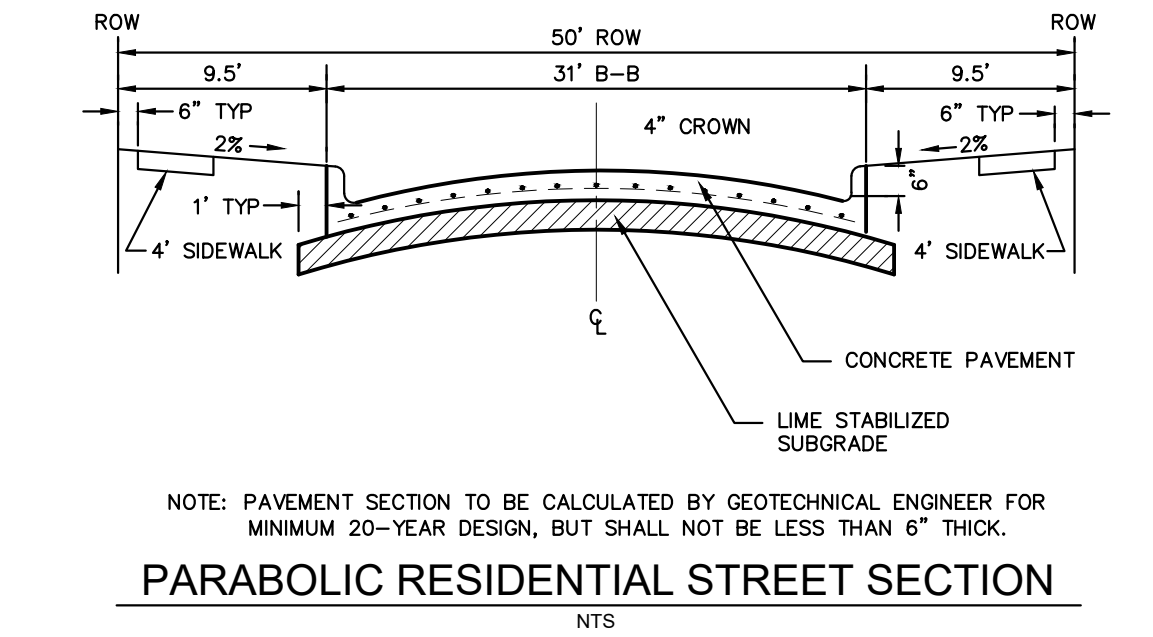
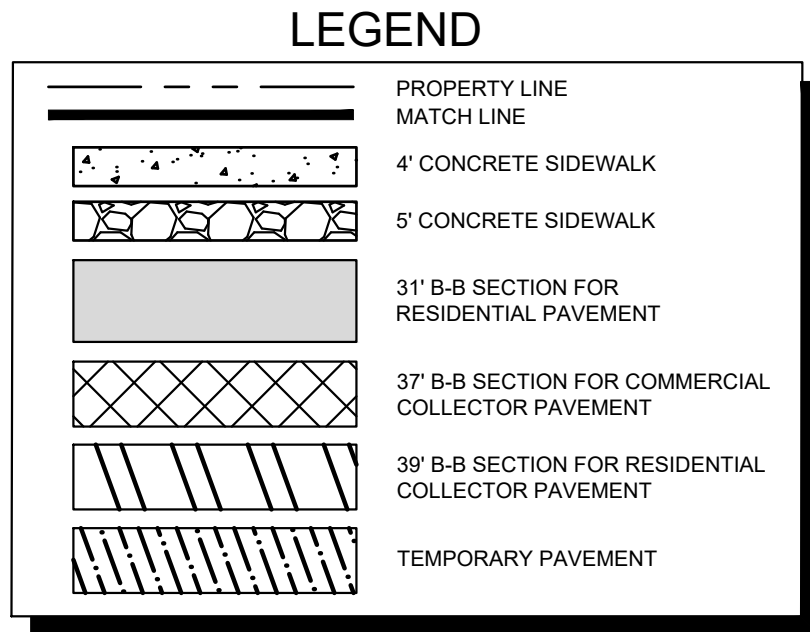
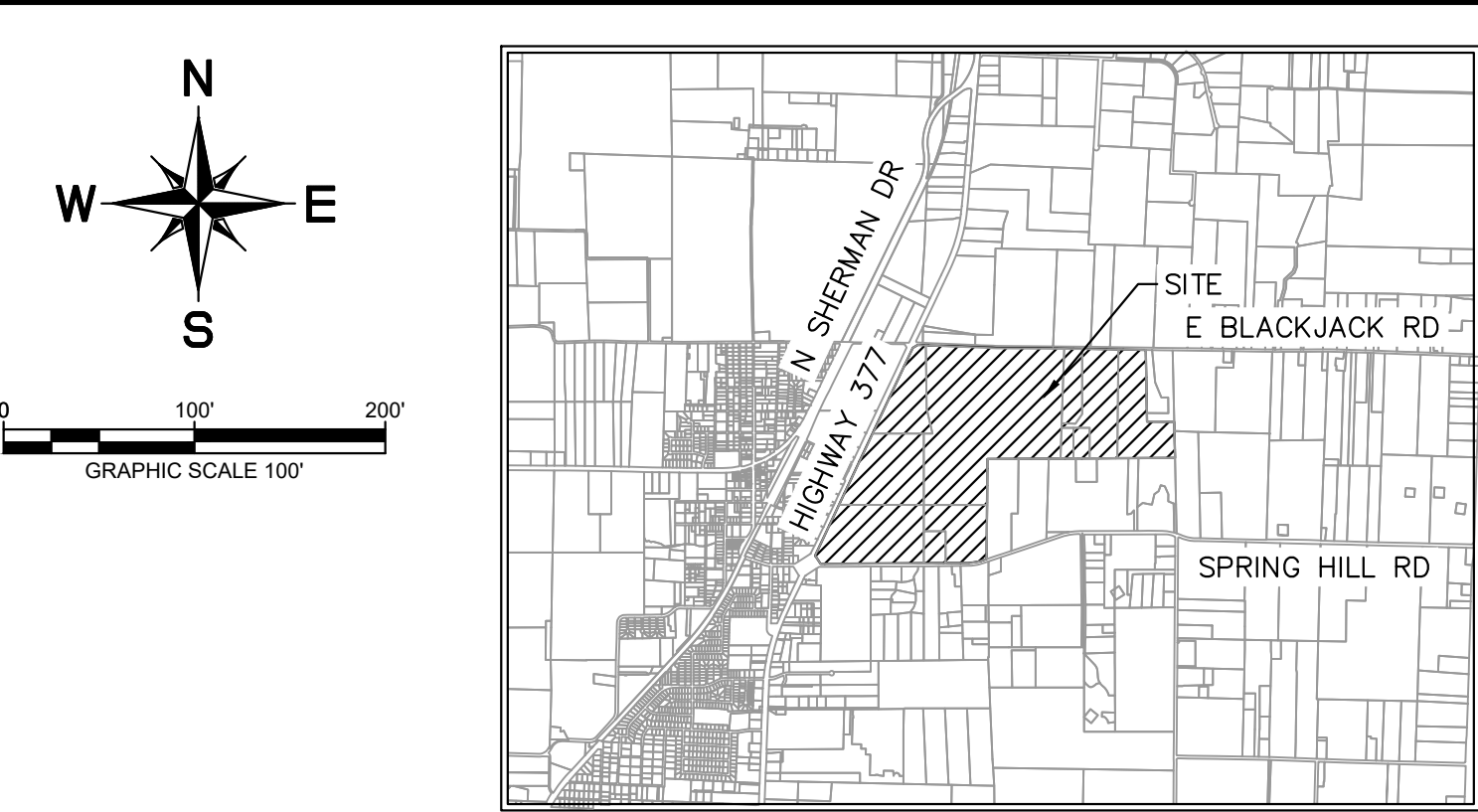
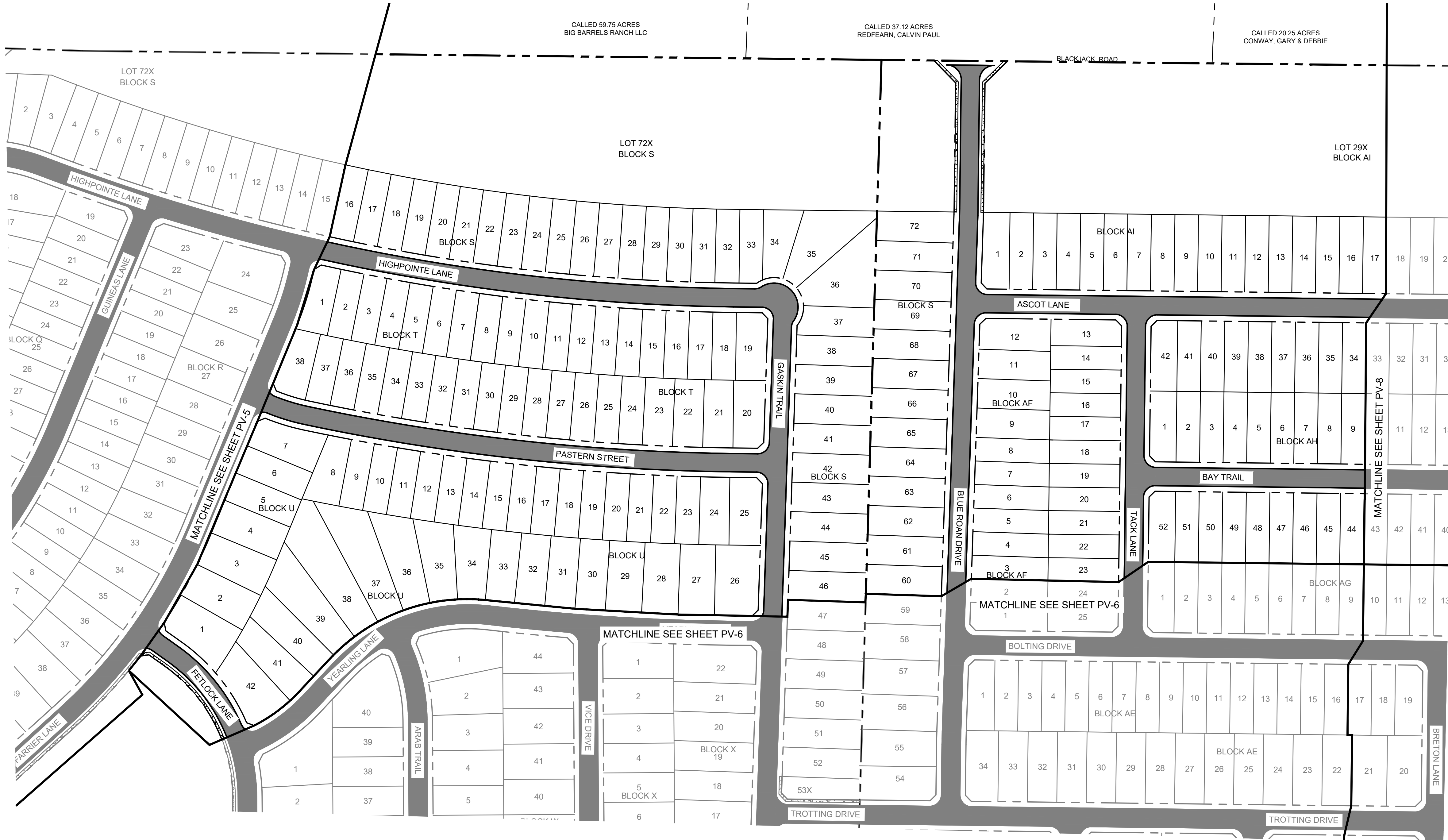
ENGINEER:

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Thomas Fletcher, P.E.
Registration F-928

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	PV-6
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	

PLATTED BY: FRANCIS, HORN & ASSOCIATES, INC. DATE: 09/20/2021
DRAWN BY: KIMLEY-HORN & ASSOCIATES, INC. DATE: 09/20/2021
LAST SAVED: 2/20/2021 2:56 PM

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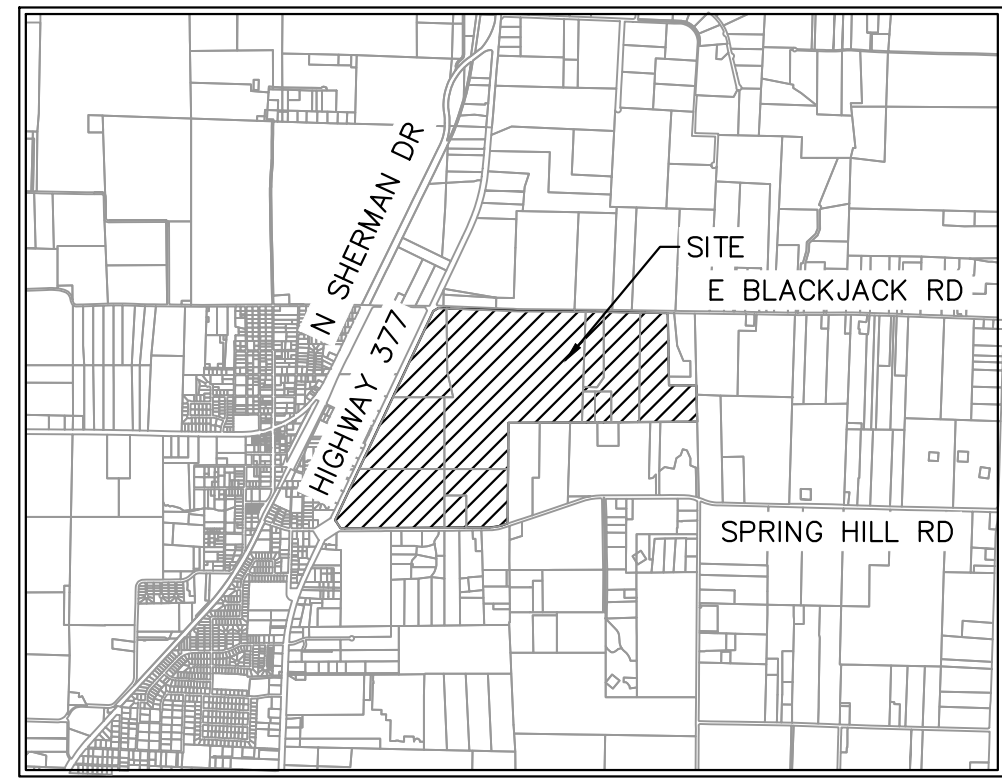


CITY PROJECT NUMBER: XXXXXXXXXX

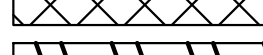
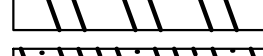
PRELIMINARY PAVING PLAN
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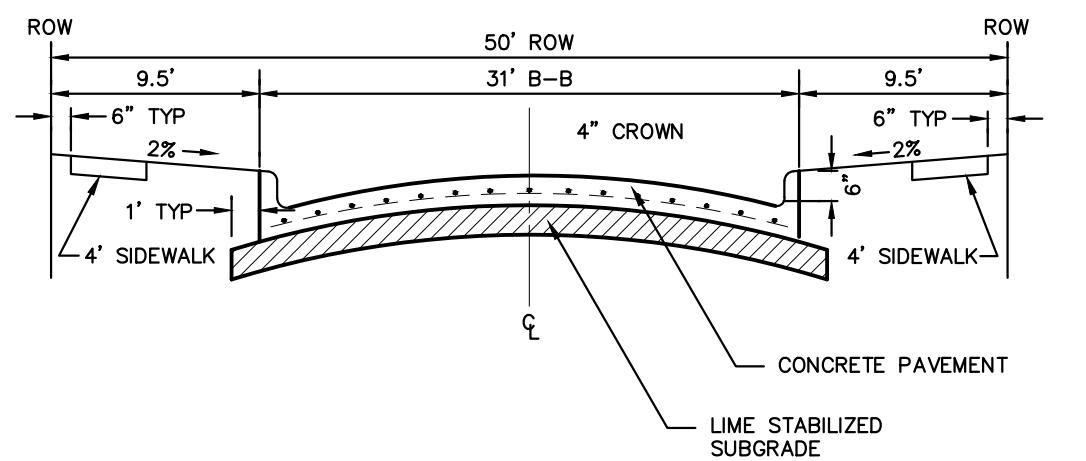
SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT 2021	KH PROJECT NO. 2020103	PV-7

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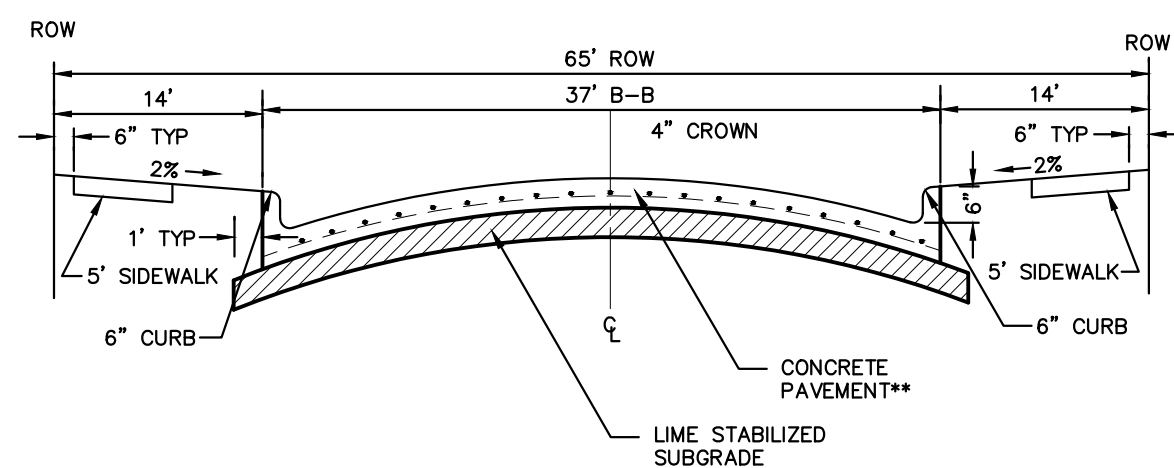
SCALE: 1" = 4,000'

	PROPERTY LINE MATCH LINE
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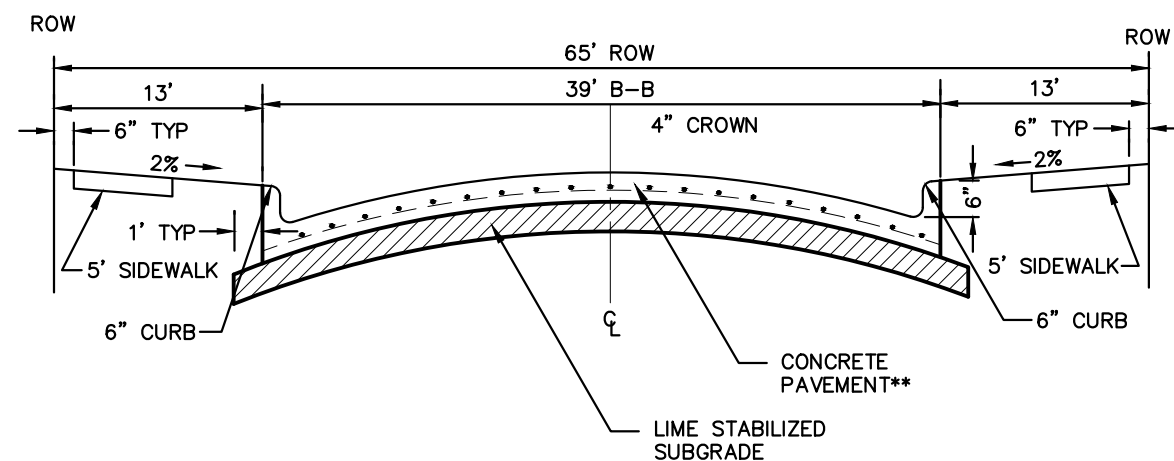
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NTS



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NTS

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR

HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

OUT OF THE

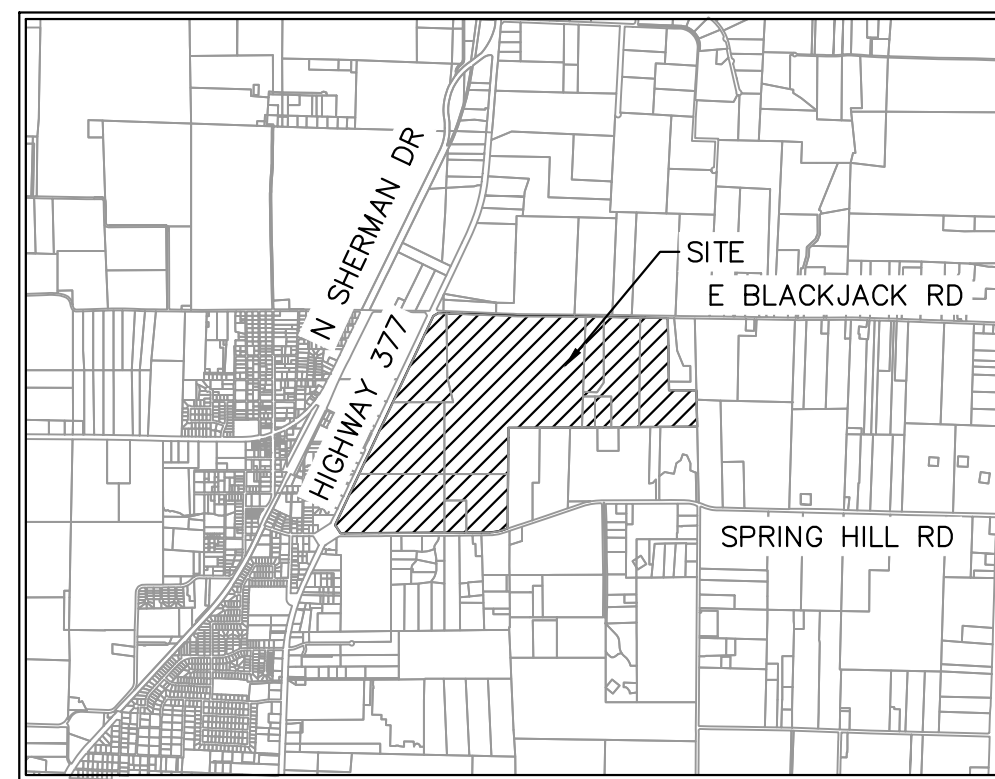
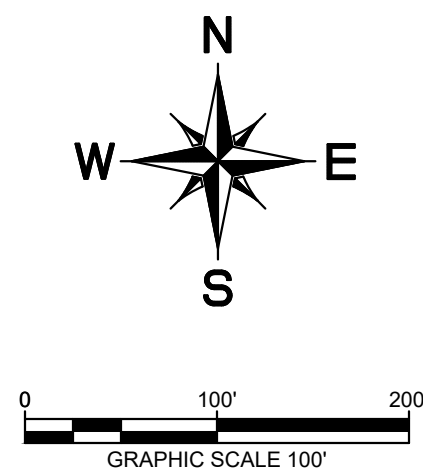
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

AND THE

CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Parkway Frisco, TX 75034 Tel: (469) 353-6058 Contact: Shylani Surveyor: #54614	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-1670 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd., N. Suite 202 Frisco, TX 75029 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER:  6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-5580 Contact: Thomas Fleischer, P.E. Registration # 928		
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
DKT	DKT	TLF	AS SHOWN	SEP 21	20201003

PV-8

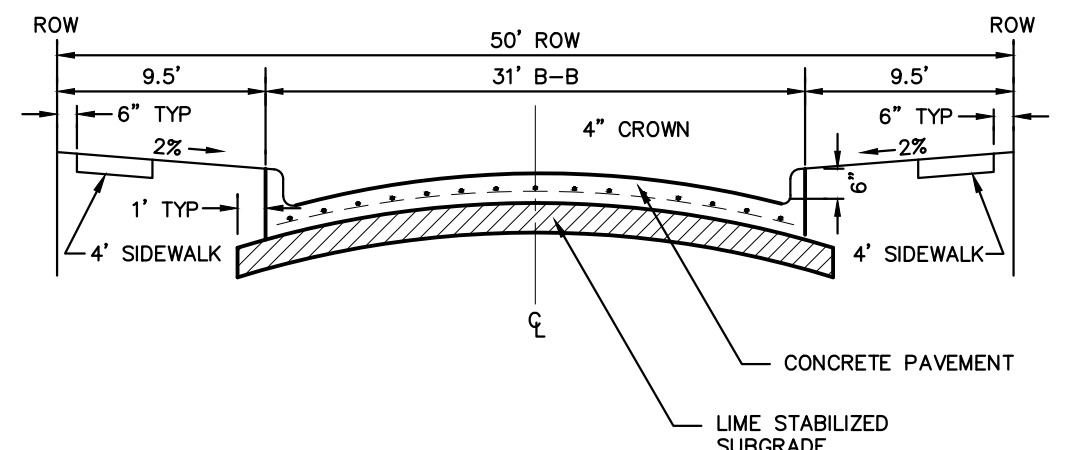


VICINITY MAP

SCALE: 1" = 4,000'

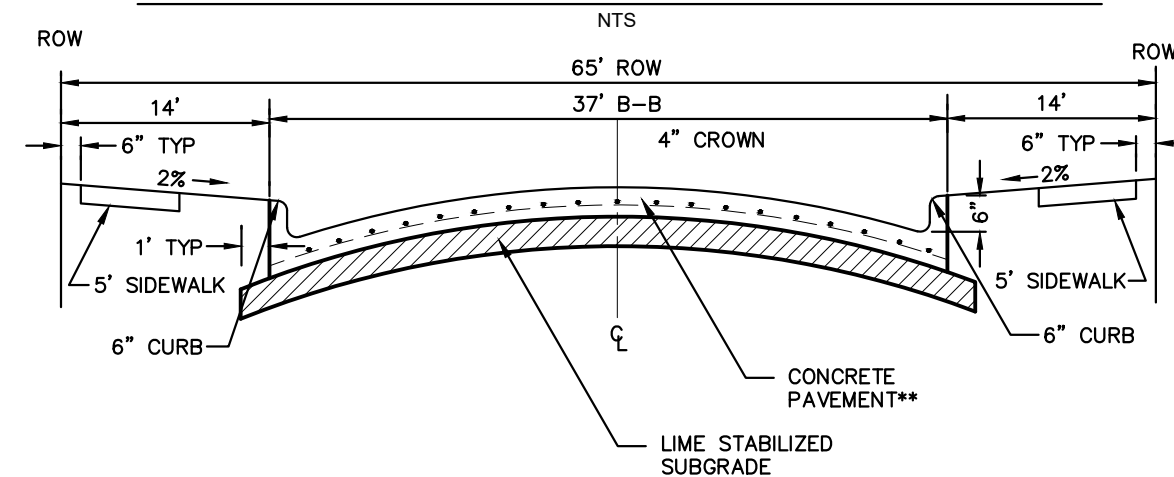
LEGEND

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	TEMPORARY PAVEMENT



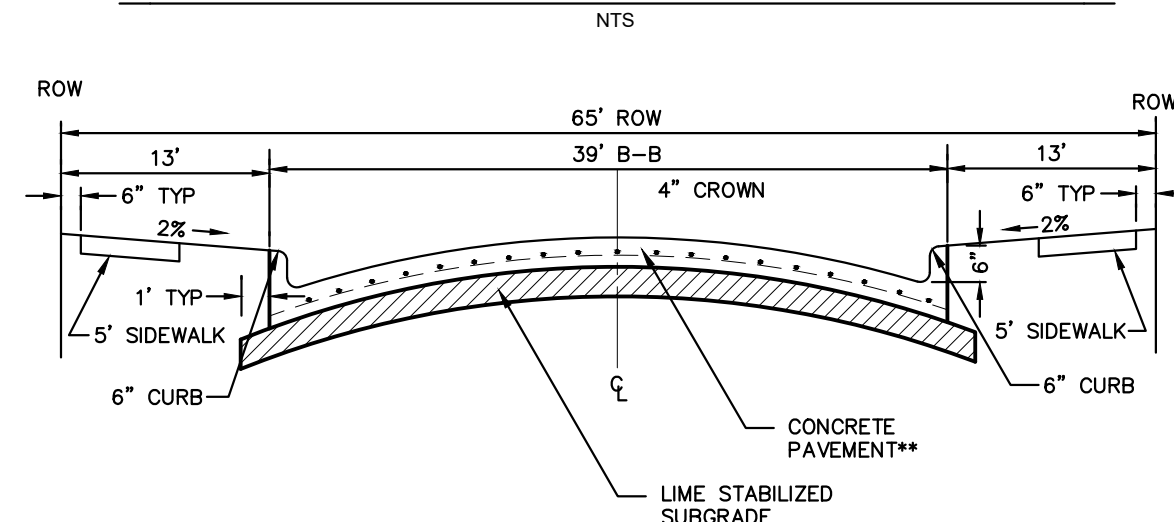
NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 6" THICK.

PARABOLIC RESIDENTIAL STREET SECTION



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 8" THICK.

COMMERCIAL COLLECTOR STREET SECTION



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 8" THICK.

RESIDENTIAL COLLECTOR STREET SECTION

NTS

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR

HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

OUT OF THE

FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

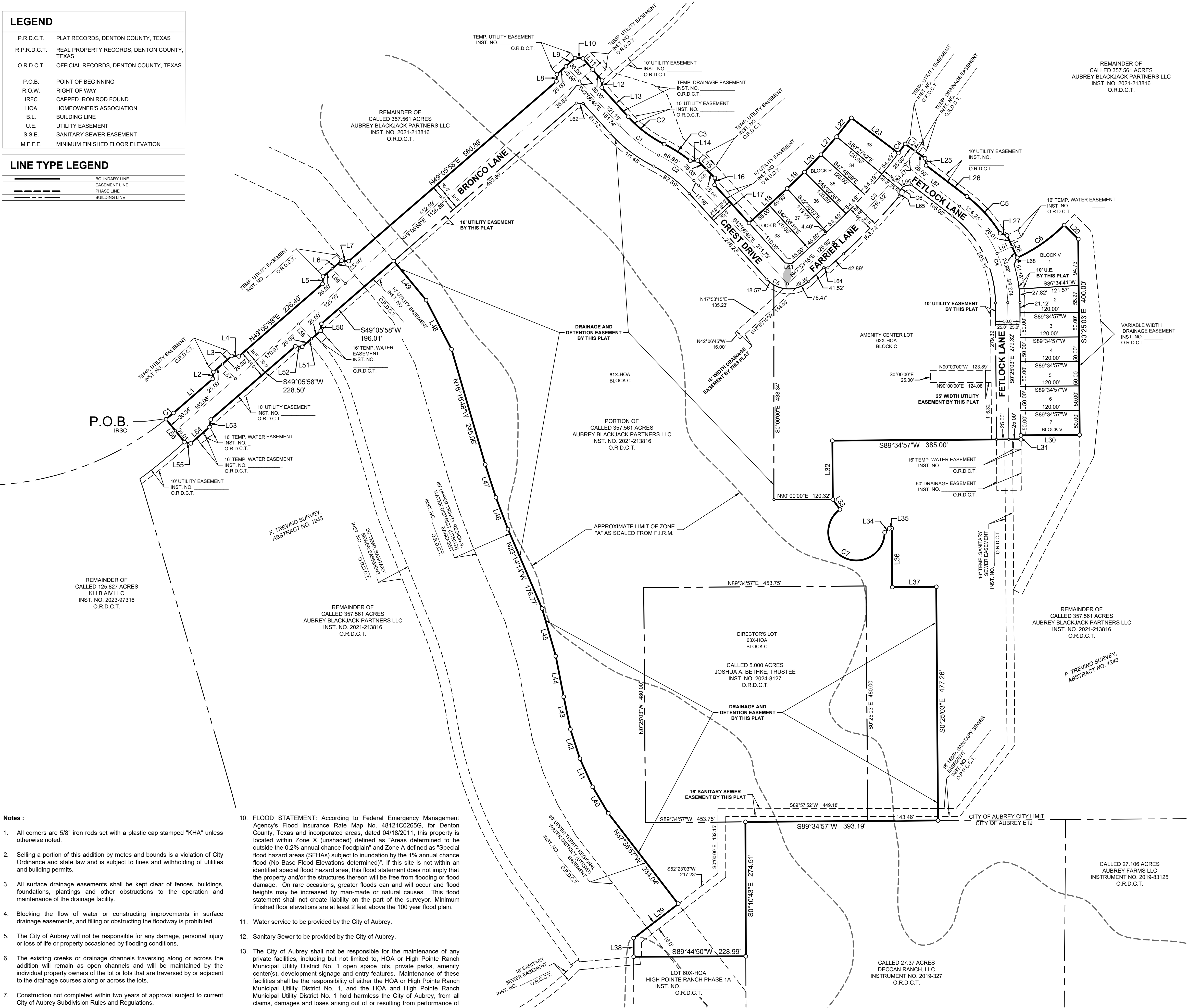
AND THE

CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Parkway, Frisco, TX 75215 Tel: (469) 353-6058 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6451	OWNER/DEVELOPER: Aubrey Blackback Partners, LLC 2514 Cole Ave., Dallas, TX 75205 Tel: (414) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd N., Suite 202 Dallas, TX 75208 Tel: (872) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-5380 Contact: Thomas Fletcher, P.E. Registration F-528			
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	PV-9
DKT	DKT	TLF	AS SHOWN	SEPTE 2021	2020103	

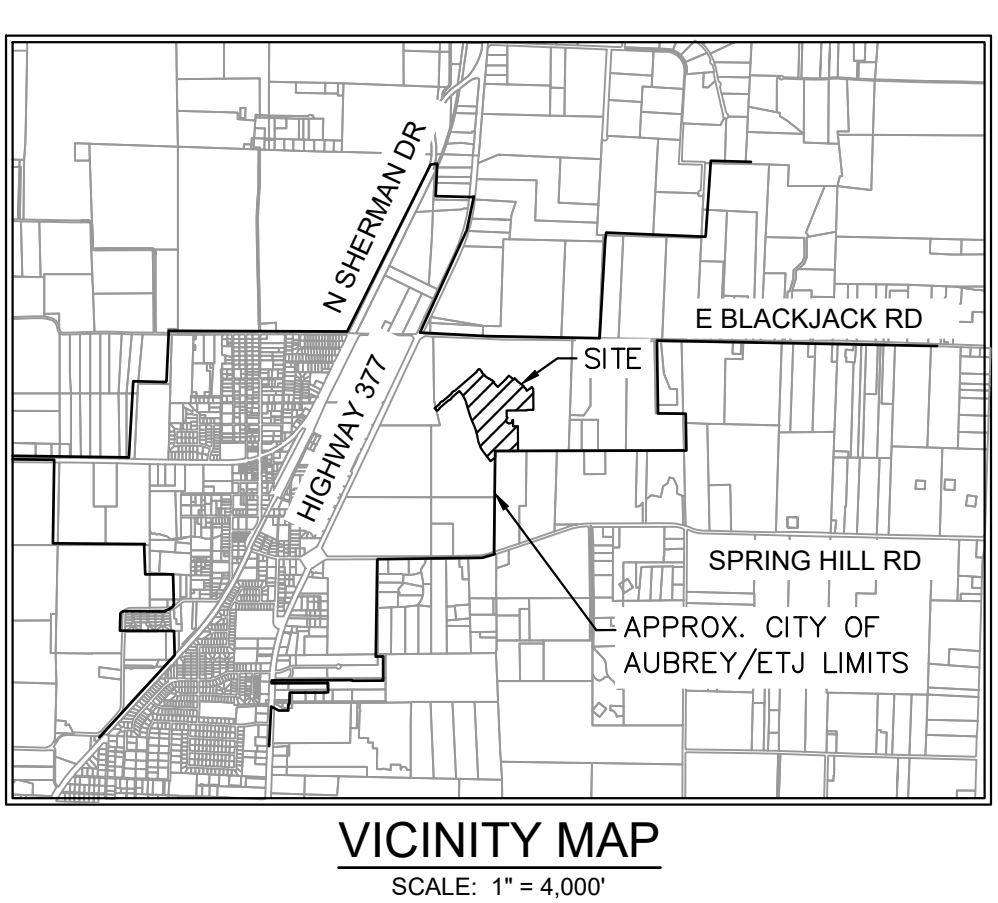
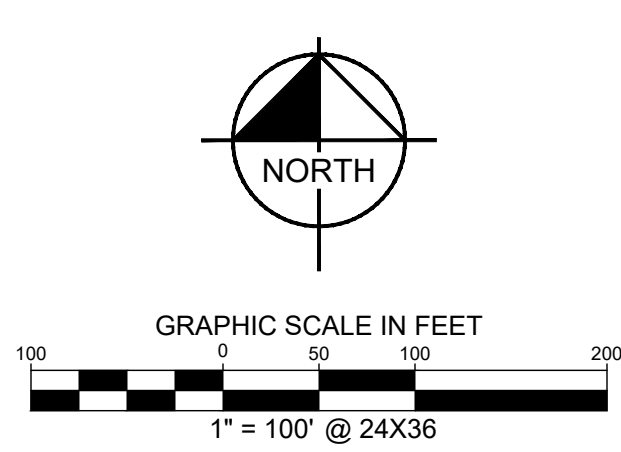
LEGEND	
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRFC	CAPPED IRON ROD FOUND
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
M.F.F.E.	MINIMUM FINISHED FLOOR ELEVATION

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	PHASE LINE
	BUILDING LINE



- Notes :**
- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
 - Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law and is subject to fines and withholding of utilities and building permits.
 - All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility.
 - Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstructing the roadway is prohibited.
 - The City of Aubrey will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding conditions.
 - The existing creeks or drainage channels traversing along or across the addition will remain, as open channels and will be maintained by the individual property owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.
 - Construction not completed within two years of approval subject to current City of Aubrey Subdivision Rules and Regulations.
 - No construction, without written approval from the City of Aubrey shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result, that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finish floor elevations shall be a minimum of two foot above the 100-year flood elevation.
 - The City of Aubrey will be responsible for the maintenance of all public infrastructure that is constructed in right-of-way or easements that are dedicated to the public or the City of Aubrey.

- FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 4812100265G, for Denton County, Texas and incorporated areas, dated 04/18/2011, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
- Water service to be provided by the City of Aubrey.
- Sanitary Sewer to be provided by the City of Aubrey.
- The City of Aubrey shall not be responsible for the maintenance of any private facilities, including but not limited to, HOA or High Pointe Ranch Municipal Utility District No. 1 open space lots, private parks, amenity center(s), development signage and entry features. Maintenance of these facilities shall be the responsibility of either the HOA or High Pointe Ranch Municipal Utility District No. 1, and the HOA and High Pointe Ranch Municipal Utility District No. 1 hold harmless the City of Aubrey, from all claims, damages and losses arising out of or resulting from performance of the obligations said HOA or High Pointe Ranch Municipal Utility District No. 1.
- All utilities and drainage structures are located in the right-of-way except as shown.
- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999855348.



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N49°05'58"E	106.29'	L18	N47°53'15"E	104.90'	L35	N89°34'57"E	5.00'	L52	S85°54'02"E	14.14'
L2	N04°05'58"E	14.14'	L19	N46°18'07"E	48.82'	L36	S00°25'03"E	120.00'	L53	N09°23'51"E	15.65'
L3	N49°05'58"E	50.00'	L20	N43°36'07"E	48.82'	L37	N89°34'57"E	90.00'	L54	S49°05'58"W	50.86'
L4	N85°54'02"W	14.14'	L21	N40°53'34"E	48.82'	L38	S00°10'40"E	37.64'	L55	S77°49'37"E	12.51'
L5	S04°05'58"W	14.85'	L22	N38°11'02"E	48.82'	L39	N52°23'03"E	115.05'	L56	N39°02'15"W	60.35'
L6	N49°05'58"E	50.00'	L23	S53°10'15"E	120.00'	L40	N30°40'34"W	62.61'	L57	N40°54'02"W	40.00'
L7	S85°54'02"E	14.85'	L24	S54°19'31"E	50.00'	L41	N24°18'32"W	63.01'	L58	N40°54'02"W	40.00'
L8	S03°29'37"W	14.07'	L25	N08°29'12"W	14.63'	L42	N17°56'30"W	63.01'	L59	N40°54'02"W	40.50'
L9	N47°53'15"E	50.00'	L26	N52°38'53"W	105.00'	L43	N11°34'44"W	67.77'	L60	N47°53'15"E	34.09'
L10	S87°43'06"E	16.23'	L27	S72°19'08"E	14.89'	L44	N11°02'25"W	84.90'	L61	N65°49'39"E	33.86'
L11	S40°38'02"E	60.00'	L28	S24°10'21"E	50.00'	L45	N16°05'45"W	100.87'	L62	N86°30'23"W	14.22'
L12	S03°29'37"W	14.07'	L29	N45°14'31"W	40.60'	L46	N20°46'24"W	69.38'	L63	S87°06'45"E	14.14'
L13	S42°06'45"E	80.56'	L30	N89°34'57"E	120.00'	L47	N17°59'04"W	70.55'	L64	S87°06'45"E	8.49'
L14	S88°44'40"W	15.13'	L31	N00°25'03"W	6.20'	L48	N27°19'42"W	113.14'	L65	N04°46'02"W	8.46'
L15	S44°55'08"E	50.06'	L32	N00°25'03"W	120.20'	L49	N39°35'23"W	103.49'	L66	N83°11'26"E	14.63'
L16	S02°53'15"W	14.14'	L33	S35°45'20"E	25.00'	L50	N04°05'58"E	14.14'	L67	S52°38'53"E	139.98'
L17	S42°06'45"E	105.00'	L34	N49°35'53"E	12.77'	L51	S49°05'58"W	50.00'	L68	S23°56'29"W	14.90'

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	1°51'47"	606.00'	19.71'	N50°01'52"E
C11	21°17'17"	275.00'	102.17'	S52°45'23"E
C2	21°17'17"	275.00'	102.17'	N52°45'23"W
C21	21°17'17"	250.00'	92.89'	S52°45'23"E
C3	12°12'46"	1177.50'	250.99'	N41°46'52"E
C31	12°02'56"	300.00'	63.09'	N57°22'33"W
C4	52°13'50"	250.00'	227.90'	N26°31'58"W
C41	1°09'16"	1152.50'	23.22'	N36°15'07"E
C5	21°10'34"	275.00'	101.64'	N42°03'36"W
C6	0°17'24"	3358.92'	17.00'	N39°17'38"E
C61	20°44'40"	325.00'	117.67'	N55°07'49"E
C7	233°57'26"	57.50'	234.79'	S62°44'03"E

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK C LOT 61X-HOA	17.428	759,146
BLOCK C LOT 62X-HOA	4.616	201,074
BLOCK C LOT 63X-HOA	5.000	217,800
BLOCK R LOT 33	0.143	6,208
BLOCK R LOT 34	0.143	6,208
BLOCK R LOT 35	0.143	6,208
BLOCK R LOT 36	0.143	6,208
BLOCK R LOT 37	0.138	6,016
BLOCK R LOT 38	0.150	6,550
BLOCK V LOT 1	0.273	11,907
BLOCK V LOT 2	0.144	6,267
BLOCK V LOT 3	0.138	6,000
BLOCK V LOT 4	0.138	6,000
BLOCK V LOT 5	0.138	6,000
BLOCK V LOT 6	0.138	6,000
BLOCK V LOT 7	0.138	6,000
ROW	3.464	150,888

FINAL PLAT
HIGHPOINT RANCH PHASE 1C
32.472 ACRES

BLOCK V, LOTS 1-7 & BLOCK R, LOTS 33-38
BLOCK C, LOTS 61X-HOA, 62X-HOA AND 63X-HOA

13 RESIDENTIAL LOTS
3 HOA LOTS

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale
1" = 100'

Drawn by
CLS

Checked by
SG

Date
04/01/2024

Project No.
063451861

Sheet No.
1 OF 2

OWNER:
Aubrey Blackjack Partners, LLC
4514 Cole Avenue, Suite 1650
Dallas, Texas 75205
Phone: 214-674-9670
Contact: Chad Vose

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact: Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact: Thomas L. Fletcher, P.E.

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS AUBREY BLACKJACK PARTNERS, LLC AND JOSHUA A. BETHKE, are the owners tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas and being a portion of a remainder of a called 357.561-acre tract of land described in the deed to Aubrey Blackjack Partners, LLC., recorded in Instrument Number 2021-213816, Official Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" set for the northernmost northeast corner of the remainder of a called 125.827-acre tract described in the deed to KLLB AIV, LLC., recorded in Instrument Number 2023-97316, Official Records of Denton County, Texas and being the beginning of a non-tangent curve to the left with a radius of 606.00 feet, a central angle of 01°51'47", and a chord bearing and distance of North 50°01'52" East, 19.70 feet;

THENCE over and across said 357.561-acre tract of land the following courses and distances:

In an easterly direction, with said non-tangent curve to the left, an arc distance of 19.71 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°05'58" East, a distance of 106.29 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 04°05'58" East, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°05'58" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 85°54'02" East, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°05'58" East, a distance of 226.40 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 04°05'58" East, a distance of 14.85 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°05'58" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 85°54'02" East, a distance of 14.85 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°05'58" East, a distance of 560.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 03°29'37" East, a distance of 14.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 47°53'15" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 87°43'06" East, a distance of 16.23 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 40°38'02" East, a distance of 60.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 03°29'37" West, a distance of 14.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 42°06'45" East, a distance of 80.56 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 250.00 feet, a central angle of 21°17'17", and a chord bearing and distance of South 52°45'23" East, 92.35 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 92.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 300.00 feet, a central angle of 12°02'56", and a chord bearing and distance of South 57°22'33" East, 62.97 feet;

In an easterly direction, with said reverse curve to the right, an arc distance of 63.09 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 88°44'40" East, a distance of 15.13 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 44°55'08" East, a distance of 50.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 02°53'15" West, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 42°06'45" East, a distance of 105.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 47°53'15" East, a distance of 104.90 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 46°18'07" East, a distance of 48.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 43°36'07" East, a distance of 48.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 40°53'34" East, a distance of 48.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 38°11'02" East, a distance of 48.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 53°10'15" East, a distance of 120.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 1,152.50 feet, a central angle of 01°09'16", and a chord bearing and distance of North 36°15'07" East, 23.22 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 23.22 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 54°19'31" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 08°29'12" East, a distance of 14.63 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 52°38'53" East, a distance of 105.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 275.00 feet, a central angle of 21°10'34", and a chord bearing and distance of South 42°03'36" East, 101.06 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 101.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 72°19'08" East, a distance of 14.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 24°10'21" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 325.00 feet, a central angle of 20°44'40", and a chord bearing and distance of North 55°07'49" East, 117.03 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 117.67 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 45°14'31" East, a distance of 40.60 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°25'03" East, a distance of 400.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°34'57" West, a distance of 120.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°25'03" East, a distance of 8.20 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°34'57" West, a distance of 385.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°25'03" East, a distance of 120.20 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 35°45'20" East, a distance of 25.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 57.50 feet, a central angle of 233°57'26", and a chord bearing and distance of South 62°44'03" East, 102.49 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 234.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°35'53" East, a distance of 12.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°34'57" East, a distance of 5.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°25'03" East, a distance of 120.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°34'57" East, a distance of 90.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°25'03" East, a distance of 477.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set on the south line of said 357.561-acre tract and the north line of a called 27.37-acre tract of land described in the deed to Deccan Ranch, LLC, recorded in Instrument No. 2019-327 Official Records of Denton County, Texas;

THENCE South 89°34'57" West, along the south line of said 357.561-acre tract, the north line of said 27.37-acre tract, and the south line of aforesaid 5.000-acre tract, a distance of 393.19 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northwest corner of said 27.37-acre tract, common to an ell corner of said 357.561-acre tract;

THENCE South 00°10'43" East, departing the south line of said 5.000-acre tract, along the west line of said 27.37-acre tract and the east line of said 357.561-acre tract, a distance of 274.51 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northeast corner of Highpointe Ranch, Phase 1A an addition to the Town of Aubrey, Texas according to the plat thereof recorded in Instrument No. _____, Plat Records of Denton County, Texas;

THENCE South 89°44'50" West, along the north line of said High Pointe Ranch, Phase 1A, a distance of 228.99 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a northwest corner of said Highpointe Ranch, Phase 1A;

THENCE departing said north line, over and across aforementioned 357.561-acre tract the following courses and distances:

North 00°10'40" West, a distance of 37.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 52°23'03" East, a distance of 115.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 37°36'57" West, a distance of 234.04 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 30°40'34" West, a distance of 62.61 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 24°18'32" West, a distance of 63.01 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 17°56'30" West, a distance of 63.01 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 11°34'44" West, a distance of 67.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 11°02'25" West, a distance of 84.90 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 16°05'45" West, a distance of 100.87 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 23°14'14" West, a distance of 176.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 20°46'24" West, a distance of 69.38 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 17°59'04" West, a distance of 70.55 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 16°16'48" West, a distance of 245.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 27°19'42" West, a distance of 113.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 39°35'23" West, a distance of 103.49 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 49°05'58" West, a distance of 196.01 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 04°05'58" West, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 49°05'58" West, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 85°54'02" West, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 49°05'58" West, a distance of 228.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 09°23'51" West, a distance of 15.65 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 49°05'58" West, a distance of 50.86 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 77°49'37" West, a distance of 12.51 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southernmost northeast corner of aforementioned 125.827-acre tract;

THENCE North 39°02'15" West, along the northeasterly line of said 125.827-acre tract, a distance of 60.35 feet to the POINT OF BEGINNING and containing 32.472-acres (1,414,481 square feet) of land, more or less.

OWNER'S CERTIFICATIONS

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT AUBREY BLACKJACK PARTNERS, LLC AND JOSHUA A. BETHKE, acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as HIGHPOINTE RANCH PHASE 1C, an addition to the City of Aubrey, Texas, and do hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. The City of Aubrey and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Aubrey and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Witness this _____ day of _____, ____.

BY: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF DENTON §

On this _____ day of _____, 2024, before me personally appeared _____ (name of signer), whom I know personally, and acknowledged that he/she executed the same.

Notary Public, State of Texas

Witness this _____ day of _____, ____.

BY: _____

Joshua A. Bethke, Trustee

STATE OF TEXAS §

COUNTY OF DENTON §

On this _____ day of _____, 2024, before me personally appeared _____ (name of signer), whom I know personally, and acknowledged that he/she executed the same.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that a survey was made on the ground of the property described hereon under my personal supervision and the iron rods were placed in accordance with the subdivision rules and regulations of the City of Aubrey, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone 972-335-3580

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, ____.

Notary Public, State of Texas

CERTIFICATE OF FINAL PLAT APPROVAL

This Final Plat was reviewed and approved by the City Council of the City of Aubrey, Texas the _____ day of _____, 20____.

CHRIS RICH, MAYOR
CITY OF AUBREY, TEXAS

FINAL PLAT
HIGHPOINTE RANCH PHASE 1C
32.472 ACRES

BLOCK V, LOTS 1-7 & BLOCK R, LOTS 33-38
BLOCK C, LOTS 61X-HOA, 62X-HOA AND 63X-HOA

13 RESIDENTIAL LOTS
3 HOA LOTS

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CLS	SG	04/01/2024	063451861	2 OF 2

OWNER:
Aubrey Blackjack Partners, LLC
4514 Cole Avenue, Suite 1650
Dallas, Texas 75205
Phone: 214-674-9670
Contact: Chad Vose

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Thomas L. Fletcher, P.E.



March 27, 2024

Mrs. Shanda Guffee
Permit Coordinator
City of Aubrey
107 S. Main Street
Aubrey, Texas 76227

**Re: *Highpointe Ranch Phase 1C Civil Engineering Plans
3rd Submittal Comments Response Letter
Aubrey, Texas***

Dear Mrs. Guffee:

This letter is in response to your team's comments, received March 20, 2024. The following items have been addressed as per the referenced review:

City Planner Comments:

1. Confirmation from Thomas Fletcher that the proposed lots are all classified as SF5 (the lot widths are not consistent with SF6).
Response: Confirmed that the proposed lots are classified as SF-50 per the development agreement, being generally 50' wide lots.
2. All easements need to have their ORDCT numbers filled in.
Response: ORDCT numbers will be filled in prior to filing.
3. City Limits need to be shown on the vicinity map and I'm unsure of the location of the ETJ shown on the plat.
Response: Plat updated to address this comment.
4. Refer to comments in PDF Attached
Response: Plat updated to address comments on the PDF. Note: Page 3 of the plat has Collin County listed since our Surveyor will be signing the plat with a notary in Collin county, not Denton County.

City Engineer Comments:

Final Plat Page 1

1. *This is a non conforming lot which has no access to ROW, no access to utilities, and in the flood plain. Identify purpose of proposed lot.*
Response: This is not a residential lot. This is a piece of land owned by MUD board directors in conformance with Texas Water Code 54.102. Access & service are not necessary.

C-09

2. *Provide directional barrier free ramps.*

Response: The Sidewalk plan and the Streetlight / Sign plan have been updated to fix this issue and provide a 4 way stop and crosswalks.

C-18

3. *Flood study call this a retention pond with an outfall junction box. Provide plans for retention pond with outfall, profile, cross section, hydraulics, calculations, etc.*

Response: The existing pond is to remain, a proposed pond will be included in future phases. We are providing a letter with this resubmittal from the flood study engineer stating that the Phase 1C plans can be constructed without any additional pond improvements and the release rate meets predevelopment conditions due to the decrease in impervious area and there is no increase in runoff from existing conditions. A flood study for Phase 2 and 3 will be provided with the Phase 2 plans. All other aspects of this Phase conforms to the approved overall drainage study.

C-26

4. Flood study for phase 1c was not provided with this submittal. flood study for phase 1a and commercial collector street phasing plan does not show phase 1c or its limits. it appears phase 1c is now a portion of phase 2. provide an updated phasing plan with each flood study and construction plan submittal.

All phases draining to the proposed retention pond shall be included in the pond design. All drainage infrastructure collecting and/or conveying runoff from this phase shall be designed and constructed with this phase to support increase in runoff. no adverse impacts are allowed.

It appears tributary 7.7 is included in the phase 1a & commercial/collector street flood studies. the flood study for this phase shall be included with the construction plan submittal.

Flow rates into and out of the pond shown in the phase 1a flood study do not match. the 100 year w.s.e. of the pond shown in the phase 1a flood study does not match.

Provide hydrographs in and out of the pond.

Response letter dated March 1st comment 13. Flood study was not provided. provide flood study for phase 1c in resubmittal.

Response: The approved overall flood study was provided with these submittals. There is not a Phase 1C specific flood study, but we are providing a letter with this resubmittal

from the flood study engineer stating that the Phase 1C plans can be constructed without any additional pond improvements and the release rate meets predevelopment conditions due to the decrease in impervious area and there is no increase in runoff from existing conditions. A flood study for Phase 2 and 3 will be provided with the Phase 2 plans. All other aspects of this Phase conforms to the approved overall drainage study.

C-28

5. *Proposed waterline for future connection to culdesac waterline to avoid dead end lines.*

Response: An auto-flush station will be provided at the end of the culdesac as part of the Phase 2 plans. Please reference Auto Flush station and Bac-T exhibit provided with these submittals. Phase 2 plans detailing the waterline design for this cul-de-sac is anticipated to be submitted for review in May 2024.

Please contact me at (806) 370-8183 or Kyle.Brockman@kimley-horn.com should you have any questions or need any additional information.

Sincerely



Kyle Brockman, P.E.



*Case Report –Preliminary Plat Application, Trivedi Addition
Planning and Zoning Commission –April 11, 2024
City Council – April 25, 2024*

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Consider and take action on a Preliminary Plat for the Trivedi Addition for 2 lots in 25.159 acres of land out of the F. Trevino, Abstract No. 1243, within the City of Aubrey, Denton County, Texas

Owner: Pretium Capital, LLC, Contact Bhadresh Trivedi

Engineer: Kimley Horn (Matt Lucas, P.E.)

Application Date: March 27, 2024

Location: The property is generally located at the northeast corner of Springhill Road/FM 428 and the Future McNatt Road.

Zoning: Planned Development District (PD) for General Retail and Government Uses

Future Land Use Plan: Estate Neighborhood

Current Use: AG and Homestead

Analysis: The Aubrey City Council approved an Extraterritorial Jurisdiction Development Agreement in August of 2023 and in accordance with the agreement, the property was annexed and zoned on March 28, 2024. The Preliminary Plat is consistent with the Development Agreement and the approved zoning ordinance.

The Preliminary Plat consists of 25.159 acres for:

- 1 PD General Retail Lot 1, Block A, 2.705 acres
- 1 PD Government Use Lot 2, Block A, 19.292 acres
- Right-of-way dedication for FM 428/Springhill Road and McNatt Road

The Government Use Lot 2, Block A will accommodate a city park, and Upper Trinity Pump Station, and other government uses.

Utilities: Water and sanitary sewer service will be provided by the City of Aubrey.

Engineer Review: The City Engineer has reviewed the preliminary utility plans accompanying the Preliminary Plat and the review comments are included in this report.

The City Engineer for this project, Gary Hendricks, P.E., has stated the comments related to the sanitary sewer easements and final layout can be addressed during the final design stage and final plat stage of the project.

Recommendation:

The Preliminary Plat for the Trivedi Addition is recommended for approval subject to the following conditions:

1. Approval of preliminary engineering plans may be resolved during the final design/final plat stage. The review comments are included in this report;
2. Sheet 3 shall reference to correct plat name, Trivedi Addition;
3. Sheet 2 NOTES Section shall match Sheet 1; and
4. The deed overlap information shall be resolved prior to execution and filing of a Final Plat at the County.

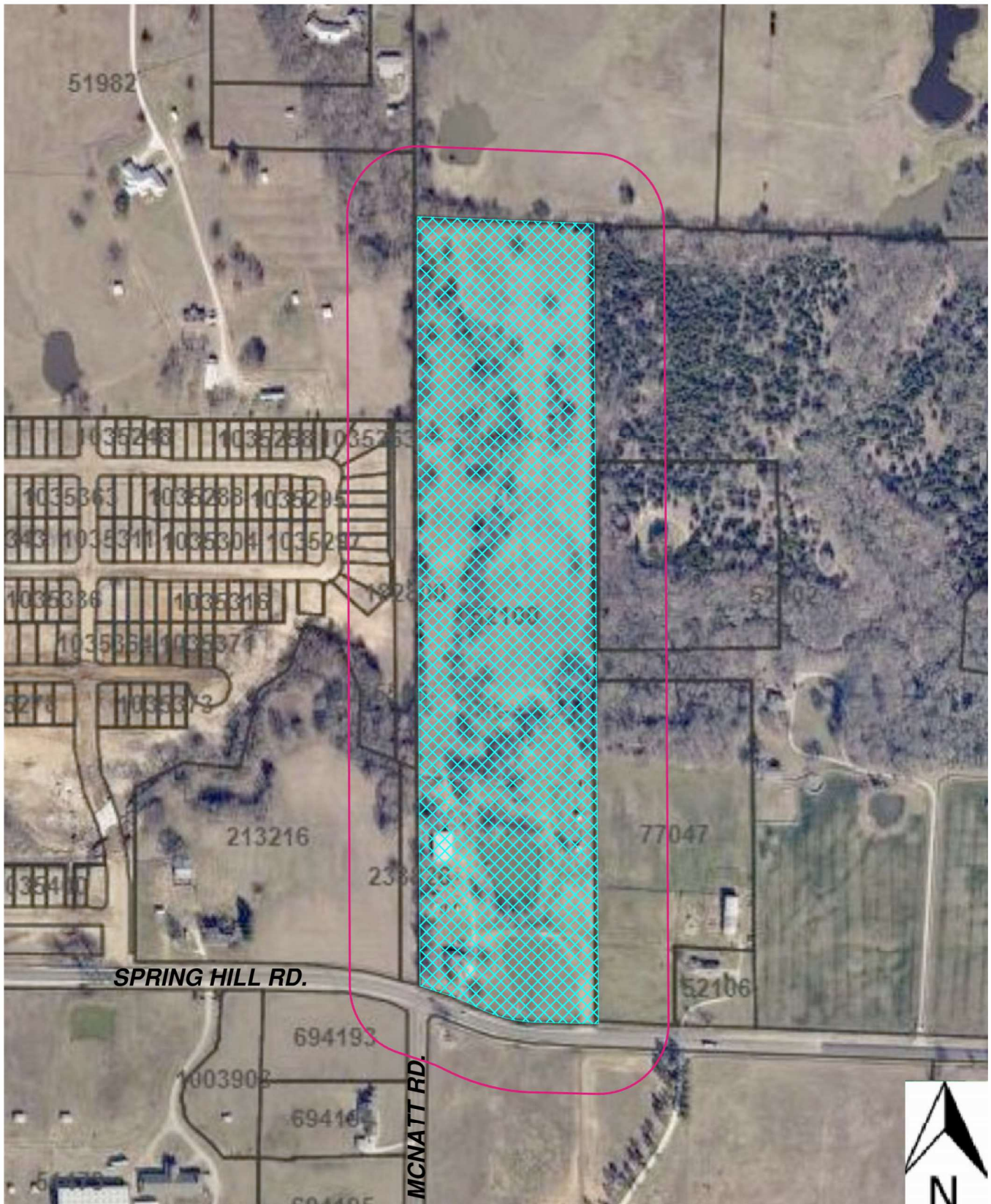
The Planning and Zoning Commission unanimously recommended the Preliminary Plat for the Trivedi Addition, with the conditions noted above, at their April 11, 2024 meeting.

The City Council may:

1. Approve the Preliminary Plat;
2. Approve the Preliminary Plat with conditions; or
3. Deny the Preliminary Plat.

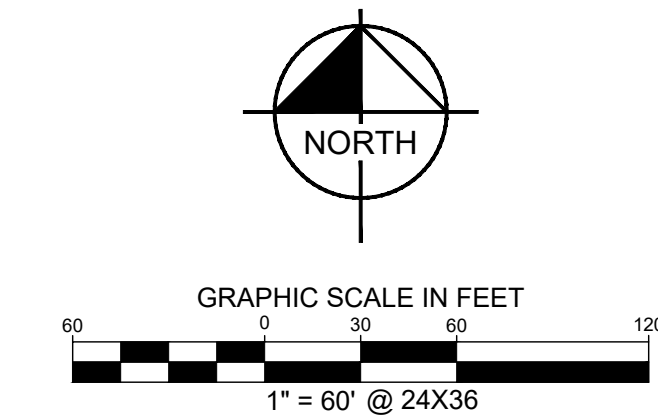
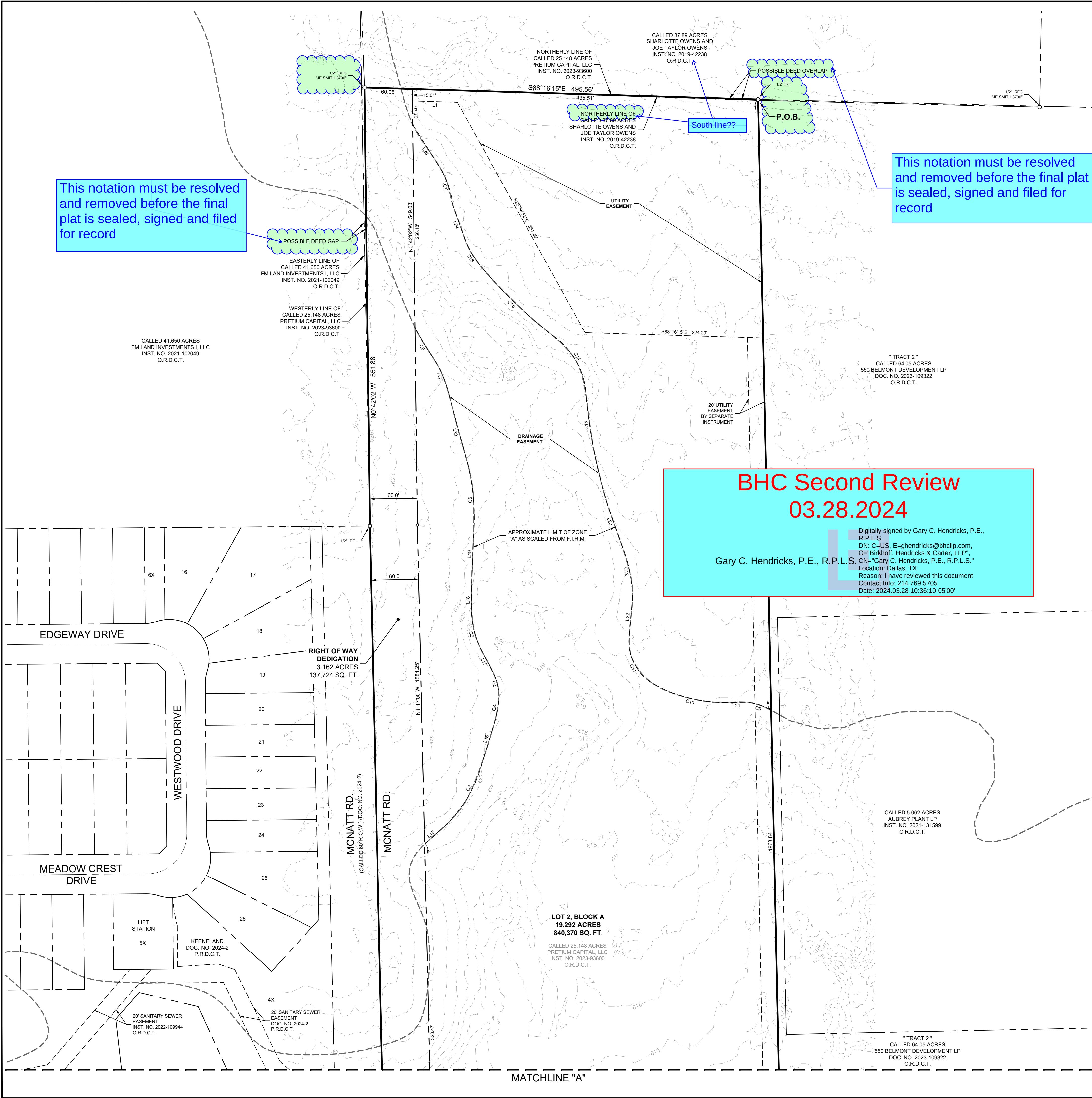
Attachments:

1. Location Map
2. Trivedi Addition Preliminary Plat (with review comments)
3. Trivedi Addition Utility Plan (with review comments)
4. Trivedi Addition Drainage Plan (with review comments)
5. PD Zoning Ordinance No. 831-24
6. ETJ Development Agreement



LOCATION MAP

**TRIVEDI ADDITION
PRELIMINARY PLAT
2 LOTS
±25.159 ACRES**

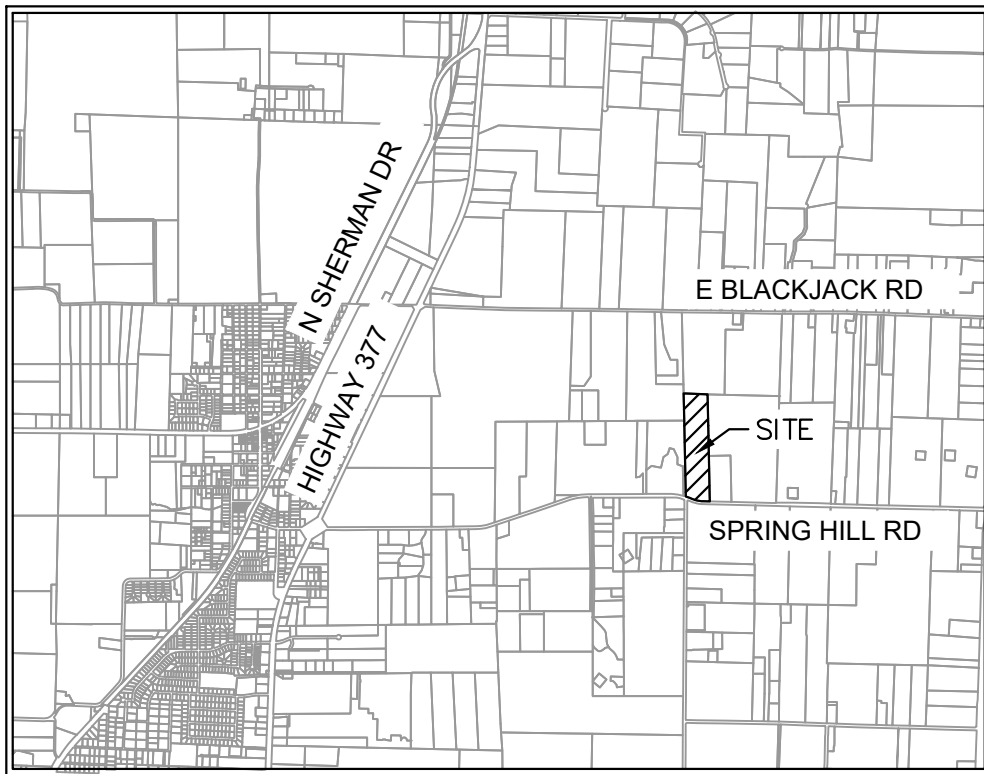


LEGEND	
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRSC	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	CAPPED IRON ROD FOUND
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
M.F.F.E.	MINIMUM FINISHED FLOOR ELEVATION

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	PHASE LINE
	BUILDING LINE

Notes :

- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law and is subject to fines and withholding of utilities and building permits.
- All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility.
- Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstructing the floodway is prohibited.
- The City of Aubrey will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding conditions.
- The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual property owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.
- No construction, without written approval from the City of Aubrey shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result, that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finish floor elevations shall be a minimum of two foot above the 100-year flood elevation.
- The City of Aubrey will be responsible for the maintenance of all public infrastructure that is constructed in right-of-way or easements that are dedicated to the public or the City of Aubrey.
- FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0265G, for Denton County, Texas and incorporated areas, dated 04/18/2011, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
- Water service to be provided by the City of Aubrey.
- Sanitary Sewer to be provided by the City of Aubrey.
- All utilities and drainage structures are located in the right-of-way except as shown.
- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999855348.



VICINITY MAP
SCALE: 1" = 4,000'

PRELIMINARY PLAT
TRIVEDI ADDITION
25.159 ACRES

1 NON RESIDENTIAL LOT (2.705 ACRES)
1 GOVERNMENT USES LOT (19.292 ACRES)
RIGHT OF WAY DEDICATION (3.162 ACRES)

F. TRIVEDI SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SG	KHA	MARCH 2024	064523803	1 OF 3

OWNER:
Pretium Capital, LLC
2504 Loftsmoor Lane
Piano, Texas 75025
Phone: 214-208-5078
Contact: Bhadrash Trivedi

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-5580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-5580
Contact : Thomas L. Fletcher, P.E.

LINE TABLE		
NO.	BEARING	LENGTH
L1	S88°16'15"E	56.72
L2	N01°20'10"E	27.29
L3	N88°43'00"E	11.48
L4	N10°37'04"E	35.68
L5	N10°37'04"E	33.57
L6	S88°42'34"W	12.67
L7	S01°17'26"E	15.00
L8	N88°42'34"E	12.67
L9	S88°43'00"W	12.50
L10	S01°17'00"E	15.00
L11	N88°43'00"E	12.50
L12	N15°05'48"W	90.73
L13	N11°10'00"E	73.70
L14	N79°03'01"W	53.87
L15	N47°43'30"E	33.72
L16	N17°29'54"E	48.52
L17	N27°59'06"W	27.28
L18	N00°31'45"W	18.79
L19	N02°06'37"E	66.64
L20	N15°11'53"W	89.04
L21	S89°17'10"W	27.04
L22	N05°13'27"E	44.80
L23	N19°20'45"W	53.58
L24	N19°31'18"W	43.98
L25	N32°03'04"W	69.67
L26	N46°46'32"E	40.75
L27	N16°18'59"E	41.03
L28	N00°02'39"E	162.22
L29	N04°42'35"W	189.25
L30	N82°30'02"E	35.49

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	17°48'39"	204.98	63.72	N87°10'25"W
C2	33°15'39"	165.24	95.92	N30°18'08"E
C3	14°51'56"	143.90	37.33	N09°41'53"E
C4	28°35'06"	69.97	34.91	N16°14'00"W
C5	27°35'21"	113.59	54.69	N13°00'56"W
C6	18°40'15"	293.60	95.67	N04°02'52"W
C7	20°20'31"	149.25	52.99	N22°52'19"W
C8	7°05'37"	354.90	43.94	N31°01'40"W
C9	25°00'01"	75.53	32.96	N72°11'21"W
C10	29°36'27"	180.81	93.43	N75°27'02"W
C11	67°13'18"	62.04	72.79	N26°50'58"W
C12	22°05'57"	183.11	70.63	N10°53'12"W
C13	12°11'55"	659.50	140.41	N11°12'04"W
C14	54°08'57"	94.79	89.59	N28°55'26"W
C15	12°10'28"	620.05	131.75	N45°42'15"W
C16	18°23'07"	108.97	34.97	N28°49'48"W
C17	19°46'50"	133.09	45.95	N17°46'32"W
C23	16°31'35"	274.75	79.25	N71°39'47"E
C24	3°57'31"	662.82	45.79	N80°39'11"E

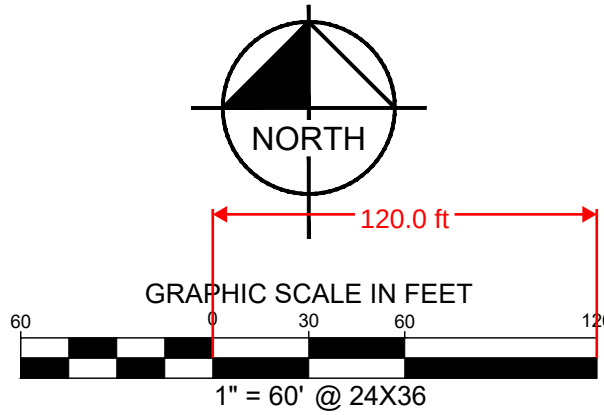
MATCHLINE "A"

Please confirm:

1. This sanitary sewer easement is granted to Mustang Special Utility District, not City of Aubrey, correct?

2. If yes, then an agreement between Mustang SUD and Aubrey is necessary to utilize the easement.

3. Add notation that the sewer easement "offset" will be rectified during final design and final plat stage.



LEGEND	
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
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O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
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M.F.F.E.	MINIMUM FINISHED FLOOR ELEVATION

LINE TYPE LEGEND	
---	BOUNDARY LINE
- - - -	EASEMENT LINE
- . - . -	PHASE LINE
---	BUILDING LINE

- Notes :
- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
 - Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law and is subject to fines and withholding of utilities and building permits.
 - All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility.
 - Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstructing the floodway is prohibited.
 - The City of Aubrey will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding conditions.
 - The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual property owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.
 - ~~Construction not completed within two years of approval subject to current County Subdivision Rules and Regulations.~~
 - No construction, without written approval from the City of Aubrey shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result; that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finish floor elevations shall be a minimum of two feet above the 100-year flood elevation.
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 - Water service to be provided by the City of Aubrey.
 - Sanitary Sewer to be provided by the City of Aubrey.
 - ~~The City of Aubrey shall not be responsible for the maintenance of any private facilities, including but not limited to, HOA or High Pointe Ranch Municipal Utility District No. 1 open space lots, private parks, amenity center(s), development signage and entry features. Maintenance of these facilities shall be the responsibility of either the HOA or High Pointe Ranch Municipal Utility District No. 1, and the HOA and High Pointe Ranch Municipal Utility District No. 1 hold harmless the City of Aubrey, from all claims, damages and losses arising out of or resulting from performance of the obligations said HOA or High Pointe Ranch Municipal Utility District No. 1.~~
 - All utilities and drainage structures are located in the right-of-way except as shown.
 - All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999855348.
 - ~~Lot 2, Block A shall be dedicated as a drainage easement.~~

PRELIMINARY PLAT
TRIVEDI ADDITION
25.159 ACRES

1 NON RESIDENTIAL LOT (2.705 ACRES)
1 GOVERNMENT USES LOT (19.292 ACRES)
RIGHT OF WAY DEDICATION (3.162 ACRES)

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
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FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SG	KHA	MARCH 2024	064523803	2 OF 3

OWNER:
Pretium Capital, LLC
2504 Loftsmoor Lane
Piano, Texas 75025
Phone: 214-208-5078
Contact: Bhadrash Trivedi

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Thomas L. Fletcher, P.E.

Seems odd to reference a found iron road that is not in the vicinity of the IRSC. Perhaps show the IRFC on the face of the plat.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS PRETIUM CAPITAL, LLC, is the owner of a tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of a called 25.148 acre tract of land described in a deed to Pretium Capital, LLC, as recorded in Document No. 2023-93600 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northeast corner of said 25.148 acre tract, common to the northwest corner of a called 64.05 acre tract of land described as "Tract 2" in a deed to 550 Belmont Development LP, as recorded in Document No. 2023-109322 of the Official Records of Denton County, Texas;

THENCE South 01°12'52" East, along the easterly line of said 25.148 acre tract, the westerly line of said 64.05 acre tract, and the westerly line of a called 9.971 acre tract of land described in a deed to L.B. Trotter and wife, Catherine M. Peterson, as recorded in Instrument No. 2005-92268 of the Official Records of Denton County, Texas, a distance of 2,223.59 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 25.148 acre tract, common to the southwest corner of said 9.971 acre tract, being on the northerly right of way line of F.M. Highway No. 428, an 80 foot wide right of way;

THENCE North 88°36'11" West, along the southerly line of said 25.148 acre tract and the northerly right of way line of said F.M. Highway No. 428, a distance of 114.34 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 676.20 feet, a central angle of 17°53'15", and a chord bearing and distance of North 79°39'34" West, 210.25 feet, from which, a 1/2 inch iron rod with plastic cap stamped "Old Town Surveying" found for witness bears North 83°14' West, 45.85 feet;

THENCE in a northwesterly direction continuing along the southerly line of said 25.148 acre tract and the northerly right of way line of said F.M. Highway No. 428, with said tangent curve to the right, an arc distance of 211.11 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner, from which, a 1/2 inch iron rod with plastic cap stamped "Old Town Surveying" found for witness bears South 69°35' East, 9.61 feet;

THENCE North 70°42'57" West, continuing along the southerly line of said 25.148 acre tract and the northerly right of way line of said F.M. Highway No. 428, a distance of 189.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 25.148 acre tract, common to the southeast corner of a called 12.381 acre tract of land described in a deed to Ganesh V. Ramachandruia and Naga Sriballi Paramathmuni, as recorded in Instrument No. 2020-156040 of the Official Records of Denton County, Texas, from which, a fence post found for witness bears North 07°02' West, 0.99 feet;

THENCE North 01°17'00" West, departing the northerly right of way line of said F.M. Highway No. 428, along the westerly line of said 25.148 acre tract, the easterly line of said 12.381 acre tract, and the easterly line of a called 16.597 acre tract of land described in a deed to Aubrey 81 West LP, as recorded in Instrument No. 2021-123337 of the Official Records of Denton County, Texas, a distance of 1,583.41 feet to a 1/2 inch iron rod found for the northeast corner of said 16.597 acre tract, common to the southeast corner of a called 41.650 acre tract of land described in a deed to FM Land Investments I, LLC, as recorded in Instrument No. 2021-102049 of the Official Records of Denton County, Texas;

THENCE North 00°42'02" West, continuing along the westerly line of said 25.148 acre tract, a distance of 551.88 feet to a 1/2 inch iron rod with plastic cap stamped "JE Smith 3700" found for the northwest corner of said 25.148 acre tract, common to the southwest corner of a called 37.89 ace tract of land described in a deed to Shariotte Owens and Joe Taylor Owens, as recorded in Instrument No. 2019-42238 of the Official Records of Denton County, Texas;

THENCE South 88°16'15" East, along the northerly line of said 25.148 acre tract, a distance of 495.56 feet to the **POINT OF BEGINNING** and containing 25.159 acres (1,095,944 square feet) of land, more or less.

OWNER'S DEDICATION STATEMENT

STATE OF TEXAS §
COUNTY OF DENTON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT **PRETIUM CAPITAL, LLC**, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **TRIVEDI PARK**, an addition to the City of Aubrey, Texas, and does hereby dedicate, in fee simple, to the public use ~~to be known as TRIVEDI PARK~~ the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. The City of Aubrey and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Aubrey and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Witness this _____ day of _____, 20__.

BY: **PRETIUM CAPITAL, LLC**, a Texas limited liability company

BY: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority, a notary public in an for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed for the purpose and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that a survey was made on the ground of the property described hereon under my personal supervision and the iron rods were placed in accordance with the subdivision rules and regulations of the City of Aubrey, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone 972-335-3580

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public, State of Texas

Correct Plat Name to match title block

UTILITY COMPANY APPROVAL

ELECTRIC COMPANY:

CoServ _____ Date _____

GAS COMPANY:

CoServ _____ Date _____

APPROVED AND ACCEPTED:

CHRIS RICH, MAYOR
CITY OF AUBREY, TEXAS

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF AUBREY, TEXAS, **HEREBY CERTIFIES** THAT THE FOREGOING PRELIMINARY PLAT OF **TRIVEDI PARK**, AN ADDITION TO THE CITY OF AUBREY, TEXAS, IS **APPROVED BY THE** CITY OF AUBREY THIS _____ DAY OF _____, 20__, AND THE CITY OF AUBREY DOES HEREBY ACCEPTED THE DEDICATION OF STREETS AS SHOWN AND SET FORTH IN AND UPON SAID FINAL PLAT, AND THAT THE CITY OF AUBREY FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREIN ABOVE SUBSCRIBED.

ATTEST THIS _____ DAY OF _____, 20__

CITY SECRETARY,
CITY OF AUBREY, TEXAS

PRELIMINARY PLAT
TRIVEDI ADDITION
25.159 ACRES



1 NON RESIDENTIAL LOT (2.705 ACRES)
1 GOVERNMENT USES LOT (19.292 ACRES)
RIGHT OF WAY DEDICATION (3.162 ACRES)

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	MARCH 2024	064523803	3 OF 3

OWNER:
Pretium Capital, LLC
2504 Loftsmoor Lane
Piano, Texas 75025
Phone: 214-208-5078
Contact: Bhadresh Trivedi

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Thomas L. Fletcher, P.E.

3. Seems Mustang SUD force main could terminate at the east side of McNatt with a Mustang SUD meter station located here and a single gravity main (combined Mustang SUD Trivedi Addition flows) to the lift station.

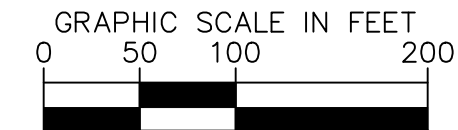
CALLED 41.650 ACRES
 FM LAND INVESTMENTS I, LLO
 INST. NO. 2021-102049
 O.R.D.C.T.

This sewer manhole will be too close to the proposed water line (does not meet TCEQ spacing requirements) and will likely be in conflict with future storm drain lines in McNatt. Recommend modifying sewer alignment as shown with new "offsite" easement from adjoiner HOA tract.

BHC Second Review

03.28.2024

Digitally signed by Gary C. Hendricks,
P.E., R.P.L.S.
DN: C=US, E=ghendricks@bhcllp.com,
O="Birkhoff, Hendricks & Carter, LLP",
CN="Gary C. Hendricks, P.E., R.P.L.S."
Location: Dallas, TX
Reason: I have reviewed this document
Contact Info: 214.769.5705
Date: 2024.03.28 10:38:06-05'00'



GENERAL NOTES

1. REFER TO CITY OF AUBREY DESIGN GUIDELINES AND STANDARD CONSTRUCTION DETAILS FOR ALL WATER AND SANITARY SEWER REQUIREMENTS.
2. THE UTILITY LAYOUT SHOWN IS PRELIMINARY IN NATURE AND SUBJECT TO APPROVAL BY THE CITY OF AUBREY.

SANITARY

1. EXISTING SANITARY SEWER INFRASTRUCTURE AND EASEMENTS SHOWN PER KEENELAND SINGLE-FAMILY DEVELOPMENT CIVIL PLANS BY PELOTON LAND SERVICES DATED OCTOBER 2022. CONSTRUCTION TIMELINE FOR THESE IMPROVEMENTS ARE UNKNOWN.
2. ALL PROPOSED SANITARY SEWER MAINS ARE 8" UNLESS SHOWN OTHERWISE.
3. SANITARY SEWER MAINS SHALL EXIST 3' BEHIND THE PROPOSED BACK-OF-CURB FOR FUTURE MCNATT ROADWAY PER CITY OF AUBREY STANDARDS.

WATER

1. EXISTING 16" WATER MAIN SHOWN PER 16-INCH WATER LINE W1 PLANS BY BIRKHOFF, HENDRICKS, & CARTER, L.L.P. DATED OCTOBER 2023. CONSTRUCTION TIMELINE FOR THIS 16" WATER MAIN IS UNKNOWN.
2. ALL WATER MAIN STUBS TO SUBJECT SITE SHALL BE 8" UNLESS SHOWN OTHERWISE.
3. WATER MAINS SHALL EXIST 2' BEHIND THE PROPOSED BACK-OF-CURB FOR FT. MCNER ROADWAY PER CITY OF AUBREY STANDARDS.
4. PROP. UTRWPD POD NO. 2.8 MGD PUMP STATION SHOWN SCHEMATICALLY PER SUBMITTAL COMMENTS BY BIRKHOFF, HENDRICKS, & CARTER, L.L.P. THIS IS SUBJECT TO FINAL DESIGN AND APPROVAL BY THE CITY OF AUBREY.

	PROPERTY LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY LINE
	PROPOSED STORM LINE
	EXISTING POWER POLE
	EXISTING POWER POLE
	EXISTING WATER LINE
	EXISTING SANITARY LINE
	EXISTING STORM
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED FIRE HYDRANT

Kimley»Horn

3455 NOEL RD. TWO GALLERIA OFFICE TOWER
SUITE 700 DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.

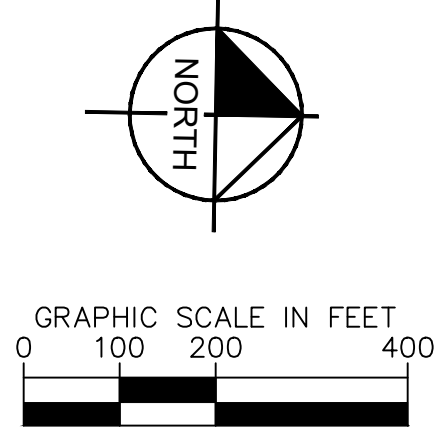
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.

KHA PROJECT	DATE	SCALE	AS SHOWN
064523803	3/27/2024	DESIGNED BY	M
		DRAWN BY	W
		CHECKED BY	M

WNEC FUTURE MCNATT AND
SPRING HILL RD
PREPARED FOR
THE CITY OF AUBREY
AUBREY, TX

PRELIMINARY
UTILITY PLAN

SHEET NUMBER
C-001



1. REFER TO CITY OF AUBREY DESIGN GUIDELINES AND STANDARD CONSTRUCTION DETAILS FOR STORMWATER REQUIREMENTS.
2. THE STORM LAYOUT SHOWN IS PRELIMINARY IN NATURE AND SUBJECT TO APPROVAL BY THE CITY OF AUBREY.
3. FUTURE MCNALT 120" ROW DRAINAGE IS ASSUMED TO BE COLLECTED AND CONVEYED IN THE RIGHT-OF-WAY TO THE EXISTING DOWNSTREAM DRAINAGE CREEK.
4. OFF-SITE FLOW NORTH OF FUTURE MCNALT 120" ROW IS ASSUMED TO BE COLLECTED AND ROUTED TO THE DOWNSTREAM CREEK INSIDE THE MCNALT RIGHT-OF-WAY.
5. FM-428 RUNOFF IS ASSUMED TO DISCHARGE TO THE 48" ON-SITE STORM PIPE THROUGH THE SUBJECT SITE.

	PROPERTY LINE
W	PROPOSED WATER LINE
SS	PROPOSED SANITARY LINE
	PROPOSED STORM LINE
OHP	EXISTING POWER LINE
	EXISTING POWER POLE
W	EXISTING WATER LINE
SS	EXISTING SANITARY LINE
	EXISTING STORM
SSMH	PROPOSED SANITARY SEWER MANHOLE
FH	PROPOSED FIRE HYDRANT
	AREA DESIGNATOR AREA IN ACRES Q100 FLOW IN CFS
	PROPOSED DRAINAGE DIVIDE
	FLOW DIRECTION

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I" (100 (n/hr)	TOTAL FLOW Q100 (cfs)
DA-1	14.86	1.00	0.35	20	6.85	35.63
DA-2	4.33	1.00	0.35	20	6.85	10.39
DA-3	2.70	1.00	0.90	10	9.80	23.83
DA-OS.1	10.59	1.00	0.35	20	6.85	25.38
DA-OS.2	2.38	1.00	0.35	20	6.85	5.70
DA-OS.3	4.80	1.00	0.35	20	6.85	11.51
DA-OS.4	11.67	1.00	0.35	20	6.85	27.98
DA-OS.5	6.15	1.00	0.35	20	6.85	14.74
DA-OS.6	1.11	1.00	0.35	20	6.85	2.67
FM-428	3.17	1.00	0.90	10	9.80	27.94
MCNATT N	5.86	1.00	0.90	10	9.80	51.66
MCNATT S	3.10	1.00	0.90	10	9.80	27.37

No Comments

Digitally signed by Gary C. Hendricks,
P.E., R.P.L.S.
DN: C=US, E=ghendricks@bhcllp.com,
O="Birkhoff, Hendricks & Carter, LLP",
CN="Gary C. Hendricks, P.E., R.P.L.S."
Location: Dallas, TX
Reason: I have reviewed this document
Contact Info: 214.769.5705
Date: 2024.03.28 10:39:43-05'00'

Kimley»Horn
13455 NOEL RD. TWO GALLERIA OFFICE TOWER
SUITE 700 DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
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NEC FUTURE MCNATT AND
SPRING HILL RD
PREPARED FOR
THE CITY OF AUBREY
AUBREY, TX

PRELIMINARY DRAINAGE PLAN

SHEET NUMBER
C-002

[illegible]

CITY OF AUBREY
ORDINANCE NUMBER 831-24

PLANNED DEVELOPMENT DISTRICT

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING EXHIBIT 14A, “ZONING ORDINANCE,” IN CHAPTER 14, “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING FROM UNZONED TO PLANNED DEVELOPMENT DISTRICT WITH GENERAL RETAIL AND GOVERNMENT USES (“PD 831-24”) AS THE ZONING CLASSIFICATION FOR APPROXIMATELY 25.148 ACRES OF LAND, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SPRING HILL ROAD/FM 428 AND FUTURE MCNATT ROAD, BEING SITUATED IN THE F. TREVINO SURVEY, ABSTRACT NO. 1243, CITY OF AUBREY, DENTON COUNTY, TEXAS; MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A”; PROVIDING A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT “B”; PROVIDING DEVELOPMENT REGULATIONS, ATTACHED HERETO AS EXHIBIT “C”; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING FOR AMENDING OFFICIAL ZONING MAP; PROVIDING FOR PENALTIES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF AND AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas (hereinafter referred to as “City”) is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the “City Council”), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Exhibit 14A in Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the “Zoning Ordinance”); and

WHEREAS, the property owners own a 25.148-acre tract of land, generally located at the northeast corner of Spring Hill Road and future McNatt Road, and situated in the F. Trevino Survey, Abstract No. 1243, legally described and depicted in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, approximately 25.148 acres of the Property was recently annexed into the City boundaries and is currently unzoned; and

WHEREAS, the City received a request from the property owner to change the zoning the Property to Planned Development District with general retail and government uses (“Ordinance 831-24”); and

WHEREAS, the Concept Plan and Development Regulations, as set forth in Exhibit B and Exhibit C, attached hereto and incorporated herein, define the land uses and standards for the development of the Property; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the “Planning and Zoning Commission”) has recommended to the City Council to approve establishing the zoning classification on the Property and to amend the official zoning map of the City (the “Zoning Map”) to reflect the Planned Development District; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives; and

WHEREAS, the Zoning Ordinance incorporates design standards and building materials standards that are differentially applicable to residential structures and non-residential buildings; and

WHEREAS, such standards substantially further the preservation of property values and the promotion of economic development within the City; and

WHEREAS, such standards also establish the character of community development and embody architecturally and, in some contexts, culturally significant features of continuing duration; and

WHEREAS, the Zoning Ordinance also provides for planned development districts, which enable departures from traditional zoning district standards in recognition of the unique character of a development project; and

WHEREAS, the City’s policy in creating a planned development district is to incorporate and enhance to the fullest extent feasible the design and building materials standards that are integral to the City’s zoning regulations in all planned development districts; and

WHEREAS, the City Council finds and determines that the incorporation of such standards lends long-term viability to the planned development project; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

**SECTION 1.
INCORPORATION OF PREMISES**

It is hereby officially determined that the recitations contained above in the preamble of this Ordinance are true and correct findings of the City Council and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2.
ZONING AMENDMENT**

Exhibit 14-A “Zoning Ordinance” of Chapter 14, “Zoning” of the City of Aubrey Code of Ordinances is hereby amended to change the zoning of the Property, described and depicted in Exhibit A attached hereto and incorporated herein, from unzoned to Planned Development District with General Retail and Government Uses (“Ordinance 831-24”) as the zoning classification, subject to the regulations set forth in the Exhibits listed below, which Exhibits are attached hereto and incorporated as if fully set

forth herein, and all applicable City ordinances and regulations governing, except as may be modified by this Ordinance:

Exhibit B: Concept Plan
Exhibit C: Development Regulations

SECTION 3. ZONING MAP

The official zoning map of the City shall be amended to reflect the change in zoning described herein to Ordinance 831-24.

SECTION 4. COMPLIANCE REQUIRED

The Property shall be used only in the manner and for the purposes provided for in this Ordinance and the Zoning Ordinance of the City, as amended.

SECTION 5. PENALTY

Any person who violates of any provision this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. CUMULATIVE REPEALER/SAVINGS

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 7. SEVERABILITY

If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 8. CODIFICATION

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and to properly codify this Ordinance as required by Section 3.16 of the Aubrey Home Rule Charter.

SECTION 9. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE

This Ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS
ON THIS 28TH DAY OF MARCH, 2024.**

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

BEING a 25.148 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being that same tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Sharlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 2220.46 feet to a 1/2 inch iron rod with blue cap stamped "*OLD TOWN SURVEYING*" (OTS) set for corner being the southwest corner of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T., same point being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

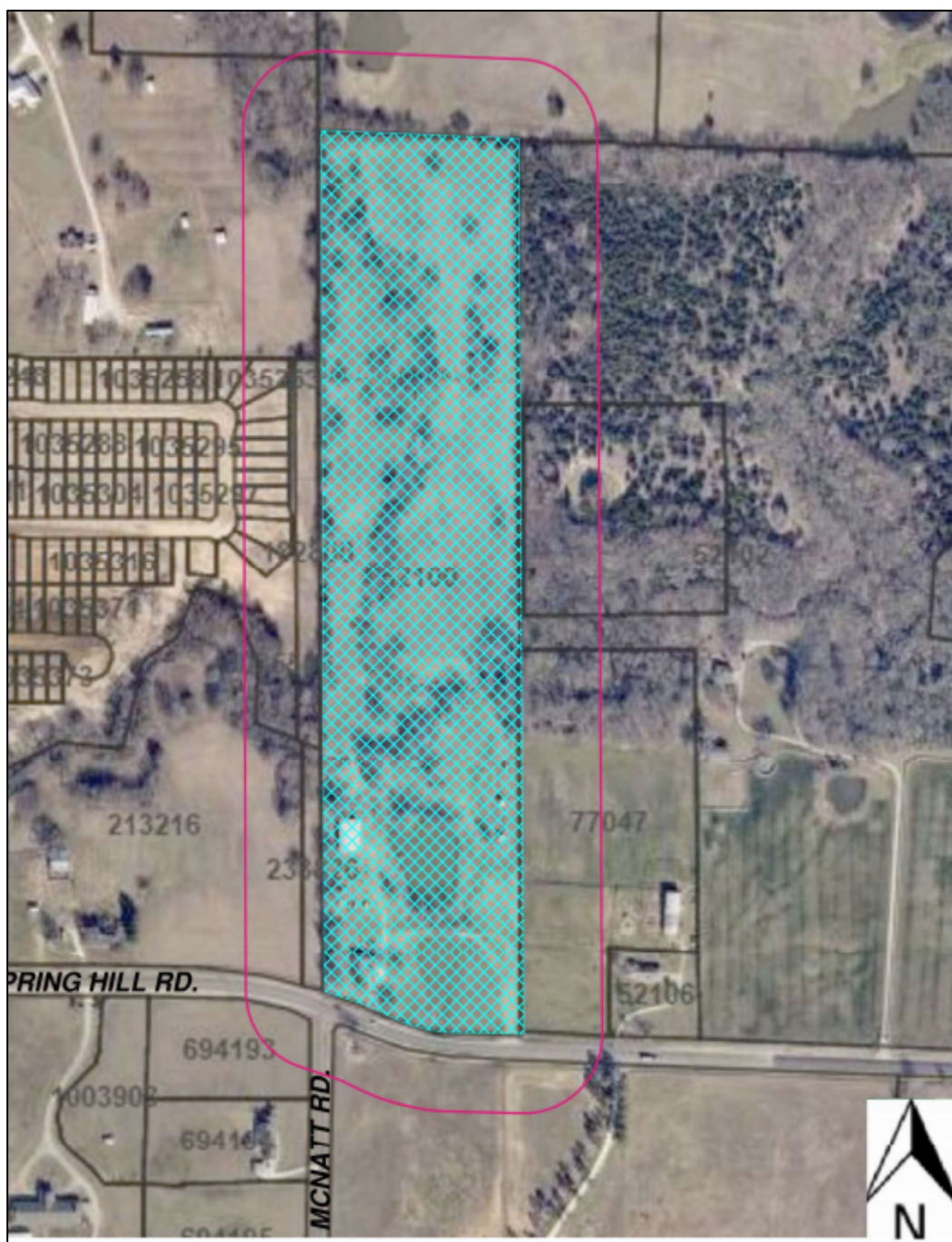
THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 1582.15 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to

Aubrey 81 West, LP., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 25.148 acres of land, more or less.

**EXHIBIT A
PROPERTY LEGAL DEPICTION**



Francisco Tract Survey, Map 100-170
25.148 Acres

Lot 1
City of Aubrey Tract
(70.31 acres)

Lot 2
City of Aubrey Tract
(70.31 acres)

Lot 3
City of Aubrey Tract
(70.31 acres)

Right of Way Dedication

Land Use Description	Gross Acres	Net Acres
Right of Way Dedication		
F.M. 428 (20-foot ROW Dedication)	0.26	
McNatt Road (60-foot ROW Dedication - Lot 1)	0.44	
McNatt Road (60-foot ROW Dedication - Lot 2)	2.45	
Total Right of Way Dedication:	3.15	
Lot 1 - Commercial/Retail		
Lot 1 - Easement Dedication	2.71	
F.M. 428 (20-foot wide water line easement)		0.19
East Property Line (30-foot access/fire lane and Utility Easement)		0.16
Total Lot 1 Easement Dedication:		0.35
Lot 2 - Net Acreage		2.34
Lot 2 - City of Aubrey Tract:		
Total Gross Acreage:		25.15

EXHIBIT C

DEVELOPMENT REGULATIONS

General Retail Tract Uses and Development Regulations (Lot 1):

Permitted uses and development regulations outlined in the General Retail (GR) District as shown in the Zoning Ordinance shall apply to the Tract and shall also include the following:

1. Day Care Center use shall be permitted by right (i.e. without a Specific Use Permit (SUP); and
2. Restaurant use, including a drive-through, drive-in, or pick-up restaurant use, shall be permitted.

The following uses shall be expressly prohibited on Lot 1s:

1. Variety Store. A retail establishment that offers for sale an assortment of inexpensive or discounted physical goods, products or merchandise directly to the consumer such as food or beverages for off-premise consumption, household products, personal grooming and health products and other consumer goods. Variety Store does not include a retail store that: contains a prescription pharmacy; sells gasoline or diesel fuel; or primarily sells specialty food items (e.g. meat, seafood, cheese, oils and vinegars, or confectioneries).
2. Vehicle parking lot use and/or parking structure use as primary commercial use. However, parking lots and/or parking structures associated with a business are permitted; and
3. Outside Storage uses.

Government Tract Uses and Development Regulations (Lot 2):

Permitted Uses shall be as outlined in the “Government Use” definition in the Zoning Ordinance, or as amended: any structure, building and/or grounds owned by, leased to and/or operated by a, state or municipal government entity for the sole purpose of providing public services that the governmental entity is authorized to provide to the public or to engage in, including but not limited to water, sewer, and drainage services and/or to accommodate other public needs of the entity. This definition also includes a building and/or grounds operated by a governmental body for social, recreational, health, or welfare purposes, such as a municipal park or public gathering area. This use designation is not intended for and does not include government entities that are classified as “special districts” formed pursuant to state law or formed by special legislature.

The Development Regulations shall be the General Retail (GR) District regulations as listed in the Zoning Ordinance.

DEVELOPMENT AND ASSIGNMENT AGREEMENT

This Development and Assignment Agreement (this "Agreement") is entered into by and between Pretium Capital LLC (the "Developer") and the City of Aubrey (the "City") to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date"). The Developer and the City are sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County; and

WHEREAS, the Parties desire to enter into this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 et seq of the Texas Local Government Code and other applicable law; and

WHEREAS, all references to Property herein shall mean that approximate 25 acre tract of land fronting on F.M. 428 Spring Hill Road, more commonly known as 1817 Spring Hill Road Aubrey, Texas and which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Denton County, Texas, is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, and is more commonly known as 1817 Spring Hill road, Aubrey, Texas (the "Property") currently owned by the Estate of Jeffrey Scott Harrison, Jr., (the "Original Property Owner"); and

WHEREAS, on the date of execution of this Agreement, Specialty Land Services, LLC, acting as an agent on behalf of City (the "City Agent"), has paid Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00) in earnest money, paid an Option Fee of One Hundred Dollars (\$100.00) and paid Five Thousand Two Hundred Ninety and 99/100 Dollars (\$5,290.99) for required surveys of the Property in the total amount of Seventeen Thousand Seven Hundred Ninety and 99j/100 Dollars (\$17,790.99) (the "Prepaid City Costs") executed documents, and entered into a Land Purchase Agreement with the Original Property Owner dated July 10, 2023, a copy of which is attached hereto and incorporated herein as **Exhibit C** (the "Land Purchase Agreement"); and

WHEREAS, Agent has assigned its rights under the Land Purchase Agreement to City as evidenced by the "Assignment of Property Contract" dated August 14, 2023 by and between City Agent and City, a copy of which is attached hereto and incorporated herein as **Exhibit D** ("Agent/City Assignment"); and

WHEREAS, pursuant to the Land Purchase Agreement and Agent/City Assignment the City is the Buyer under the Land Purchase Agreement and (i) City has the exclusive right to purchase the Property for One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) (the "Purchase Price"); and (ii) City and Original Property Owner have scheduled a date of August 25, 2023 to close on the purchase of the Property (the "Closing Date"); and

WHEREAS, City's intent in purchasing the Property was to annex the Property into the corporate limits of the City and to use the property to locate certain public facilities, including critical public infrastructure and recreational facilities; and

WHEREAS, Developer understands that upon purchasing the Property, the City would have the right to annex the Property into the corporate limits of the City, and that by assigning its rights under the Land Purchase Agreement to Developer, City relinquishes its right to annex the Property as City-owned Property as allowed by State law; and

WHEREAS, to make City whole, Developer has also agreed that within thirty (30) days of Closing (defined hereinbelow) on the Property, Developer will execute and return a petition satisfying all legal requisites under applicable law to allow City to annex the Proposed Commercial Tract; and

WHEREAS, Subsequent to execution of the Land Purchase Agreement by City Agent, Developer advised City of its interest in purchasing the Property and entered into discussions with the City regarding potential commercial development opportunities for an approximate 3.354 acres of the Property located along F.M. 428, as more specifically described and depicted in **Exhibit "E"** to this Agreement (the "Proposed Commercial Tract") and proposed that the Parties enter into an Agreement whereby Developer would purchase the Property, retain ownership of the Proposed Commercial Tract, and donate the remaining approximate 21.794 acres of the Property to the City for public use, as more specifically described and depicted in **Exhibit "F"** to this Agreement (the "Public Use Tract"); and

WHEREAS, Developer proposed and City has agreed that in exchange for City's assignment of its rights to purchase the Property under the Land Purchase Agreement, Developer will: (i) assume City's financial obligations under the Land Purchase Agreement and purchase the Property pursuant to the terms of the Land Purchase Agreement; (ii) retain ownership of the Proposed Commercial Tract; (iii) at no cost to City, donate the Public Use Tract to the City within sixty (60) days after closing; (iv) submit to the City a petition for annexation of the Proposed Commercial Tract under Subchapter C-3 of Texas Local Government Code, Chapter 43, as forth in Article III below; (v) donate, at no cost to the City, certain easements and fee simple right-of-way upon the Proposed Commercial Tract necessary for the benefit and use of the Public Use Tract; and (vi) execute a lease of the house located upon the Property to allow City's use of the house for a one (1) year period and mutually agreed upon one (1) year renewal; and

WHEREAS, in consideration for the promises of Developer as set forth in the preceding recital, City has agreed to assign its rights under the Land Purchase Agreement to Developer, Developer has agreed to comply with the terms of this Agreement, and the Parties anticipate that the transfer of the Public Use Tract will occur after any seasoning or holding requirements are met such that Developer can realize a charitable tax deduction with respect to the Public Use Tract.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth above in the Recitals and the covenants and cross promises contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The Parties agree that the foregoing Recitals, which Recitals form the basis of this Agreement, are incorporated into the terms of this Agreement as if written word for word.

ARTICLE II.
ASSIGNMENT OF CITY RIGHTS UNDER LAND PURCHASE AGREEMENT

2.01 City Consideration - Assignment of Land Purchase Agreement. Upon payment by Developer of all applicable Prepaid City Costs (defined in “Recitals”), execution and delivery of an originally signed copy of this Agreement and of an originally signed copy of the “Assignment of Property Contract Between the City of Aubrey, Texas and Pretium Capital, LLC”, in a form substantially as set forth in **Exhibit “G”** hereto (the “City/Developer Assignment”), City shall deliver to Developer an originally signed copy of this Agreement and of the City/Developer Assignment to assign City’s rights as Buyer under the Land Purchase Agreement to Developer. City agrees to execute this Agreement and the City/Developer Assignment in consideration for the Developer’s compliance with its obligations under this Agreement, including without limitation those obligations listed in Section 1.02, “Developer Consideration – Donation of Public Use Tract” of this Agreement. The City further agrees, with respect to the Public Use Tract, to: (i) execute and deliver all documents reasonably necessary to facilitate Developer securing a tax deduction with respect to its donation of the Public Use Tract; provided such requested documents are within the City’s authority to execute and tender, and (ii) the City shall name any park developed on the Public Use Tract “Trivedi Park.”

2.02 Developer Consideration - Donation of Public Use Tract. Developer shall pay City all Prepaid City Costs (defined in Recitals) and shall execute and deliver an originally signed copy of this Agreement and the City/Developer Assignment by **2:00 p.m. on Friday, August 25, 2023**. Upon receipt of an originally signed copy of this Agreement and the City/Developer Assignment executed by City and Developer, Developer shall:

(a) fully assume all City rights and obligations under the Land Purchase Agreement; and

(b) complete the purchase of the Property pursuant to the terms of the Land Purchase Agreement on the scheduled Closing Date by taking all actions necessary, including the payment of the purchase price, all Prepaid City Costs (defined in Recitals) and all costs of closing, prior to or on the Closing Date in accordance with the terms of this Agreement and the Land Purchase Agreement (the “Closing”); and

(c) retain ownership of the Proposed Commercial Tract as described and depicted in **Exhibit E** hereto; and

(d) at no cost to City, within sixty (60) days of closing on the Property, take all necessary actions donate the Public Use Tract to City by deeding full fee simple title to the Public Use Tract as described and depicted in **Exhibit "F"** to the City, subject to all encumbrances that are of record; and

(e) within thirty (30) days of the Closing Date, submit to the City a petition for annexation of the Proposed Commercial Tract under Subchapter C-3 of Texas Local Government Code, Chapter 43, and comply with all obligations to effectuate annexation as forth in **Article III, Annexation Matters**, below; and

(f) Donate, at no cost to the City, each of the following described easements and right-of-way areas upon the Proposed Commercial Tract for the benefit and use of the general public and of the Public Use Tract, as depicted on **Exhibit H, "Easement and Right of Way Dedications"** hereto, either by separate instrument or by plat, with such method of donation being at City's sole discretion:

- i. 30' Access and utility easement (an approximate .16 acres) on east boundary of the Proposed Commercial Tract
- ii. 20' wide right of way (an approximate .24 acres) along FM428
- iii. 20' wide water and sewer easement (an approximate .19) acres adjacent to FM428
- iv. 60' right of way dedication (an approximate .44 acres) on the Proposed Commercial Tract for future McNatt Rd.

(g) execute a lease between Developer and City whereby Developer leases the house and land located at 1817 Spring Hill Road Aubrey, Texas, such house located upon the Proposed Commercial Tract, to the City for a period of one (1) year from the Closing Date (the "Rental House"). The Rental House shall be leased to City for an annual rental fee of \$1.00, and the term of the lease shall be for a twelve-month period commencing on August 25, 2023 and terminating on August 25, 2024. Upon mutual agreement, the Parties shall have the right to extend the lease for an additional one (1) year term for an additional \$1.00 annual rental fee.

2.03. Terms Survive. The rights and obligations contained in this Section survive Termination and Closing, and the rights and obligations of the Parties hereto shall continue in full force and effect after the Closing Date until such time as each Party has fully complied with the terms of this Section and the Agreement.

ARTICLE III

ANNEXATION MATTERS

3.01. Annexation. Within thirty (30) days of the date of the Closing Date, Developer agrees to submit a voluntary annexation petition for the Proposed Commercial Tract. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. If the City is unable to complete the annexation of the Proposed Commercial Tract for any reason, including but not limited to procedural error or legal challenge, the Developer shall execute another voluntary annexation petition for the Proposed Commercial Tract within ten (10) days of being requested to do so. The Developer acknowledges and agrees that:

(a) this Section 3.1 was a material inducement for the City to enter into this Agreement with Developer, and City would not have executed this Agreement without Developer's agreement to voluntarily annex the Proposed Commercial Tract;

(b) the Developer is not required to enter into this Agreement; and

(c) the annexation procedures described in this Agreement require the Developer's consent, and by entering into this Agreement, the Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, the City has provided to the Owner the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

As consideration for Developer agreeing to the voluntary annexation of the Proposed Commercial Tract, the Developer shall be entitled to develop the Proposed Commercial Tract in accordance with the City's zoning and development standards for commercial property, as set forth in **Exhibit "I"** hereto, or as such standards are modified, amended, or replaced by the City in the future as an entitlement under Section 212.171 of the Texas Local Governmental Code, as amended. The Developer agrees to submit a zoning application as required simultaneously with its annexation application.

ARTICLE IV

TERM

The term of this Agreement shall be for a period of sixty (60) days after the Effective Date, except that the obligations that are expressly designated as surviving Termination and Closing shall continue in full force and effect until fully effectuated. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE V
INDEMNIFICATION AND DEVELOPER'S ACKNOWLEDGMENT

5.01 Indemnification and Hold Harmless.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "**INDEMNIFIED PARTY**"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER (THE "**CLAIMS**"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST THE DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

5.02 The Developer's Acknowledgement of the City's Compliance with Federal and State Constitutions, Statutes and Case Law and Federal, State and Local Ordinances, Rules and Regulations/Developers' Waiver and Release of Claims For Obligations is expressly set forth in this Agreement as follows.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(i) THE PUBLIC USE TRACT, EASEMENTS AND RIGHT OF WAY EXPRESSLY DONATED AND DEDICATED TO THE CITY AS SET FORTH IN WHOLE OR IN PART HEREIN, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(ii) THE DEVELOPER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b). For the sole purposes of effecting the release set forth above in Section 5.02(a)(ii) and for no other purposes, Developer acknowledges as follows:

(i) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND THE DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE.

The Parties acknowledge that: (i) it is the intent of the Parties that Developer be afforded a tax deduction with the Internal Revenue Service for the value of the Public Use Tract donated, and (ii) that the foregoing acknowledgements are being made solely for the purpose of giving legal effect to the releases and waivers set forth in this Section 5.02 in favor of the City.

(b) THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI
EVENTS OF DEFAULT; REMEDIES; SPECIFIC PERFORMANCE

6.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than ten (10) days after written notice of the alleged failure has been given).

6.02 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. **IN THE EVENT THAT DEVELOPER RECEIVES THE EXECUTED CITY/DEVELOPER ASSIGNMENT, EXECUTES CLOSING BUT FAILS TO COMPLY WITH ANY ONE OR MORE OF THE DEVELOPER'S OBLIGATIONS SET FORTH IN SECTION 2.02 OF THIS AGREEMENT AFTER WRITTEN NOTICE FROM THE CITY AND FIVE (5) DAYS TO CURE, INCLUDING WITHOUT LIMITATION, THE CONVEYANCE OF DEED TO THE PUBLIC USE TRACT TO CITY, DEVELOPER SHALL, WITHIN FIVE (5) DAYS OF WRITTEN NOTICE FROM CITY, EXECUTE ALL DOCUMENTS AND PAY ALL COSTS TO DEED THE PROPERTY IN ITS ENTIRETY TO THE CITY, SUBJECT TO THE CITY REIMBURSING DEVELOPER FOR ITS PURCHASE PRICE FOR THE PROPERTY, ATTORNEYS FEES AND OTHER COSTS OF ENFORCEMENT OF THIS SECTION AND DAMAGES DIRECT (TO THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ALL OF WHICH ARE WHEREBY WAIVED) INCURRED BY CITY DUE TO DEVELOPER'S BREACH OF ITS OBLIGATIONS HEREUNDER.**

ARTICLE VII
ADDITIONAL PROVISIONS

7.01 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

7.02 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City: Attn: Charles Kreidler, City Manager
City of Aubrey
107 South Main Street
Aubrey, TX 76227
Email: ckreidler@aubreytx.gov

With a copy to: Attn: Patricia Adams, City Attorney
Messer & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: Patricia@txmunicipallaw.com

To the Developer: Pretium Capital LLC
Attn: Bhadresh Trivedi, Manager
2504 Loftsmoor Lane
Plano, Texas 75025
Email: bhadres_trivedi@yahoo.com

With a copy to: Dennis Holmgren
Holmgren Johnson: Mitchell Madden, LLP
12801 North Central Expressway, Suite 140
Dallas, Texas 75243
E-mail: dennis@hjmmllegal.com

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

7.03 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

7.04 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

7.05 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges

and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

7.06 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

7.07 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

7.08 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Exclusive venue for any action to enforce or construe this Agreement shall be in Denton County District Court.

7.09 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

7.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- | | |
|------------------|---|
| Exhibit A | Metes and Bounds Description of the Property |
| Exhibit B | Depiction of the Property |
| Exhibit C | Land Purchase Agreement |
| Exhibit D | Agent/City Assignment |

Exhibit E	Proposed Commercial Tract
Exhibit F	Public Use Tract
Exhibit G	City/Developer Assignment
Exhibit H	Easement and Right of Way Dedications
Exhibit I	Commercial Development Standards

7.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

7.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

7.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

7.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged. The Parties further acknowledge that the monetary or in-kind consideration exchanged by the Parties relative to this transaction for federal income tax purposes is based solely on: (i) the City's agreement with respect to development standards for the Proposed Commercial Tract, (ii) the easements relative to the Proposed Commercial Tract agreed to by Developer, (iii) Developer's voluntary annexation of the Proposed Commercial Tract, and (iv) the lease Developer is extending to the City for the house on the Proposed Commercial Tract.

7.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by

the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in Form 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on August 24, 2023.

Date: 8-25-2023

CITY OF AUBREY

By: CMKneidler
Charles Kreidler, City Manager

STATE OF TEXAS

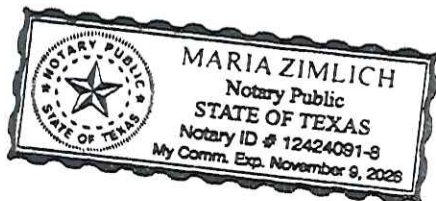
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COUNTY OF DENTON

This instrument was acknowledged before me on the 25th day of August, 2023, by Charles Kreidler, the City Manager of the City of Aubrey, Texas, on behalf of said City.

[Signature]
Notary Public, State of Texas

(SEAL)



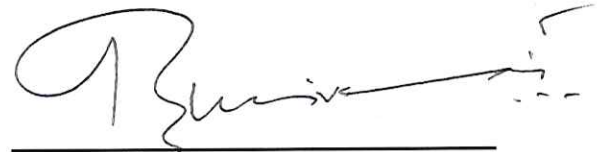
MARIA Zimlich
Name printed or typed

Commission Expires: 11/9/2026

Date: 8/26/23

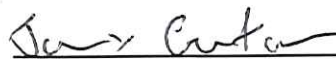
DEVELOPER: PRETIUM CAPITAL LLC

By:


Bhadresh Trivedi, Manager

STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on August 26th, 2023, personally appeared Bhadresh Trivedi, in his capacity as the Manager of Pretium Capital LLC, and acknowledged that he executed the foregoing document in such capacity on behalf of such Company.


Notary Public in and for the State of Texas

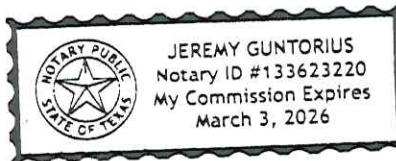


EXHIBIT A
METES AND BOUND DESCRIPTION/SURVEY OF THE PROPERTY

BEING a 25.148 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being that same tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Sharlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 2220.46 feet to a 1/2 inch iron rod with blue cap stamped "*OLD TOWN SURVEYING*" (OTS) set for corner being the southwest corner of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T., same point being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

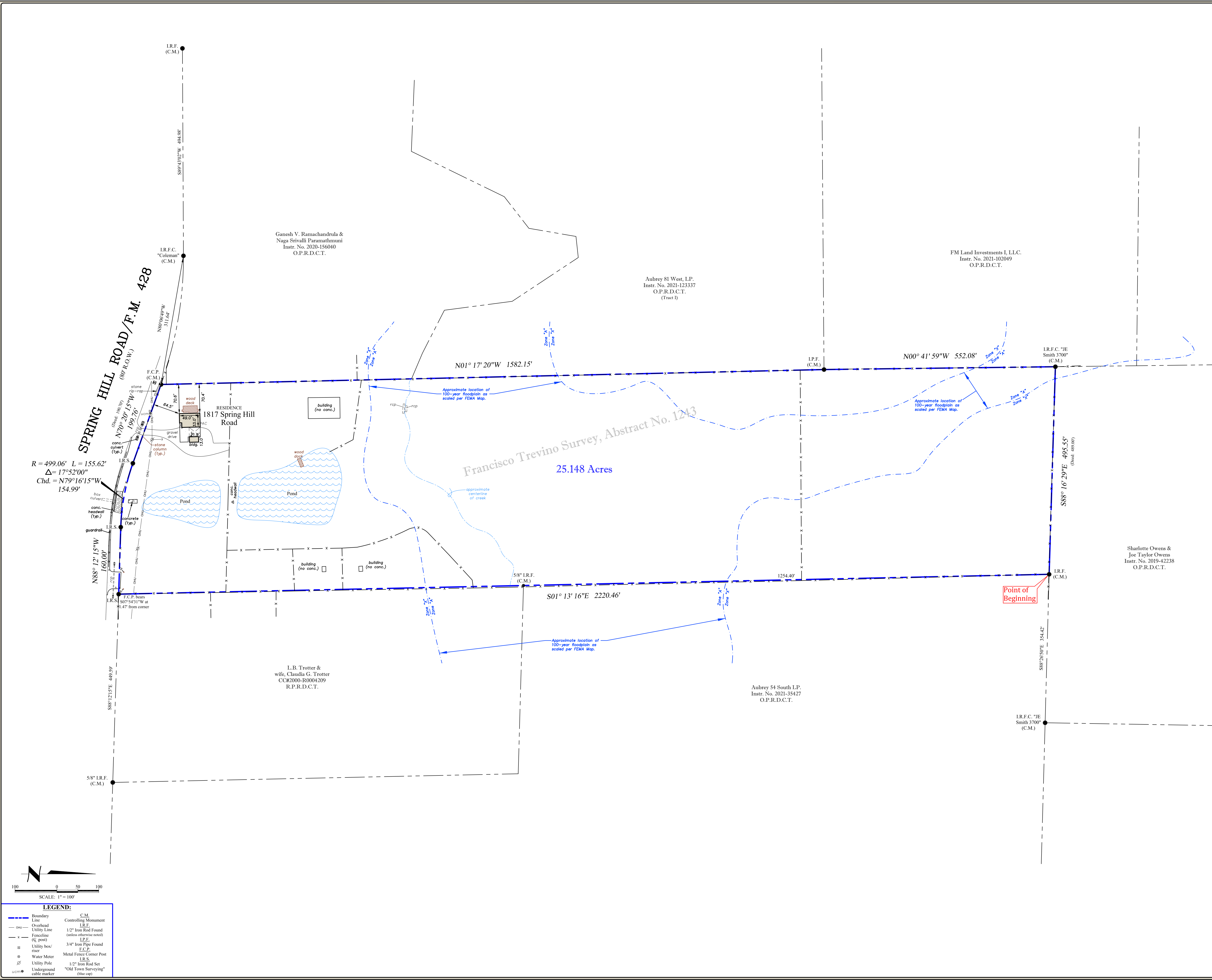
THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 1582.15 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to

Aubrey 81 West, LP., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 25.148 acres of land, more or less.

EXHIBIT B
DEPICTION/SURVEY OF THE PROPERTY



FIELD NOTES DESCRIPTION:

BEING a 25.148 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being that same tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, L.P., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Charlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 2220.46 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner being the southwest corner of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T., same point being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 1582.15 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to Aubrey 81 West, L.P., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 25.148 acres of land, more or less.

Boundary Survey



1817 Spring Hill Road,
Aubrey, Texas



132 W. Main Street,
Lewisville, TX 75057
Ph: 972.436.8141
Fax: 972.739.9161

Freedom Title Co. G.F. No. 23067920LV-LS

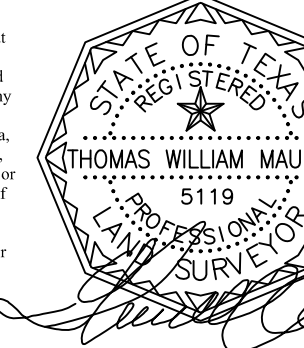
Fieldwork Date: 07/20/2023 Party Chief: BH

Job No.: 202307106 Tech: JJ

FLOOD NOTE: It is my opinion that the property described hereon partially lies within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480774 0265 G, present Effective Date of Map, April 18, 2011, herein property lies within Zone "A", "X", and "V". Unshaded.

SURVEYORS CERTIFICATION:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way that have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.

July 21, 2023



Old Town Surveying, LLC.
Professional Land Surveyors

310 Office Park Circle, Suite 120, Lewisville, Texas 75057
Ph: 469.293.8079 info@oldtownsurveying.com
TFRN Number: 10194611

EXHIBIT C
LAND PURCHASE AGREEMENT



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

FARM AND RANCH CONTRACT

NOTICE: Designated For Use In Sales Of Existing Farms Or Ranches Of Any Size. Not For Use In Complex Transactions.



Estate of:

1. **PARTIES:** The parties to this contract are Jeffrey Scott Harrison Jr , Barbara Hamilton - executor (Seller) and Specialty Land Services LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the Property (Property).

A. **LAND:** The land situated in the County (or Counties) of Denton

Texas, described as follows: A1234A F. Trevino, TR 24, 24.75 acres, old DCAD TR 10A

or as described on attached exhibit, also known as 1817 Spring Hill Rd, Aubrey, TX (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto.

B. **IMPROVEMENTS:**

(1) **FARM AND RANCH IMPROVEMENTS:** The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.

(2) **RESIDENTIAL IMPROVEMENTS:** Any houses, garages, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. **ACCESSORIES:**

(1) **FARM AND RANCH ACCESSORIES:** The following described related accessories: (check boxes of conveyed accessories) ☒ portable buildings ☐ hunting blinds ☐ game feeders ☐ livestock feeders and troughs ☒ irrigation equipment ☒ fuel tanks ☐ submersible pumps ☐ pressure tanks ☒ corrals ☒ gates ☐ chutes ☐ other: _____

(2) **RESIDENTIAL ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. **CROPS:** Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. **EXCLUSIONS:** The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: None

F. **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing \$ 1,250,000.00

The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in the contract.

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,

☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ _____

C. Sales Price (Sum of A and B) \$ 1,250,000.00

D. The Sales Price ☐ will ☒ will not be adjusted based on the survey required by Paragraph 6C.

If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.

4. **LEASES:** Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. **RESIDENTIAL LEASES:** The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

Initialed for identification by Buyer BMand Seller BA

TREC NO. 25-15

- ☐ B. **FIXTURE LEASES:** Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
- ☐ C. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, water, or other natural resource lease affecting the Property to which Seller is a party.
- ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
- ☐ D. **SURFACE LEASES:** "Surface Lease" means an existing lease for the surface only of the Property (for example, grazing leases, hunting leases, agricultural leases, recreational leases, wind leases, solar leases, timber or forestry leases). (Check all applicable boxes)
- ☐ (1) Seller has delivered to Buyer a copy of all written Surface Leases.
- ☐ (2) Seller provides Buyer with notice of the following oral Surface Lease(s), identifying the type of lease, name of the tenant(s), rental amount, and term:
Seller has no leases nor any knowledge of any leases
- ☒ (3) Seller has not delivered to Buyer all Surface Leases (whether written or oral). Seller shall provide to Buyer a copy of all the written Surface Leases and notice of all oral Surface Leases, identifying the type of lease, the name of the tenant(s), rental amount, and term, within 3 days after the Effective Date. Buyer may terminate the contract within N/A days after the date the Buyer receives all the Surface Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. **DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to Laurie Shipman- Freedom Title (Escrow Agent) at 132 W Main St, Lewisville TX, TX 75057 (address): \$ 12,500.00 as earnest money and \$ 100.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 30 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by: Freedom Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) The standard printed exception for standby fees, taxes and assessments.
- (2) Liens created as part of the financing described in Paragraph 3.
- (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

Initialed for identification by Buyer

Bm

and Seller

BH

(Address of Property)

- (4) The standard printed exception as to marital rights.
 (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☒ (i) will not be amended or deleted from the title policy; or
☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
 (7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land survey or acceptable to the Title Company and Buyer's lender(s). (Check one box only):
☒ (1) Within 21 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey ☒ will ☐ will not be recertified to a date subsequent to the Effective Date of this contract at the expense of ☐ Buyer ☒ Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of ☐ Buyer ☒ Seller no later than 3 days prior to Closing Date.
☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
☐ (4) No survey is required.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: N/A

Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

- E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

Document	Date	Recording Reference
_____	_____	_____
_____	_____	_____

- F. SURFACE LEASES: The following Surface Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: _____

G. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the

Initialed for identification by Buyer Bm

and Seller BT

Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**

(Check one box only)

- ☒ (1) Buyer has received the Notice
- ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☐ (3) The Texas Property Code does not require this Seller to furnish the Notice.

Initialed for identification by Buyer Bm and Seller BA

- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

- E. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs to Buyer at closing. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.
- F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. SELLER'S DISCLOSURE:
- (1) Seller ☐ is ☐ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
 - (2) Seller ☐ is ☐ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
 - (3) Seller ☐ is ☐ is not aware of any environmental hazards that materially and adversely affect the Property.
 - (4) Seller ☐ is ☐ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller ☐ is ☐ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller ☐ is ☐ is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller ☐ is ☐ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
 - (8) Seller ☐ is ☐ is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary):
N/A

- I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ N/A. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: N/A

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: **Buyer is Licensed Texas Real Estate Broker**

- B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

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9. CLOSING:

- A. The closing of the sale will be on or before August 25, 2023, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. **SMART DEVICES:** "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) **Contract may be assigned without prior approval of Seller****12. SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will

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affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may ~~(a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract.~~ If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. **ESCROW:**

- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

Initialed for identification by Buyer gm and Seller BH

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Contract Concerning 1817 Spring Hill Rd. Aubrey Tx 76227
(Address of Property)

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- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non- foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1341 S Preston RdTo Seller at: Barbara HamiltonCelina, TX 750091461 Bregenz; Lewisville Tx 75067Phone: (972)679-9488Phone: 214-616-3837E-mail/Fax: buddy@specialtyland.comE-mail/Fax: barbarahamilton613@yahoo.comE-mail/Fax: _____
With a copy to Buyer's agent at:E-mail/Fax: _____
With a copy to Seller's agent at:1holtzman1@gmail.com

- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|--|
| ☐ Third Party Financing Addendum | ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| ☐ Seller Financing Addendum | ☐ Seller's Temporary Residential Lease |
| ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association | ☐ Short Sale Addendum |
| ☐ Buyer's Temporary Residential Lease | ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| ☐ Loan Assumption Addendum | ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| ☐ Addendum for Sale of Other Property by Buyer | ☐ Addendum for Property in a Propane Gas System Service Area |
| ☐ Addendum for "Back-Up" Contract | ☐ Addendum Regarding Residential Leases |
| ☐ Addendum for Coastal Area Property | ☐ Addendum Regarding Fixture Leases |
| ☐ Addendum for Authorizing Hydrostatic Testing | ☐ Other (list): _____ |
| ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal | |
| ☐ Addendum for Reservation of Oil, Gas and Other Minerals | |
| ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment | |

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DS

TREC NO. 25-15

Contract Concerning 1817 Spring Hill Rd. Aubrey Tx 76227
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23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.Buyer's
Attorney is: _____Seller's
Attorney is: none desired at this time

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the 7/10/2023 day of 7/10/2023, _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)Buckley Munoz
Buyer
President - Specialty Loan Service

DocuSigned by:

[Signature]
Seller
B3BDA9CC42E748E...

7/10/2023

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936- 3000 (<http://www.trec.texas.gov>) TREC NO. 25-15. This form replaces TREC NO. 25-14.

RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker 3.000% of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker:

By: _____

Listing Broker:

By: _____

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES**Specialty Land Services LLC****900809**

Other Broker

License No.

Re/Max Cross Country

9006480

Listing or Principal Broker Firm

License No.

Buddy Minett**0522235**

Associate's Name

License No.

Lee Holtzman

0324466

Listing Associate's Name

License No.

Team Name

buddy@specialtyland.com**(972)679-9488**

Associate's Email Address

Phone

Team Name

Lholtzman1@gmail.com

214-232-3278

Listing Associate's Email Address

Phone

Scott K. Smith

0462981

Licensed Supervisor of Associate

License No.

Licensed Supervisor of Listing Associate

License No.

1341 S Preston Rd

Other Broker's Office Address

Phone

1990 Justin Rd

972-317-9586

Listing Broker's Office Address

Phone

Celina**TX****70009**

City

State

Zip

Highland village

Tx

75077

City

State

Zip

represents



Buyer only as Buyer's agent



Seller as Listing Broker's subagent

Selling Associate

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

represents



Seller Only



Buyer Only

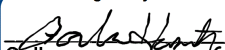


Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☒ Seller ☐ Buyer will pay Listing/Principal Broker ☐ a cash fee of \$ _____ or ☐ 3.000 % of the total Sales Price; and (b) ☐ Seller ☐ Buyer will pay Other Broker ☐ a cash fee of \$ _____ or ☐ _____ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

DO NOT SIGN IF THERE IS A SEPARATE AGREEMENT FOR PAYMENT OF BROKERS' FEES. Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

DocuSigned by:


 Seller
 B3BDA9CC42E748E...

7/10/2023


 Buyer

Seller

Buyer

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent **Laurie Shipman- Freedom Title**

_____ Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____

Received by _____

Email Address _____

_____ Date/Time

Address _____

_____ Phone

City _____

State _____

Zip _____

_____ Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____

Received by _____

Email Address _____

_____ Date

Address _____

_____ Phone

City _____

State _____

Zip _____

_____ Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____

Received by _____

Email Address _____

_____ Date/Time

Address _____

_____ Phone

City _____

State _____

Zip _____

_____ Fax

EXHIBIT D
AGENT/CITY ASSIGNMENT

ASSIGNMENT OF PROPERTY CONTRACT

THIS ASSIGNMENT OF PURCHASE AND SALE CONTRACT (this "Assignment") is executed by and between Specialty Land Services LLC ("Assignor"), and City of Aubrey TX ("Assignee(s)").

RECITALS:

A. **Jeffrey Scott Harrison Jr, Barbara Hamilton - executor**, as seller(s), and Assignor, as buyer, entered into that certain Contract dated July 10th, 2023, (hereinafter referred to as the "Contract"), for the sale and purchase 1817 Spring Hill Rd, Aubrey Tx (as more particularly described in the Contract, the "Property"). The sale and purchase of the Property shall hereinafter be referred to as the "Transaction." – Attached.

B. Assignor desires to assign its interest under the Contract to Assignee, and Assignee desires to accept such assignment and assume Assignor's interest in the Contract as hereinafter provided.

C. Assignor and/or its agents and affiliates have acted for the benefit of Assignee and have incurred certain expenses under the Contract.

D. There exists no impediment to the assignment of Assignor's interest in the Contract under the terms of the Contract.

NOW, THEREFORE, in consideration of the Recitals, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

This Assignment is made pursuant to the following terms and conditions:

1. Independent Examination of Contract. Assignee hereby acknowledges that it is thoroughly familiar with all terms and provisions of the Contract and accepts the same.

2. Reimbursement of Assignor for Certain Costs. \$12,500 Earnest Money to be reimbursed at assignment, \$100 Option Fee, to be reimbursed at assignment, Surveys - \$5,290.99 to be reimbursed at assignment.

3. Performance by Assignee. Assignor hereby sells, assigns, transfers and conveys all of its right, title, and interest in and to the Contract to Assignee, its successors and assigns, and authorizes and empowers Assignee to enforce performance of all covenants and conditions contained in the Contract and to demand and receive the Deed Without Warranty covenanted to be given in the Contract in the same manner and with the same effect as Assignor could have done had this Assignment not been made. Assignee hereby assumes all of Assignor's obligations, duties and liabilities under the Contract.

4. Counterparts. This Assignment may be executed in more than one counterpart with the same effect as if all parties had executed the same document. Each counterpart will be deemed an original and the counterparts, taken together, will constitute one and the same document. This Assignment may be executed, and will be effective, with signatures transmitted by facsimile.

5. Indemnity of Assignor. Assignee hereby accepts the assignment of rights provided for herein without recourse on Assignor, and Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, causes of action, and expense (including, but not limited to, attorneys' fees, litigation expenses and court costs) in connection with or pursuant to the Contract or this Assignment.

EXECUTED effective as of the 14th day of August, 2023.

ASSIGNOR:

Buddy Minetti
Specialty Land Services LLC

ASSIGNEE(s):

CM Knudsen
City of Aubrey TX

EXHIBIT E
PROPOSED COMMERCIAL TRACT

FIELD NOTES DESCRIPTION:

BEING a 3.354 acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, and being a portion of that certain tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for corner being the northeast corner of said Harrison tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, L.P., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Charlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 1964.60 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for the POINT OF BEGINNING of the herein described tract, same point being in the west line of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, with the west line of said Trotter tract, a distance of 255.86 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), same point being the southwest corner of said Trotter tract, from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 321.07 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the east line of tract of land described by deed to Ganesh V. Ramachandrala and Naga Srivalli Paramathmuni, recorded under Instrument Number 2020-156040, O.P.R.D.C.T., from which a 3/4 inch iron pipe found bears North 01 degrees 17 minutes 20 seconds West at 1261.08 feet;

THENCE South 88 degrees 39 minutes 14 seconds East, over and across said Harrison tract, a distance of 181.91 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 14 degrees 57 minutes 58 seconds East, over and across said Harrison tract, a distance of 160.90 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 88 degrees 39 minutes 14 seconds East, over and across said Harrison tract, a distance of 278.75 feet to the POINT OF BEGINNING and containing 3.354 acres of land, more or less.

NOTES

- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 402, NAD83 (U.S. Feet).
- Easement recorded in Volume 342, Page 247 does not affect the subject tract to the best of my knowledge.
- Blanket Easement recorded in Volume 402, Page 78 includes the subject tract.
- BE ADVISED: Dividing land initially through a deed will not serve to Plat, Replat or Amend the Plat. A survey is not a Plat. Before any permits can issue or construction be initiated, a Replat or Amended plat must first be filed and approved by the appropriate governmental authority. There is no representation that the division of this parcel will be approved by the city or county. Surveyor has divided this parcel as instructed; however, Client acknowledges that the Plat, Replat or Amended Plat application is a costly process and will be the sole responsibility of Client. Client releases Old Town Surveying from all liability in this matter.

Boundary Survey



1817 Spring Hill Road,
Aubrey, Texas

Prepared for:



Freedom Title Co. G.F. No. 23067920LV-LS

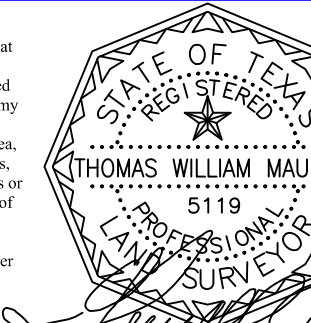
Fieldwork Date: 07/20/2023 Party Chief: BH

Job No.: 202307106-2 Tech: JJ

FLOOD NOTE: It is my opinion that the property described hereon is not within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480774 0265 G, present Effective Date of Map, April 18, 2011, herein property lies within Zone "X" Unshaded.

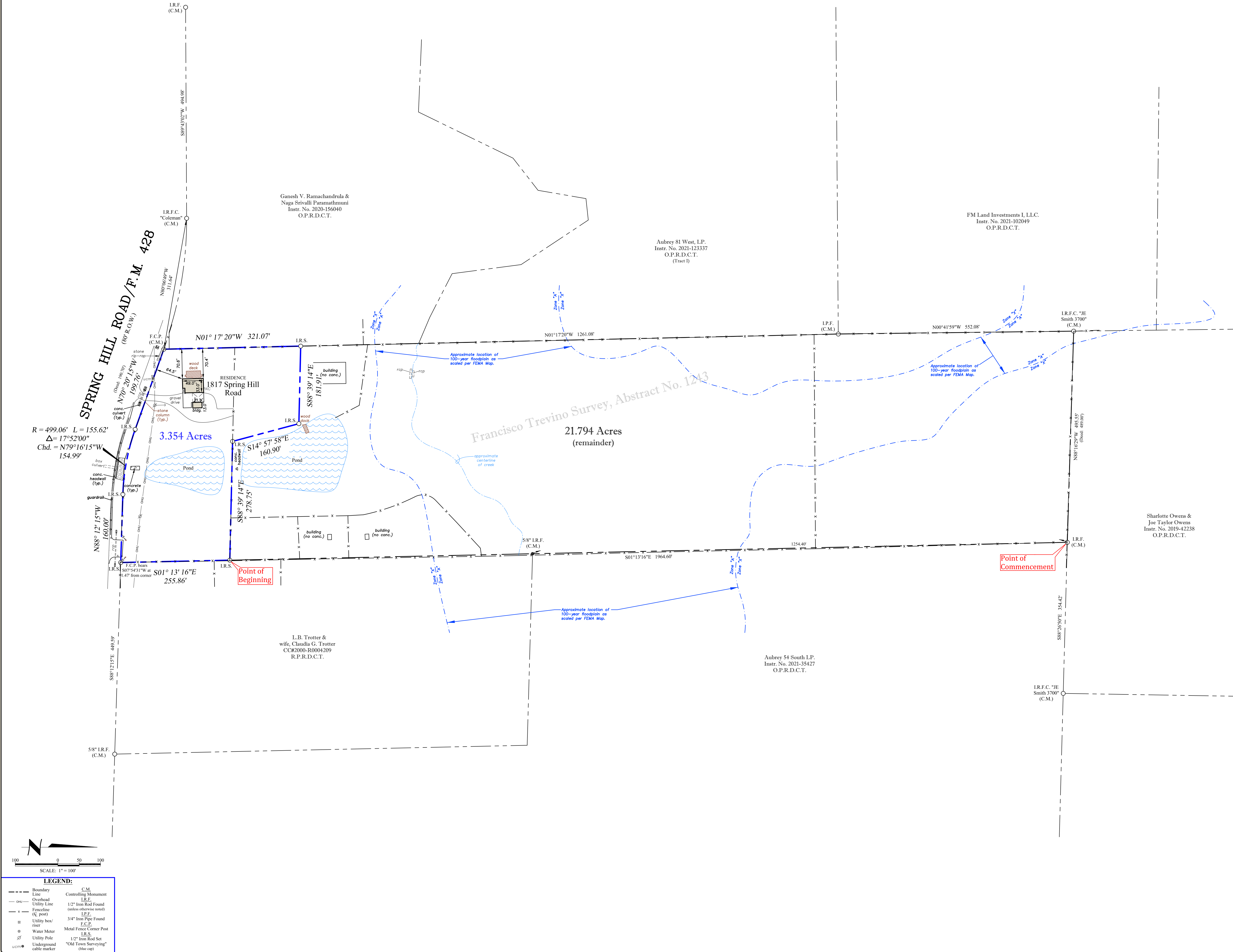
SURVEYORS CERTIFICATION:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way that have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.

August 23, 2023



Old Town Surveying, LLC.
Professional Land Surveyors

310 Office Park Circle, Suite 120, Lewisville, Texas 75057
PH: 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611



BEING a 3.354 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being a portion of that certain tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for corner being the northeast corner of said Harrison tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Sharlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 1964.60 feet to a 1/2 inch iron rod with blue cap stamped "*OLD TOWN SURVEYING*" (OTS) set for the **POINT OF BEGINNING** of the herein described tract, same point being in the west line of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, with the west line of said Trotter tract, a distance of 255.86 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), same point being the southwest corner of said Trotter tract, from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 321.07 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the east line of tract of land described by deed to Ganesh V. Ramachandrula and Naga Srivalli Paramathmuni, recorded under Instrument Number 2020-156040, O.P.R.D.C.T., from which a 3/4 inch iron pipe found bears North 01 degrees 17 minutes 20 seconds West at 1261.08 feet;

THENCE South 88 degrees 39 minutes 14 seconds East, over and across said Harrison tract, a distance of 181.91 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 14 degrees 57 minutes 58 seconds East, over and across said Harrison tract, a distance of 160.90 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 88 degrees 39 minutes 14 seconds East, over and across said Harrison tract, a distance of 278.75 feet to the **POINT OF BEGINNING** and containing 3.354 acres of land, more or less.

EXHIBIT F
PUBLIC USE TRACT

FIELD NOTES DESCRIPTION:

BEING a 21.794 acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, and being a portion of that certain tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Charlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 1964.60 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner being in the west line of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T.;

THENCE North 88 degrees 39 minutes 14 seconds West, over and across said Harrison tract, a distance of 278.75 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 14 degrees 57 minutes 58 seconds West, over and across said Harrison tract, a distance of 160.90 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 88 degrees 39 minutes 14 seconds West, over and across said Harrison tract, a distance of 181.91 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the east line of a tract of land described by deed to Ganesh V. Ramachandru and Naga Srivalli Paramathuni, recorded under Instrument Number 2020-156040, O.P.R.D.C.T.;

THENCE North 01 degrees 17 minutes 20 seconds West, passing the northeast corner of said Ramachandru and Paramathuni tract, and continuing on for a total distance of 1261.08 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to Aubrey 81 West, LP., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 21.794 acres of land, more or less.

NOTES

- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 402, NAD83 (U.S. Feet).
- Easement recorded in Volume 342, Page 247 does not affect the subject tract to the best of my knowledge.
- Blanket Easement recorded in Volume 402, Page 78 includes the subject tract.
- BE ADVISED: Dividing land initially through a deed will not serve to Plat, Replat or Amend the Plat. A survey is not a Plat. Before any permits can issue or construction be initiated, a Replat or Amended plat must first be filed and approved by the appropriate governmental authority. There is no representation that the division of this parcel will be approved by the city or county. Surveyor has divided this parcel as instructed; however, Client acknowledges that the Plat, Replat or Amended Plat application is a costly process and will be the sole responsibility of Client. Client releases Old Town Surveying from all liability in this matter.

Boundary Survey



1817 Spring Hill Road,
Aubrey, Texas

Prepared for:



Freedom Title Co. G.F. No. 23067920LV-LS

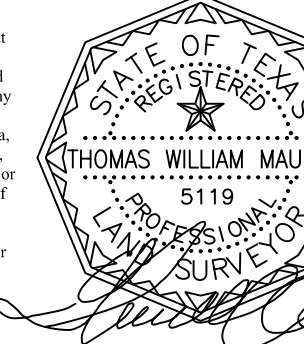
Fieldwork Date: 07/20/2023 Party Chief: BH

Job No.: 202307106-3 Tech: JJ

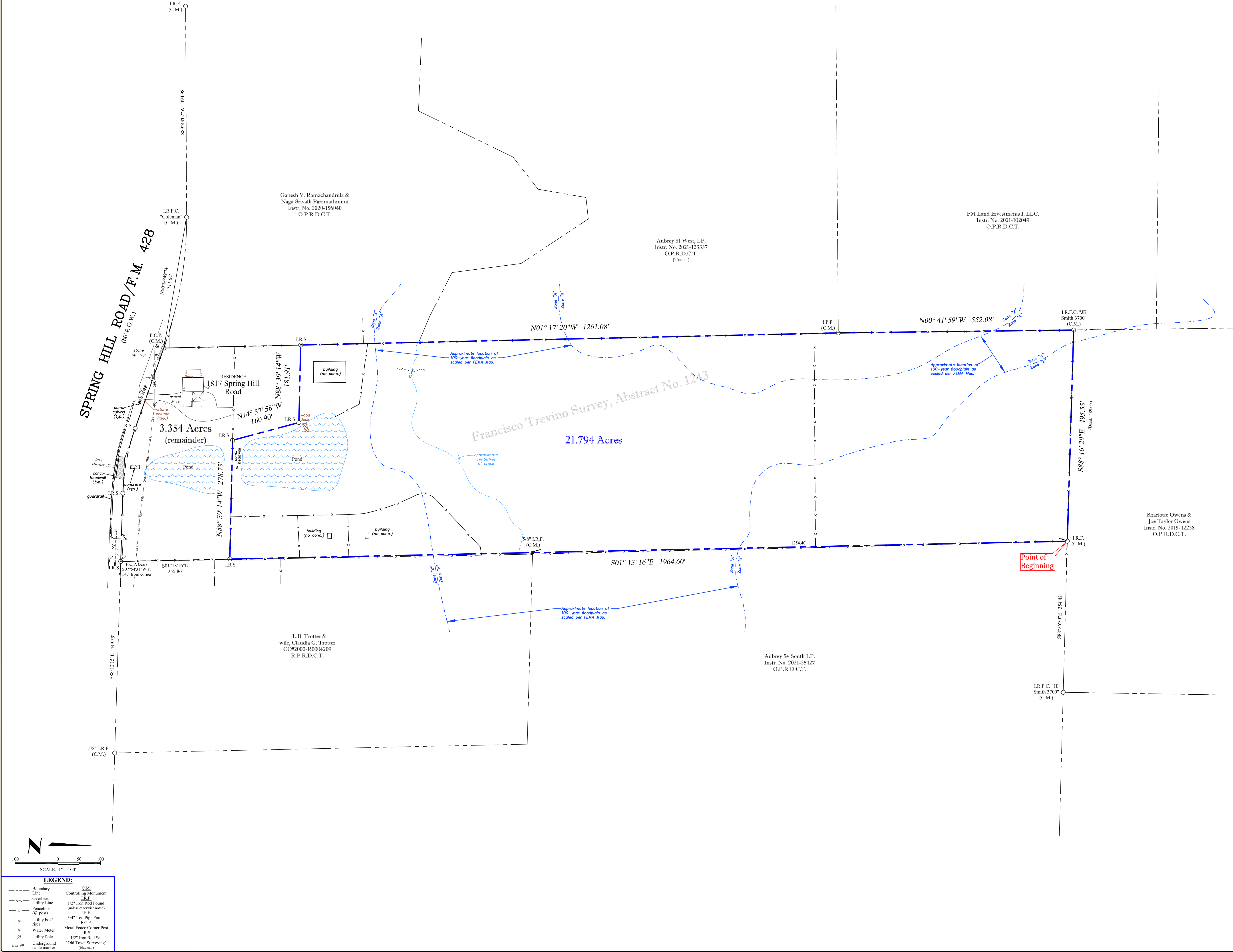
FLOOD NOTE: It is my opinion that the property described hereon partially lies within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480774 0265 G, present Effective Date of Map, April 18, 2011, herein property lies within Zones "A", "X", & "V". Unshaded.

SURVEYORS CERTIFICATION:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way that have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced herein. Any other use is prohibited and at user's risk.

August 23, 2023



Old Town Surveying, LLC.
Professional Land Surveyors
310 Office Park Circle, Suite 120, Lewisville, Texas 75057
PH: 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611



BEING a 21.794 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being a portion of that certain tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Sharlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 1964.60 feet to a 1/2 inch iron rod with blue cap stamped "*OLD TOWN SURVEYING*" (OTS) set for corner being in the west line of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T.;

THENCE North 88 degrees 39 minutes 14 seconds West, over and across said Harrison tract, a distance of 278.75 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 14 degrees 57 minutes 58 seconds West, over and across said Harrison tract, a distance of 160.90 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 88 degrees 39 minutes 14 seconds West, over and across said Harrison tract, a distance of 181.91 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the east line of a tract of land described by deed to Ganesh V. Ramachandrula and Naga Srivalli Paramathnumi, recorded under Instrument Number 2020-156040, O.P.R.D.C.T.;

THENCE North 01 degrees 17 minutes 20 seconds West, passing the northeast corner of said Ramachandrula and Paramathmuni tract, and continuing on for a total distance of 1261.08 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to Aubrey 81 West, LP., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 21.794 acres of land, more or less.

EXHIBIT G
CITY/DEVELOPER ASSIGNMENT

ASSIGNMENT OF PURCHASE AND SALE CONTRACT BETWEEN THE CITY OF AUBREY, TEXAS
AND PRETIUM CAPITAL, LLC

THIS ASSIGNMENT OF PURCHASE AND SALE CONTRACT (this "Assignment") is executed by and between **City of Aubrey** ("Assignor"), and **Pretium Capital, LLC** ("Assignee(s)").

RECITALS:

A. The City of Aubrey, Texas (the "Assignor") has entered into a Land Purchase Agreement dated July 10, 2023 with the Estate of **Jeffrey Scott Harrison Jr. (Barbara Hamilton, Executor), Original Property Owner and Seller of 1817 Spring Hill Rd, Aubrey, Denton County, Texas**, (the "Land Purchase Contract") for the sale and purchase **1817 Spring Hill Rd, Aubrey Tx** (as more particularly described in the Contract, the "Property"). The sale and purchase of the Property shall hereinafter be referred to as the "Transaction."

B. **Pretium Capital, LLC** ("Assignee(s)") desires to purchase the Property, and Assignor desires to assign its interest under the Land Purchase Contract to Assignee pursuant to the Development and Assignment Agreement between Assignor and Assignee dated _____, 2023 (the "Development and Assignment Agreement"), and Assignee desires to accept such assignment and assume Assignor's interest in the Land Purchase Contract as hereinafter provided as well as to comply with certain contractual obligations set forth in the Development and Assignment Agreement.

C. Assignor and/or its agents and affiliates have made certain payments and acted for the benefit of Assignee and have incurred certain expenses under the Land Purchase Contract.

D. There exists no impediment to the assignment of Assignor's interest in the Land Purchase Contract under the terms of the Assignment.

NOW, THEREFORE, in consideration of the Recitals, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

This Assignment is made pursuant to the following terms and conditions:

1. Independent Examination of Land Purchase Contract. Assignee hereby acknowledges that it is thoroughly familiar with all terms and provisions of the Land Purchase Contract and the Development and Assignment Agreement (described below) and accepts the same.

2. Reimbursement of Assignor for Certain Costs. The following costs shall be reimbursed: (i) Twelve Thousand Five Hundred and No/100 Dollars \$12,500 Earnest Money, (ii) One Hundred and No/100 Dollars (\$100.00) Option Fee; and (iii) Surveys costing Five Thousand Two Hundred Ninety and 99/100 Dollars (\$5,290.99) for a total of Seventeen Thousand Seven Hundred Ninety and 99/100 Dollars (\$17,790.99) shall be reimbursed by Assignee to Assignor pursuant to the Development and Assignment Agreement.

3. Performance by Assignee. Pursuant to the terms of the Development and Assignment Agreement, Assignor hereby sells, assigns, transfers and conveys all of its right, title, and interest in and to the Land Purchase Contract to Assignee, its successors and assigns, and authorizes and empowers Assignee to enforce performance of all covenants and conditions contained in the Land Purchase Contract and Development and Assignment Agreement and to demand and receive the Deed Without Warranty covenanted to be given in the Land Purchase Contract and Development and Assignment Agreement in the same manner and with the same effect as Assignor could have done had this Assignment not been made. Assignee hereby assumes all of Assignor's obligations, duties and liabilities

under the Land Purchase Contract and covenants to fulfill its obligations under the Development and Assignment Agreement.

4. Counterparts. This Assignment may be executed in more than one counterpart with the same effect as if all parties had executed the same document. Each counterpart will be deemed an original and the counterparts, taken together, will constitute one and the same document. This Assignment may be executed, and will be effective, with signatures transmitted by facsimile.

5. Indemnity of Assignor. Assignee hereby accepts the assignment of rights provided for herein without recourse on Assignor, and **Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, causes of action, and expense (including, but not limited to, attorneys' fees, litigation expenses and court costs) in connection with or pursuant to the Contract or this Assignment.**

EXECUTED effective as of the ____th day of August 2023.

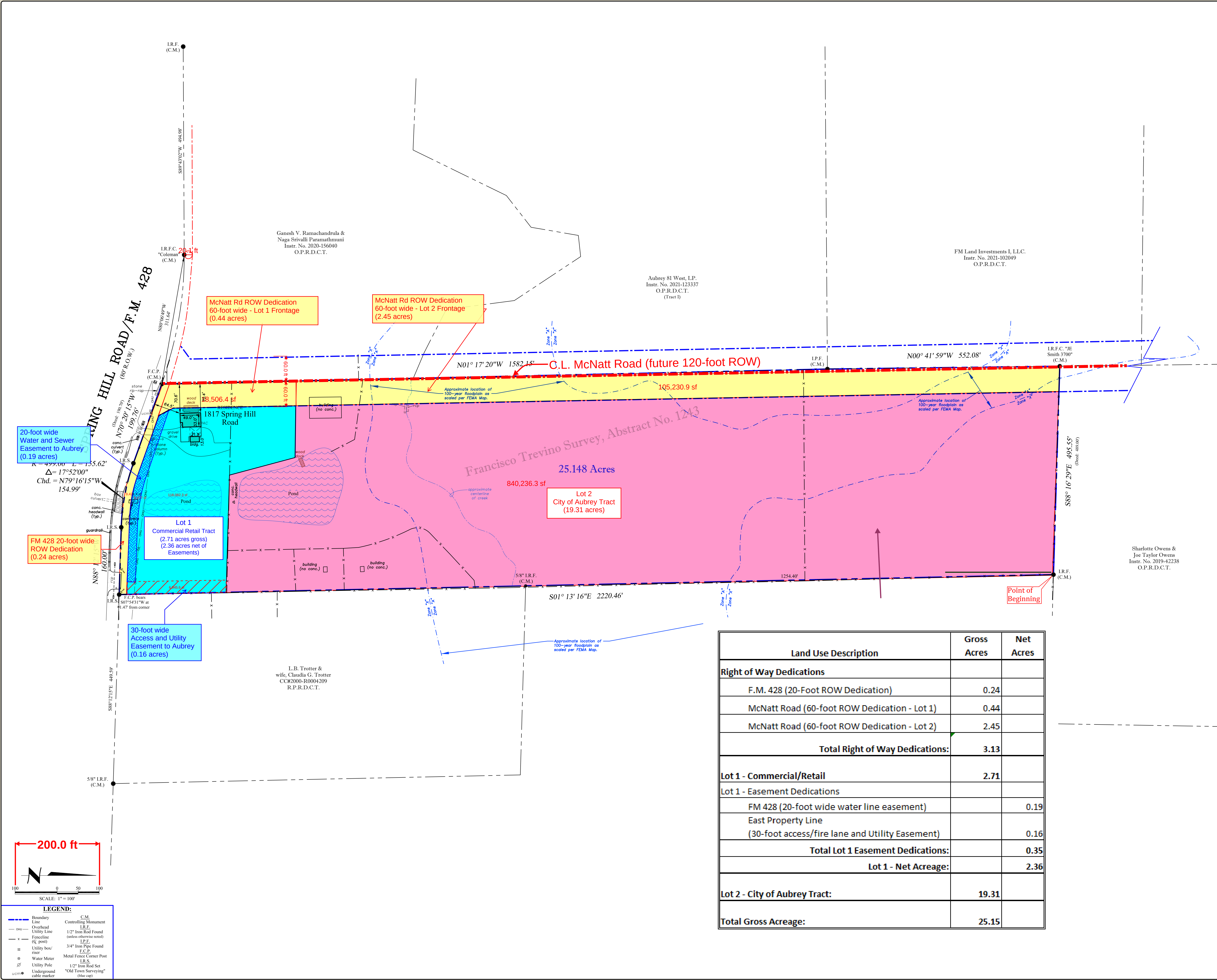
ASSIGNOR:

ASSIGNEE(s):

City of Aubrey TX

Pretium Capital, LLC

EXHIBIT H
EASEMENT AND RIGHT OF WAY DEDICATIONS



FIELD NOTES DESCRIPTION:

BEING a 25.148 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being that same tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Charlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 2220.46 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner being the southwest corner of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T., same point being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 1582.15 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to Aubrey 81 West, LP., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 25.148 acres of land, more or less.

Land Use Description	Gross Acres	Net Acres
Right of Way Dedications		
F.M. 428 (20-Foot ROW Dedication)	0.24	
McNatt Road (60-foot ROW Dedication - Lot 1)	0.44	
McNatt Road (60-foot ROW Dedication - Lot 2)	2.45	
Total Right of Way Dedications:	3.13	
Lot 1 - Commercial/Retail		
Lot 1 - Easement Dedications		
FM 428 (20-foot wide water line easement)		0.19
East Property Line (30-foot access/fire lane and Utility Easement)		0.16
Total Lot 1 Easement Dedications:		0.35
Lot 1 - Net Acreage:		2.36
Lot 2 - City of Aubrey Tract:	19.31	
Total Gross Acreage:	25.15	

- NOTES**
- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 402, NAD83 (U.S. Feet).
 - Easement recorded in Volume 342, Page 247 does not affect the subject tract to the best of my knowledge.
 - Blanket Easement recorded in Volume 402, Page 78 includes the subject tract.

Boundary Survey



1817 Spring Hill Road,
Aubrey, Texas

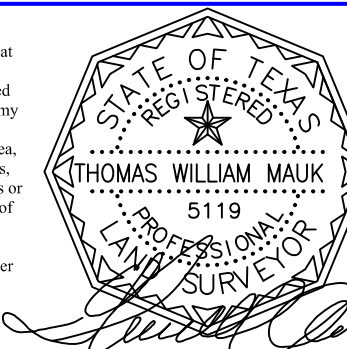


Freedom Title Co. G.F. No. 23067920LV-LS
Fieldwork Date: 07/20/2023 Party Chief: BH
Job No.: 202307106 Tech: JJ

FLOOD NOTE: It is my opinion that the property described hereon partially lies within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480774 0265 G, present Effective Date of Map, April 18, 2011, herein property lies within Zone "A" & "X" Unshaded.

SURVEYORS CERTIFICATION:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way that have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.

July 21, 2023



Old Town Surveying, LLC.
Professional Land Surveyors
110 Office Park Circle, Suite 120, Lewisville, Texas 75057
Ph: 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611

EXHIBIT I
COMMERCIAL DEVELOPMENT STANDARDS

§ 17. C - COMMERCIAL.

- A. PURPOSE. The C District is established to accommodate those uses that are of city-wide and regional significance. Within this district are permitted retail and service uses characteristic of retailing markets. This district is intended to accommodate retail activities that cannot be accommodated in the GR General Retail District.
- B. GENERAL CONDITIONS.
- (1) All business, servicing or processing, except for off-street parking, off-street loading and automobile service station operation, shall be conducted within completely enclosed buildings except as otherwise provided.
 - (2) No use hereunder shall be permitted if said use entails storage or display of items for sale not enclosed by a building except for incidental display of sale or seasonal retail items and such incidental display shall be permitted only if it occupies no more than five percent (5%) of the total lot area.
 - (3) Accessory off-street parking is required for SC [C] districts as provided in Section 25.
- C. USES PERMITTED. The following type of uses shall be permitted:
- (1) Day care center; subject to the following conditions, and upon approval of a Specific Use Permit, subject to the provisions of Section 6:
 - (a) Hours of operation not to exceed 6:00 a.m. to 10:00 p.m.;
 - (b) Adherence to all state requirements that govern day care centers for children and adults;
 - (c) Day care center should provide adequate outdoor recreation space.
 - (2) Existing residential dwelling units and lodging uses as such on the effective date of this Ordinance;
 - (3) Bakery shops;
 - (4) Candy shops and candy making;
 - (5) Cleaning and dyeing facilities;
 - (6) Commercial recreation uses, including bowling alleys, arcades, golf driving ranges, gymnasiums, miniature golf courses, pool halls, swimming pools and skating rinks;
 - (7) Creameries and ice cream plants;
 - (8) Hotels, apartment hotels and motels;
 - (9) Ice plants, cold-storage plants;
 - (10) Laundries, including automobile washes;
 - (11) Mortuaries;
 - (12) Pumping stations;
 - (13) Radio, AM or FM or television broadcasting stations or transmitters and microwave radio relay structures;

§ 17

§ 17

- (14) Printer;
- (15) Repair and storage garages;
- (16) Telephone exchanges;
- (17) Theaters, lodges, assembly halls, auditoriums;
- (18) Tire repair shops;
- (19) Auto body operations;
- (20) Spray-painting operations;
- (21) Antique shops;
- (22) Art galleries and museums;
- (23) Auction rooms;
- (24) Automobile accessory stores;
- (25) Automobile service stations; including the incidental storage of rental trucks and trailers, except that trucks and trailers for storage or rental may not be parked within the public right-of-way.
- (26) Banks and financial institutions;
- (27) Blueprinting and photostating establishments;
- (28) Business machine sales and service establishments;
- (29) Camera and photographic supply stores;
- (30) Carpet and rug stores;
- (31) Catering establishments;
- (32) China and glassware stores;
- (33) Clothing and costume rental stores;
- (34) Coin and philatelic stores;
- (35) Department stores;
- (36) Dry goods stores;
- (37) Employment agencies;
- (38) Exterminating shops;
- (39) Floor covering;
- (40) Florist shops and conservatories;
- (41) Fraternal, philanthropic and eleemosynary uses;
- (42) Furniture stores;

§ 17

§ 17

- (43) Furrier shops, including the incidental storage and conditioning of furs;
- (44) Hospitals and sanitariums;
- (45) Household appliance stores, including radio and television sales and services;
- (46) Interior decorating shops, including upholstering and making of draperies, slipcovers, and other similar articles when conducted as part of the retail operation and secondary to the principal use;
- (47) Laboratories for research development and testing;
- (48) Leather goods and luggage stores;
- (49) Loan offices;
- (50) Locksmith shops;
- (51) Meat markets, including sale of meat and meat products to restaurants, hotels, clubs and other similar establishments when such sale is conducted as part of the retail business on the premises;
- (52) Musical instruments sales and repair;
- (53) Office supply stores;
- (54) Optical sales;
- (55) Orthopedic and medical appliance and supply stores;
- (56) Paint and wallpaper stores;
- (57) Phonograph, record, sound equipment and, sheet music salons;
- (58) Physical culture and health services and reducing salons;
- (59) Picture framing;
- (60) Restaurants;
- (61) Schools for music, dance, business or trade;
- (62) Sewing machine sales and service, household appliances only;
- (63) Sporting goods store;
- (64) Tailor shops;
- (65) Taxidermists;
- (66) Telegraph offices;
- (67) Theaters, indoor;
- (68) Ticket agencies, amusement;
- (69) Tobacco shops;

§ 17

§ 17

- (70) Travel bureaus and transportation offices;
- (71) Upholstery shops;
- (72) Water softener sales and service;
- (73) Vehicle service centers;
- (74) Other retail sales and service uses which are similar in character to those enumerated in this subsection, and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare, and will not impair the use, enjoyment or value of any property, but not including any of the following uses:
 - (a) Any use permitted only in an IND District.
 - (b) Manufacturing and processing other than an accessory use customarily incidental to permitted commercial sales and service uses.
 - (c) Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration or noise, or which may impose hazard to health or property.
- (75) Government use, as defined in section 4.

D. CONDITIONAL USES. Conditional uses in the C District shall include:

- (1) Any uses not specifically enumerated in Section 17 that can be considered commercial in character.
- (2) Machinery and equipment sales and service establishments for equipment under one and one-half (1-1/2) tons gross weight.

E. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, [shall conform with the provisions of Section 22,] “Schedule of District Regulations,” and other applicable provisions of Section 23, “Supplementary District Regulations.”

F. AUTOMOBILE PARKING SPACE REGULATIONS. For parking space regulations, see Section 25.

G. SCREENING. In the C District, whenever a C use abuts an SF1, SF10, or SF75 use, a wall or fence of not less than six feet (6') shall be required. Natural screening may be substituted for a wall or fence upon approval of the City Council. Walls must be of masonry construction. Fences must be solid and of metal or wood material construction.

(Ordinance 135-87 adopted 4/14/87; Ordinance 579-16, sec. 6, adopted 12/15/15; Ordinance 643-18, sec. 6, adopted 9/28/18; Ordinance 776-23 adopted 1/26/2023)



*Case Report –Final Plat Application – Ribbonwood Phase 1
Planning and Zoning Commission –April 11, 2024
City Council – April 25, 2024*

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Consider and take action on a Final Plat for Ribbonwood Phase 1 for 213 residential lots, 4 open space lots in 43.864 acres of land out of the F.H. Pollard Survey, Abstract No. 995, within the Extraterritorial Jurisdiction of the City of Aubrey, Denton County, Texas

Owner: Clayton Lee Boyd, Investment Trustee under the Boyd 2021 Investment Trust

Engineer: Kimley Horn (Logan Kirby, P.E.)

Application Date: March 27, 2024

Location: The property is generally located east of FM 2931, north of McNatt Road, and south of Redfearn Road, within the City of Aubrey ETJ.

Zoning: N/A, the property is in the ETJ (Ribbonwood MUD #1)

Future Land Use Rural Residential and Agricultural

Plan:

Current Use: Undeveloped

Analysis: On June 22, 2022, the Aubrey City Council approved an Extraterritorial Jurisdiction Development Agreement (ETJDA) for the property. The agreement included development regulations and the proposed Final Plat is consistent with the agreement and the Preliminary Plat approved by City Council on July 26, 2022.

The Final Plat for Phase 1 consists of 43.864 acres for:

- 213 residential lots (40 feet X 120 feet and 50 feet X 120 feet-typical lot size)
40 feet X 120 feet lots = 31%
50 feet X 120 feet lots – 69%
A maximum of 40% 40 foot lots are permitted for Phases 1 and 2 combined.

Utilities:

Water and sanitary sewer service will be provided by Mustang Special Utility District.

Engineer Review:

The City Engineer has reviewed the civil construction plans and is coordinating drainage with staff and the applicant's engineer.

Recommendation:

The Final Plat for Ribbonwood Phase 1 is recommended for approval subject to the following conditions:

1. HOA documents shall be submitted and approved by the City Attorney and filed in conjunction with the Final Plat; and
2. Landscape, Screening, retaining walls, and irrigation plans shall be submitted and approved prior to referenced work commencing.

Other requirements for filing: Signed Final Plat, tax certificate for filing, completion of improvements, and filing fees.

The Planning and Zoning Commission unanimously recommended approval of the Final Plat for Ribbonwood Phase 1, with the conditions noted above, at their April 11, 2024 meeting.

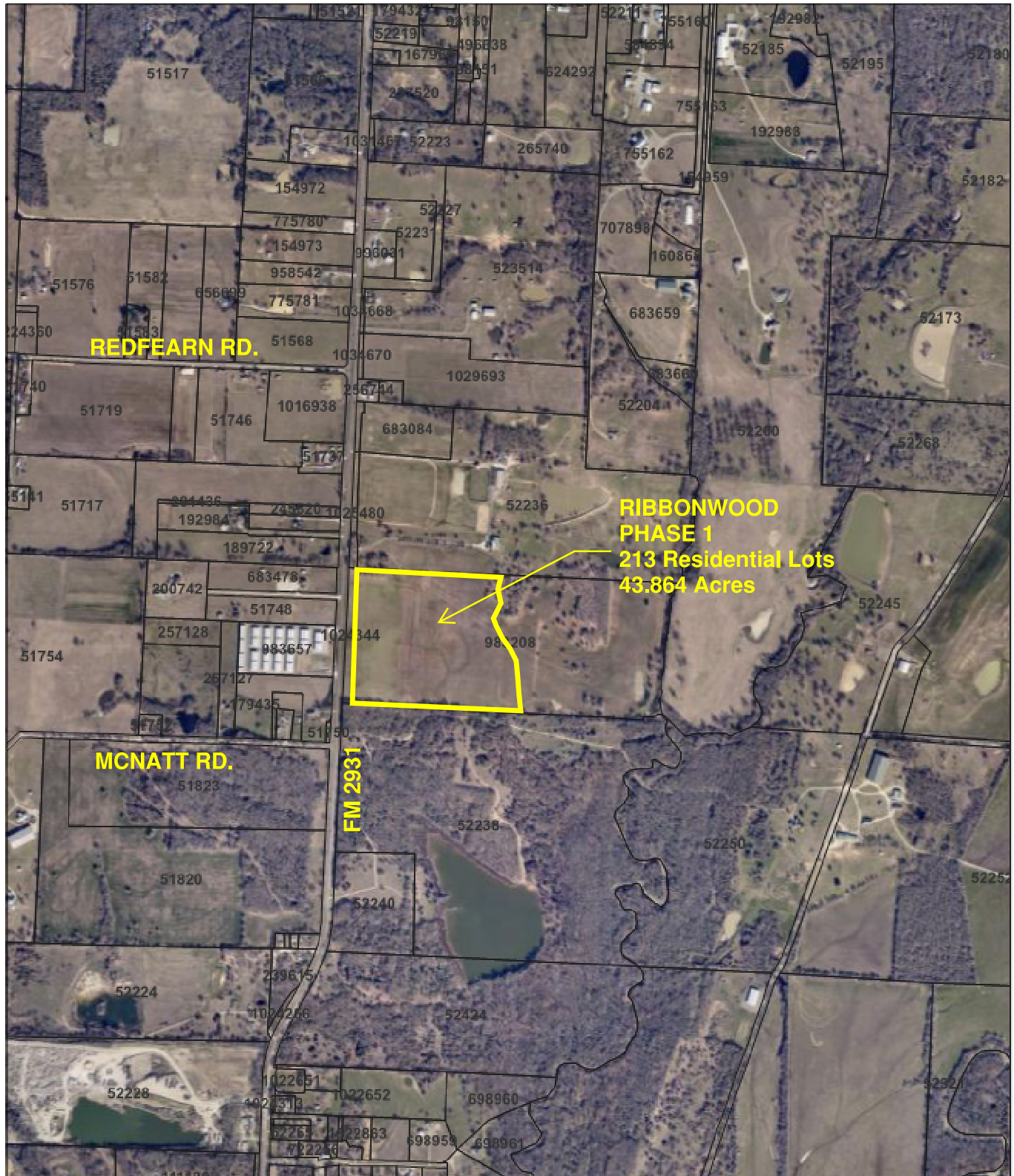
The City Council may:

1. Approve the Final Plat;
2. Approve the Final Plat with conditions; or
3. Deny the Final Plat.

Attachments:

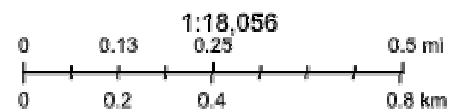
1. Location Map
2. Ribbonwood, Phase 1 Final Plat
3. Engineer's Summary
4. Ribbonwood Concept Plan
5. Ribbonwood Open Space and Amenity Concept
6. ETJ Development Agreement

Denton CAD Web Map

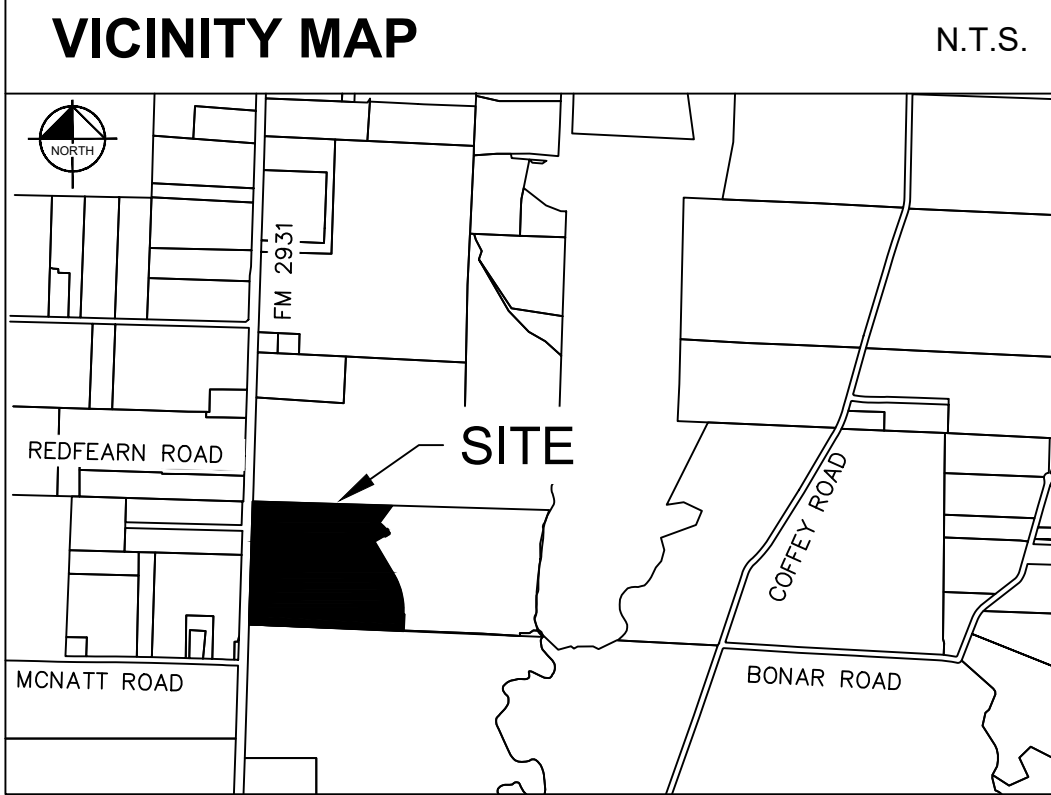
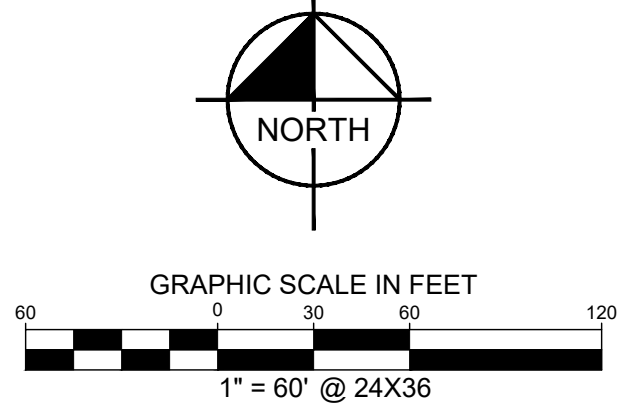
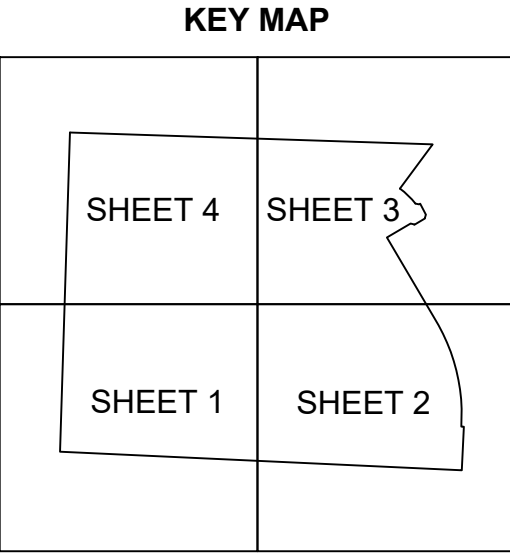


LOCATION MAP

**RIBBONWOOD
PHASE 1
213 Residential Lots
43.864 Acres**



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LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S27°21'51"E	50.00'	L26	N14°33'17"E	14.14'	L51	S74°41'42"W	50.50'	L76	S32°20'43"E	37.18'
L2	S62°35'59"W	1.08'	L27	S43°08'30"E	14.14'	L52	S13°14'09"E	56.39'	L77	N48°32'26"W	33.96'
L3	S15°53'30"W	13.81'	L28	N46°51'30"E	14.14'	L53	N04°53'59"W	50.25'	L78	N67°09'17"W	33.96'
L4	S30°26'43"E	1.01'	L29	S43°10'26"E	28.31'	L54	N10°35'34"W	49.95'	L79	N84°23'00"W	36.50'
L5	S59°33'17"W	50.00'	L30	S46°49'16"W	28.26'	L55	N11°47'14"W	49.77'	L80	S63°17'05"W	58.96'
L6	S30°08'12"E	39.57'	L31	S14°36'51"E	15.74'	L56	N14°42'58"W	49.10'	L81	S04°48'39"E	47.98'
L7	S27°33'10"E	39.04'	L32	S22°21'17"W	14.32'	L57	N17°22'55"W	49.10'	L82	S11°01'33"E	47.98'
L8	S24°31'16"E	39.04'	L33	S69°05'02"E	14.32'	L58	N20°21'10"W	49.10'	L83	S17°15'37"E	47.97'
L9	S21°29'22"E	39.04'	L34	S47°38'42"W	14.14'	L59	N23°00'15"W	49.10'	L84	S23°26'11"E	47.97'
L10	S18°27'28"E	39.04'	L35	N43°10'44"W	28.30'	L60	N25°12'58"W	49.12'	L85	S29°50'22"E	48.73'
L11	S15°25'34"E	39.04'	L36	S42°21'18"E	14.14'	L61	S29°22'33"E	49.11'	L86	S30°26'43"E	50.00'
L12	S12°23'41"E	39.04'	L37	S69°06'20"W	13.58'	L62	S30°26'43"E	50.00'	L87	S26°51'58"E	47.94'
L13	S09°21'47"E	39.04'	L38	N43°08'30"W	14.14'	L63	N01°51'30"E	49.96'	L88	S21°11'21"E	47.97'
L14	S06°19'53"E	39.04'	L39	N13°37'44"E	14.37'	L64	S00°12'22"W	39.04'	L89	S14°26'42"E	47.99'
L15	S03°17'58"E	39.04'	L40	S47°38'44"W	14.14'	L65	S02°50'30"E	39.04'	L90	S07°53'17"E	47.98'
L16	S00°52'08"W	71.10'	L41	N46°51'30"E	14.14'	L66	N05°53'22"W	39.04'	L91	S74°41'42"W	50.50'
L17	S88°08'21"E	25.80'	L42	S43°08'30"E	14.14'	L67	S08°56'14"E	39.04'	L92	N14°33'17"E	7.07'
L18	N02°38'44"E	39.07'	L43	N42°21'16"W	14.14'	L68	S11°59'06"E	39.04'	L93	S75°26'43"E	7.07'
L19	N30°26'43"W	28.35'	L44	N46°51'30"E	14.14'	L69	N15°01'58"W	39.04'	L94	S17°23'46"W	6.94'
L20	N88°08'21"W	27.45'	L45	S43°08'30"E	14.14'	L70	S18°04'50"E	39.04'	L95	S43°08'30"E	7.15'
L21	S02°38'44"W	34.72'	L46	S47°38'44"W	14.14'	L71	S21°07'42"E	39.04'			
L22	N02°38'44"E	39.07'	L47	S75°26'43"E	14.14'	L72	N24°10'33"W	39.04'			
L23	S46°49'16"W	28.26'	L48	S46°51'30"W	14.14'	L73	S27°13'25"E	39.04'			
L24	S80°25'38"E	14.89'	L49	N10°20'26"E	13.06'	L74	N29°43'08"W	25.42'			
L25	N42°21'16"W	14.14'	L50	S67°51'46"E	17.60'	L75	S30°26'43"E	50.00'			

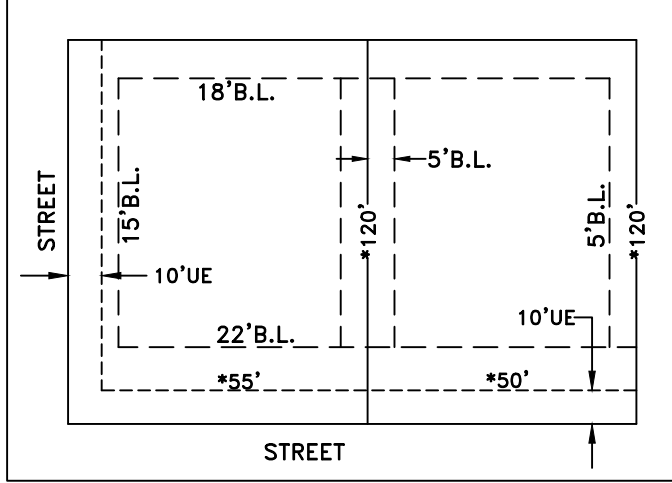
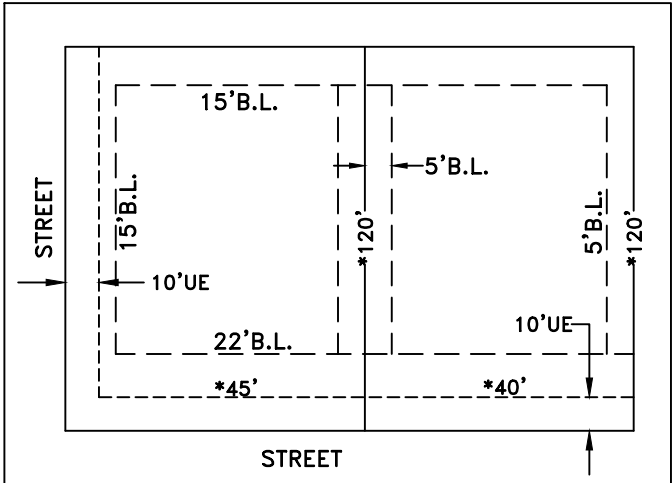
CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	15°12'24"	325.00'	86.26'	S45°57'10"E
C2	34°57'28"	275.00'	167.79'	N74°22'55"E
C3	35°44'33"	275.00'	171.55'	S74°46'27"W
C4	34°56'33"	300.00'	182.96'	N75°10'27"E
C5	55°03'27"	250.00'	240.23'	S59°49'33"E
C6	33°05'27"	592.00'	341.91'	N13°54'00"W
C7	57°41'47"	300.00'	302.10'	N59°17'37"W
C8	35°59'31"	275.00'	172.75'	S70°08'45"E
C9	35°59'22"	275.00'	172.74'	N70°08'40"W
C10	38°52'43"	300.00'	203.57'	S08°50'48"W
C11	19°51'09"	1170.00'	405.40'	S20°31'08"E
C12	33°05'27"	300.00'	173.26'	N13°54'00"W
C13	32°18'13"	879.00'	495.58'	S14°17'37"E
C14	33°05'27"	300.00'	173.26'	N13°54'00"W
C15	32°18'13"	588.00'	331.52'	S14°17'37"E
C16	32°18'13"	296.00'	166.89'	S14°17'37"E
C17	310°45'05"	60.00'	325.42'	S23°21'52"E
C18	0°37'57"	880.00'	9.72'	S59°52'16"W

PRODUCT TYPE TABLE :

LOT SIZE	LOTS
40'	66 (31%)
50'	147 (69%)

LAND USE TABLE :

LAND USE	ACREAGE	LOTS
RESIDENTIAL	31.644	213 LOTS
HOA/OPEN SPACE	1.610	A-14X
HOA/OPEN SPACE	0.244	B-1X
HOA/OPEN SPACE	0.246	E-1X
HOA/OPEN SPACE	0.849	L-1X
STREET R.O.W.	9.271	-
TOTAL	43.864	217 LOTS



TYPICAL LOT DETAIL
* SEE DEVELOPMENT AGREEMENT FOR LOT WIDTH AND LOT DEPTH MEASUREMENT DETAILS

LEGEND:

P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND
IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT
S.W.E. = SIDE WALK EASEMENT
R.O.W. = RIGHT OF WAY
VOL. = VOLUME
PG. = PAGE
INST NO. = INSTRUMENT NUMBER
P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
O.R.D.C.T. = OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
D.R.D.C.T. = REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS

FINAL PLAT RIBBONWOOD PHASE 1

43.864 ACRES

BLOCK A, LOT 1-13, 14X, 15-28;
BLOCK B, LOT 1X, 2-17; BLOCK C, LOTS 1-41;
BLOCK D, LOTS 1-43; BLOCK E, LOTS 1X, 2-29;
BLOCK F, LOTS 1-38; BLOCK G, LOTS 1-15;
BLOCK K LOTS 1-5 AND BLOCK L, LOT 1X;

213 RESIDENTIAL LOTS
4 OPEN SPACE LOT

F.H. POLLARD SURVEY, ABSTRACT NO. 995
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10153822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	Mar. 2024	067705526	1 OF 5

OWNER
Clayton Lee Boyd, Investment Trustee under the
Boyd 2021 Investment Trust created
under agreement dated October 26, 2021, as
recorded in Instrument No. 2021-199232 of the
Official Records of Denton County, Texas
7737 E. FM 992
Valley View, Texas 76272
940-368-9914
Contact: Clayton Boyd

ENGINEER / SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
Contact: Kirby S. Logan, P.E.
kirby.logan@Kimley-Horn.com

NOTES:

ALL BEARINGS SHOWN ARE BASED ON GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE PROJECT COMBINED FACTOR (PCF) OF 0.9998493926859797.

ACCORDING TO MAP NO. 48121C0265G AND 48121C0270G, DATED APRIL 18, 2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS AMENDED BY LETTER OF MAP AMENDMENT CASE NO. 24-06-0320A, DATED DECEMBER 8, 2023, THIS PROPERTY IS LOCATED IN ZONE X (UNSHADED) DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ALL X LOTS ARE OWNED AND MAINTAINED BY THE HOA

ALL STREETS ARE TO BE DEDICATED TO THE PUBLIC AND MAINTAINED BY THE HOA. (UNLESS OTHERWISE NOTED IN DEVELOPMENT AGREEMENT)

ALL OPEN SPACES WILL BE FLOODPLAIN & DRAINAGE EASEMENTS AND WILL BE MAINTAINED FREE OF DEBRIS BY HOA.

STUB STREET TO ADJACENT TRACT TO THE NORTH IS LESS THAN 150-FEET IN LENGTH AND DOES NOT HAVE ANY PROPOSED DRIVEWAY CONNECTIONS, THEREFORE, IT DOES NOT REQUIRE FIRE ACCESS DEAD-END TURNAROUND.

FIRE HYDRANT SPACING AND INSTALLATION PER CITY OF AUBREY STANDARDS.

ALL PAVING IN CUL-DE-SAC'S SHALL HAVE A MINIMUM 100' DIAMETER.

ALL ROADS AND FIRE PROTECTION SHALL BE IN PLACE BEFORE ANY STRUCTURES GO VERTICAL.

MINIMUM 4' SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF NEW STREETS.

PER THE DA, MINIMUM LOT WIDTH IS MEASURED AT THE BUILDING LINE.

PER THE DA, THE MAXIMUM BLOCK LENGTH SHALL NOT EXCEED 1050-FEET.

PER THE DA, THE MINIMUM FRONT BUILDING LINE FOR ALL LOT TYPES IS 22-FEET.

ALL ELECTRICAL AND TELEPHONE SUPPORT EQUIPMENT SHALL MEET THE REQUIREMENTS OF CHAPTER 20, ARTICLE 2, SECTION 9.03.

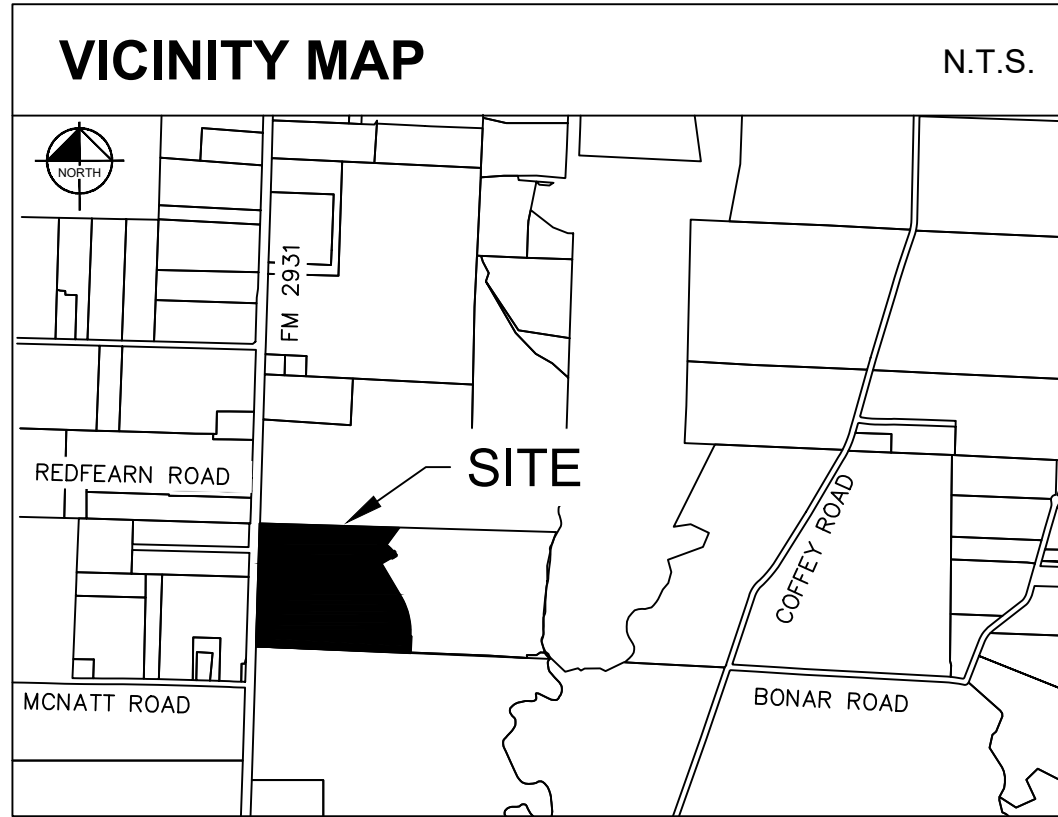
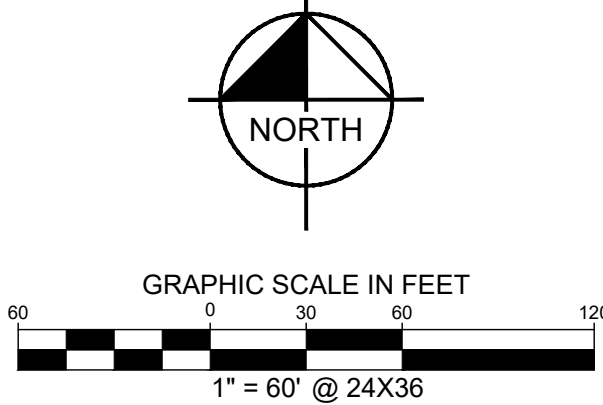
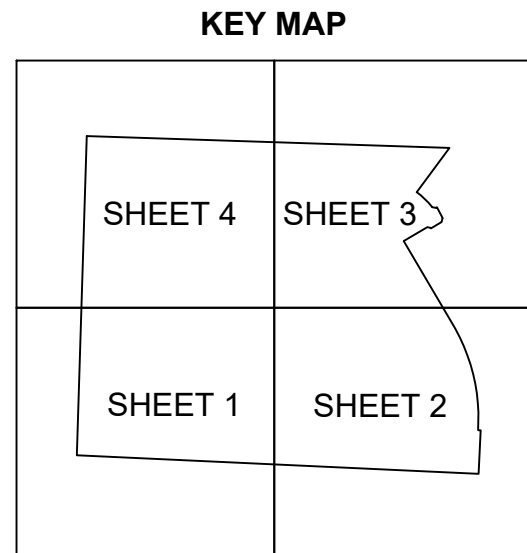
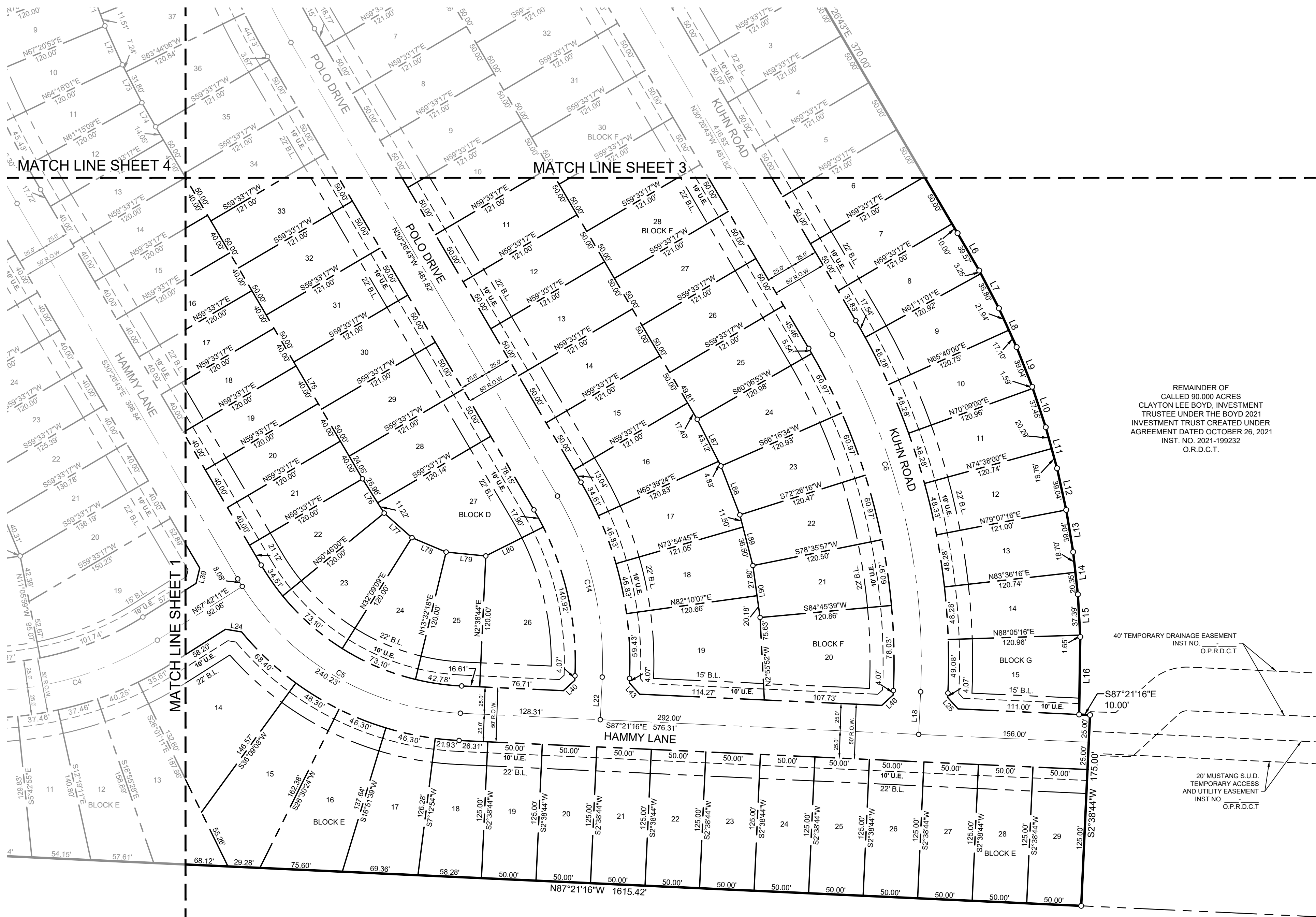
PER THE DA, SIDE YARD SETBACK ADJACENT TO ROW IS 10-FEET.

STREET LIGHTS SHALL BE PROVIDED AT ALL INTERSECTIONS, ALONG THE BLOCKS AT A MAXIMUM 600-FOOT SPACING, AND AT ALL CLUSTER MAILBOX LOCATIONS.

PAVING AND DRAINAGE WILL BE OWNED AND MAINTAINED BY THE RIBBONWOOD MUD #1.

WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY MUSTANG SPECIAL UTILITY DISTRICT.

RIGHT OF WAY EASEMENT GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 403, PAGE 360, DEED RECORDS, DENTON COUNTY, TEXAS. AFFECTS PROPERTY, BUT IS BLANKET IN NATURE.



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RIBBONWOOD PHASE 1

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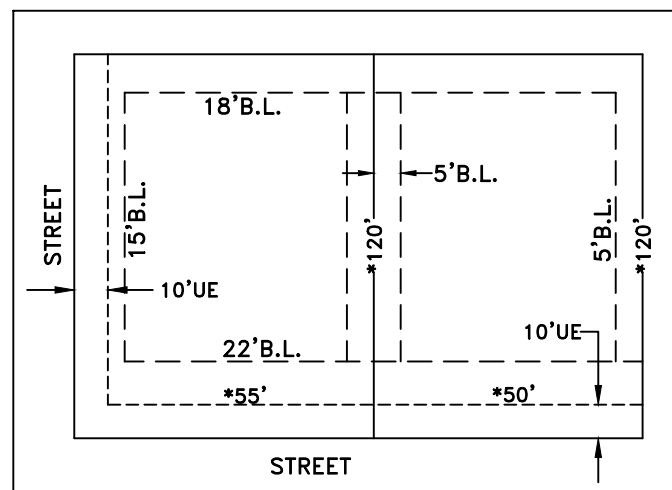
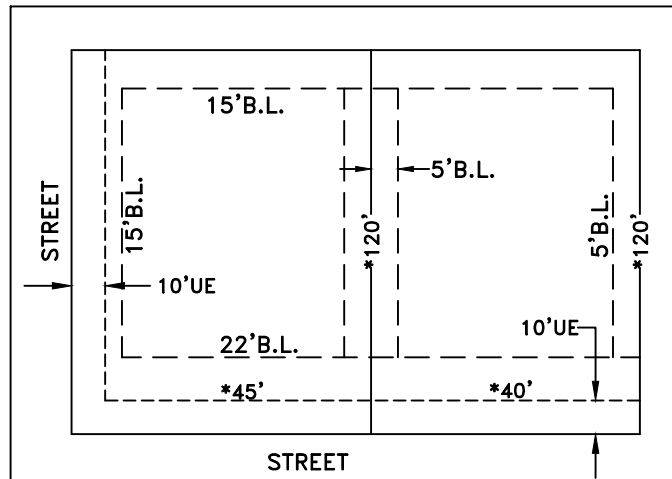
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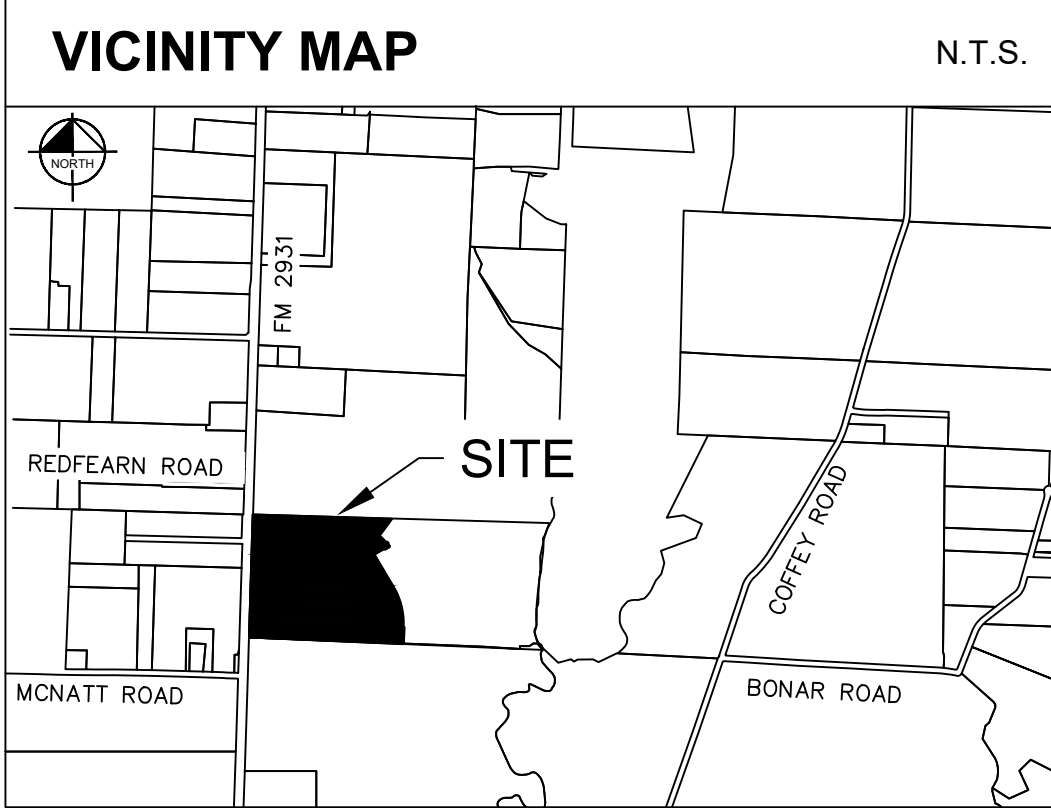
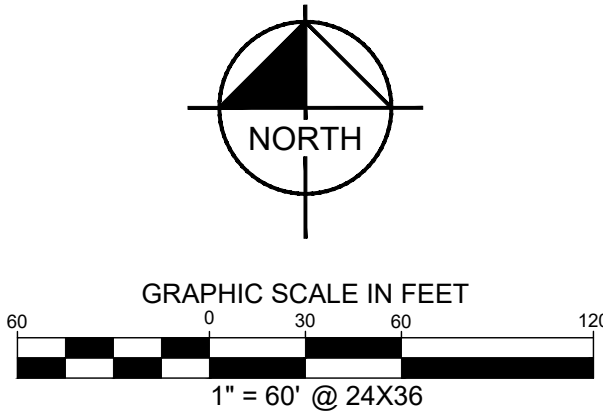
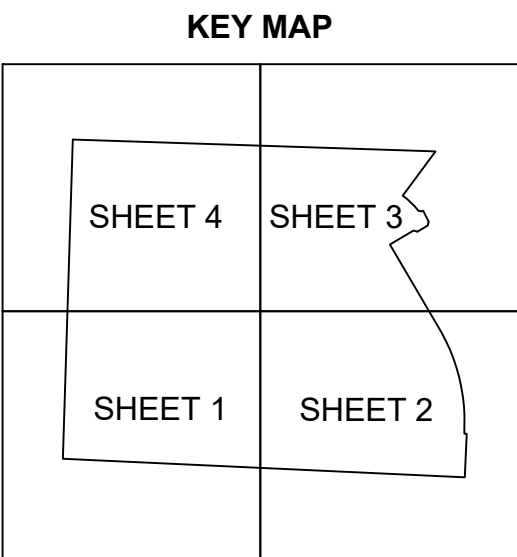
ENGINEER / SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
Contact: Kirby S. Logan, P.E.
kirby.logan@Kimley-Horn.com

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TYPICAL LOT DETAIL
* SEE DEVELOPMENT AGREEMENT FOR LOT WIDTH AND LOT DEPTH MEASUREMENT DETAILS



NOTES:

ALL BEARINGS SHOWN ARE BASED ON GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE PROJECT COMBINED FACTOR (PCF) OF 0.9998493926859797.

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ALL X LOTS ARE OWNED AND MAINTAINED BY THE HOA

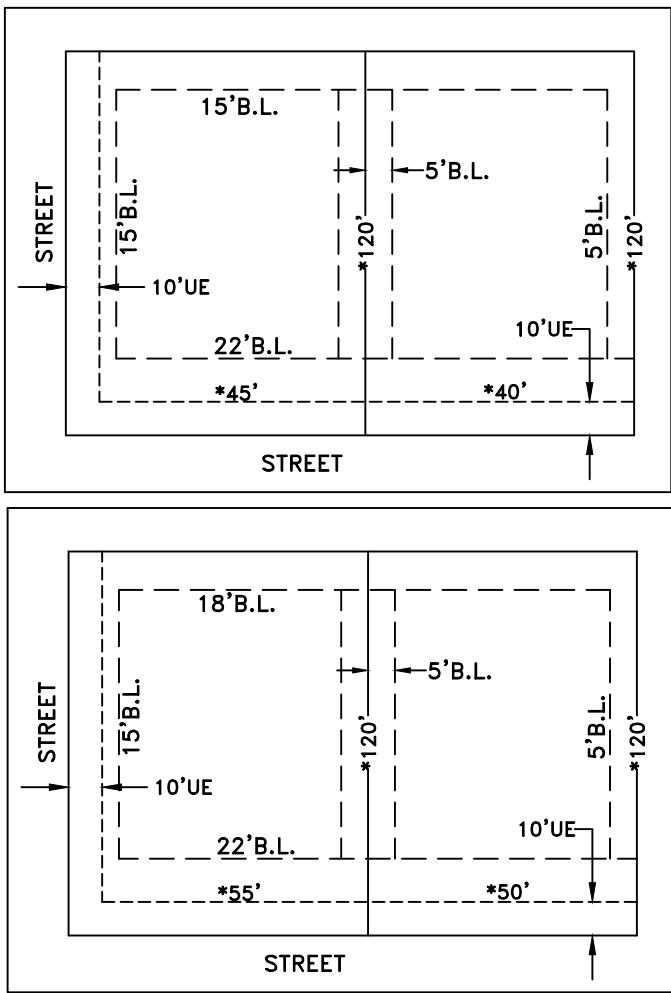
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FIRE HYDRANT SPACING AND INSTALLATION PER CITY OF AUBREY STANDARDS.

ALL PAVING IN CUL-DE-SAC'S SHALL HAVE A MINIMUM 100' DIAMETER.



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PRODUCT TYPE TABLE :

LOT SIZE	LOTS
40'	66 (31%)
50'	147 (69%)

LAND USE TABLE :

LAND USE	ACREAGE	LOTS
RESIDENTIAL	31.644	213 LOTS
HOA/OPEN SPACE	1.610	A-14X
HOA/OPEN SPACE	0.244	B-1X
HOA/OPEN SPACE	0.246	E-1X
HOA/OPEN SPACE	0.849	L-1X
STREET R.O.W.	9.271	-
TOTAL	43.864	217 LOTS

FINAL PLAT
RIBBONWOOD PHASE 1

43.864 ACRES

BLOCK A, LOT 1-13, 14X, 15-28;
BLOCK B, LOT 1X, 2-17; BLOCK C, LOTS 1-41;
BLOCK D, LOTS 1-43; BLOCK E, LOTS 1X, 2-29;
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4 OPEN SPACE LOT

F.H. POLLARD SURVEY, ABSTRACT NO. 995
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822

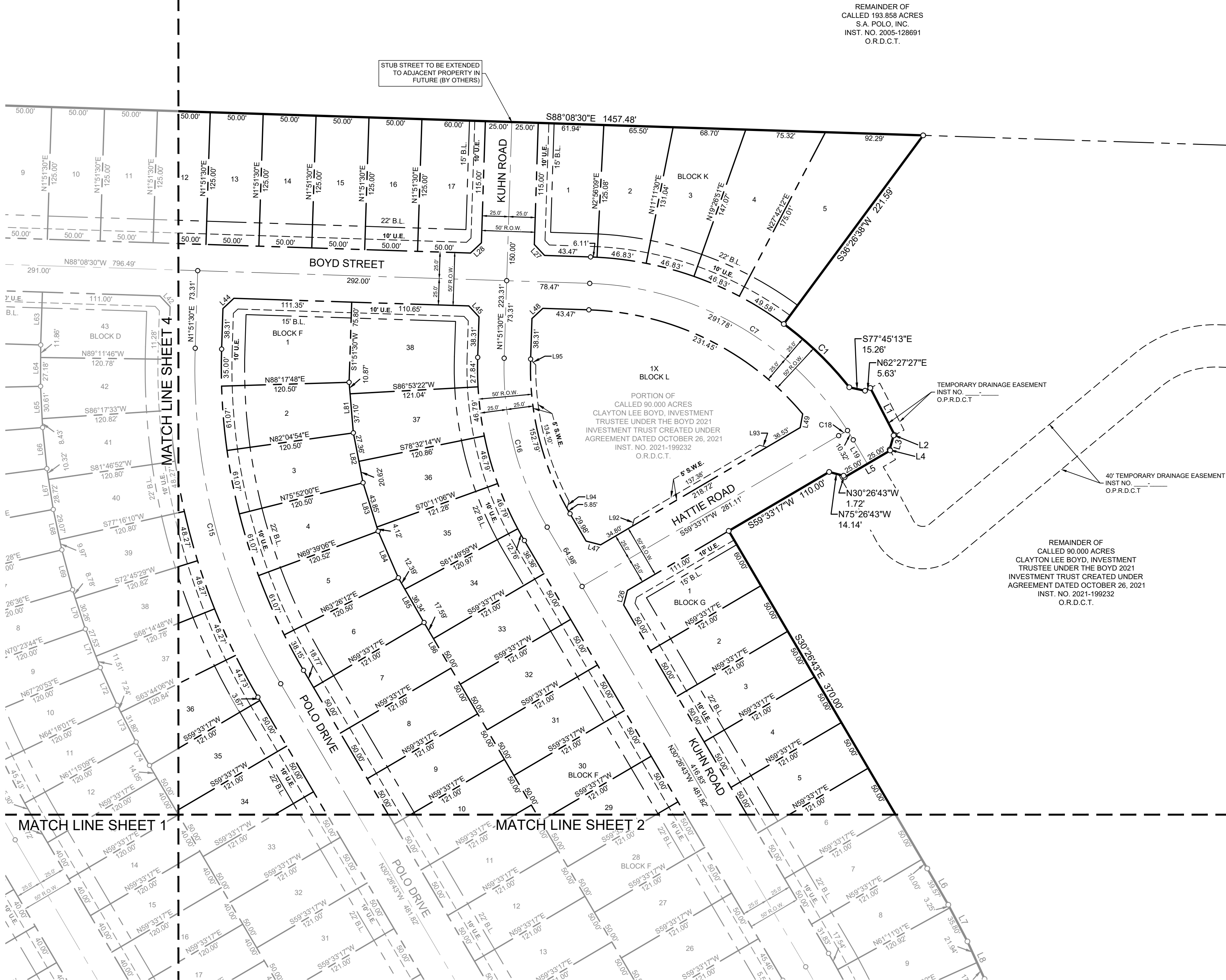
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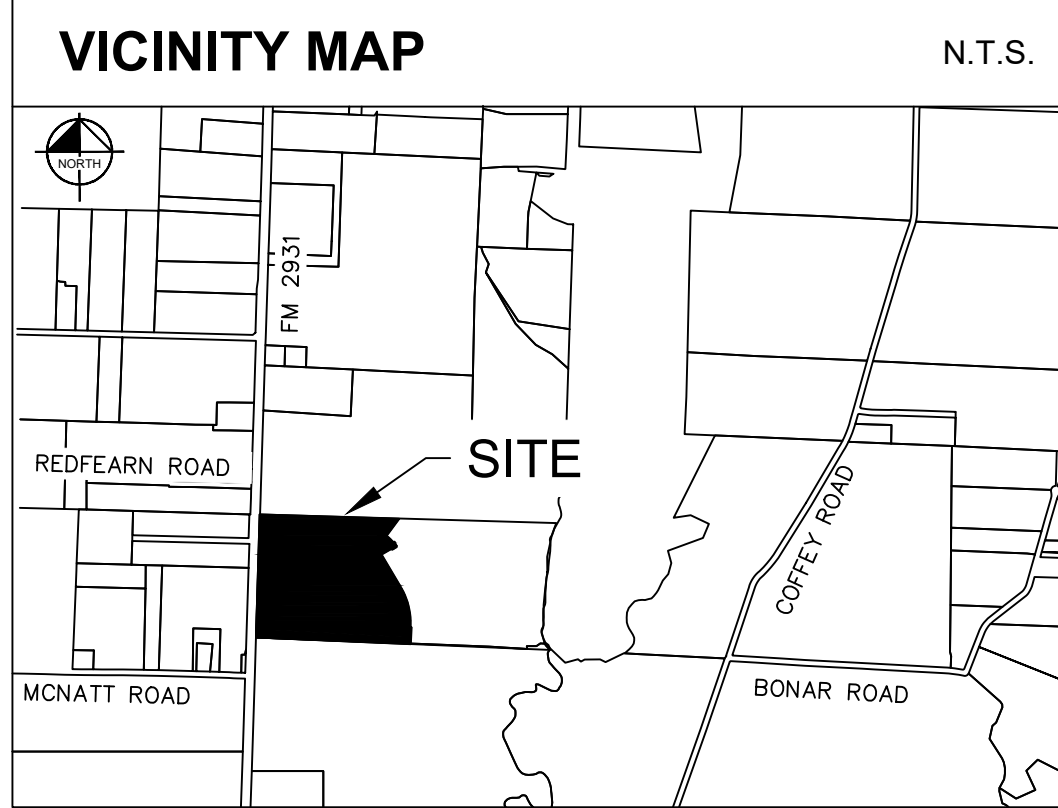
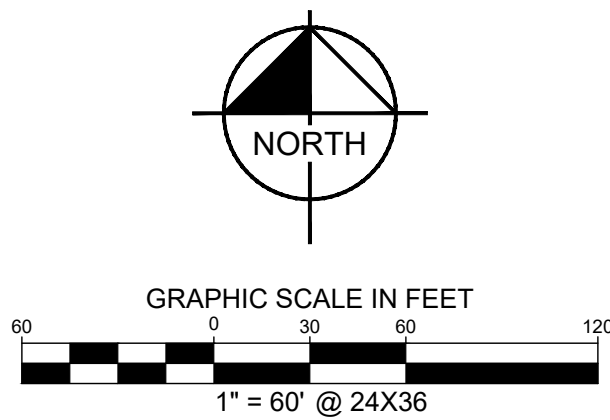
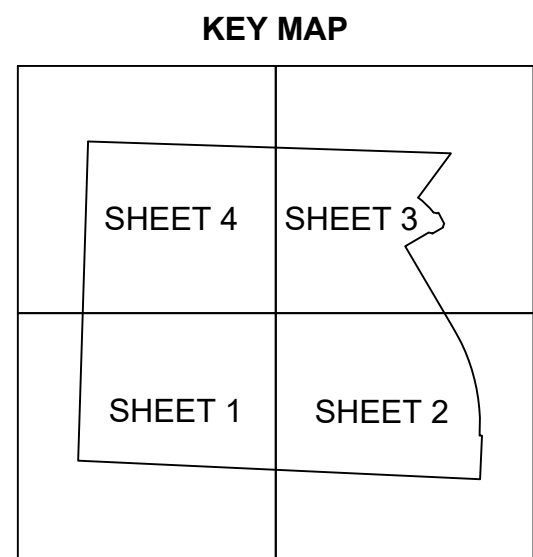
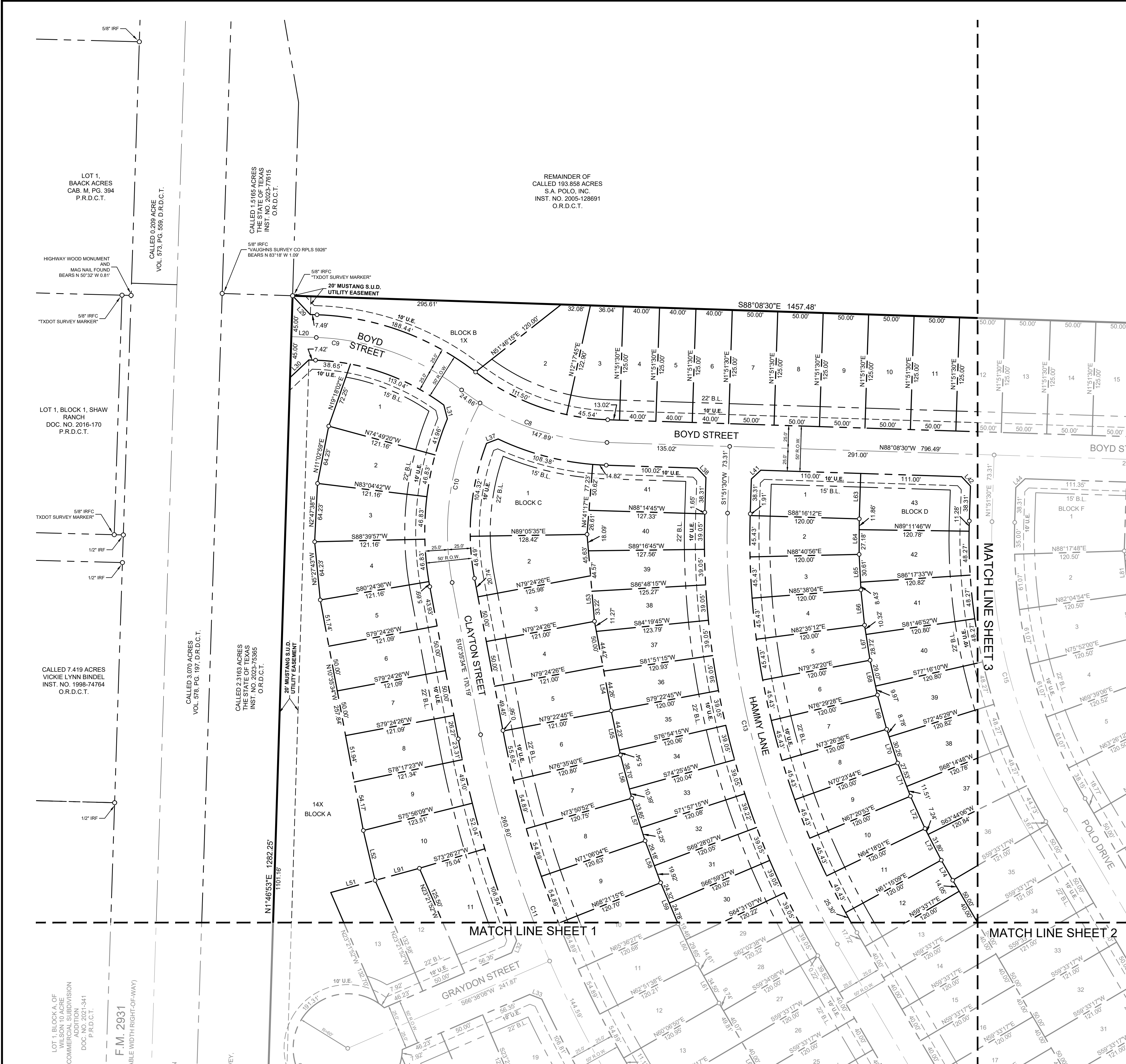
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7737 E. FM 992
Valley View, Texas 76272
940-368-9914
Contact: Clayton Boyd

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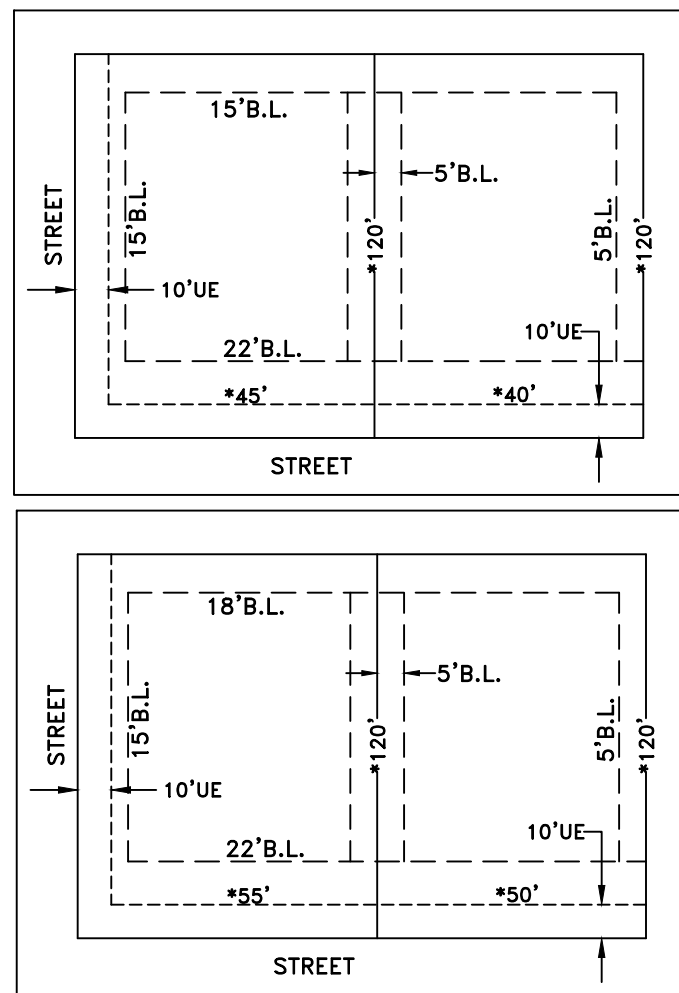
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ALL ROADS AND FIRE PROTECTION SHALL BE IN PLACE BEFORE ANY STRUCTURES GO VERTICAL.

MINIMUM 4' SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF NEW STREETS.

PER THE DA, MINIMUM LOT WIDTH IS MEASURED AT THE BUILDING LINE.

PER THE DA, THE MAXIMUM BLOCK LENGTH SHALL NOT EXCEED 1050-FEET.

PER THE DA, THE MINIMUM FRONT BUILDING LINE FOR ALL LOT TYPES IS 22-FEET.

ALL ELECTRICAL AND TELEPHONE SUPPORT EQUIPMENT SHALL MEET THE REQUIREMENTS OF CHAPTER 20, ARTICLE 2, SECTION 9.03.

PER THE DA, SIDE YARD SETBACK ADJACENT TO ROW IS 10-FEET.

STREET LIGHTS SHALL BE PROVIDED AT ALL INTERSECTIONS, ALONG THE BLOCKS AT A MAXIMUM 600-FOOT SPACING, AND AT ALL CLUSTER MAILBOX LOCATIONS.

PAVING AND DRAINAGE WILL BE OWNED AND MAINTAINED BY THE RIBBONWOOD MUD #1.

WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY MUSTANG SPECIAL UTILITY DISTRICT.

RIGHT OF WAY EASEMENT GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 403, PAGE 360, DEED RECORDS, DENTON COUNTY, TEXAS. AFFECTS PROPERTY, BUT IS BLANKET IN NATURE.

FINAL PLAT
RIBBONWOOD PHASE 1

43.864 ACRES

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Engineer's Summary Report
Ribbonwood MUD #1 – Aubrey, TX
Phase 1 Final Plat

Project Description/Summary:

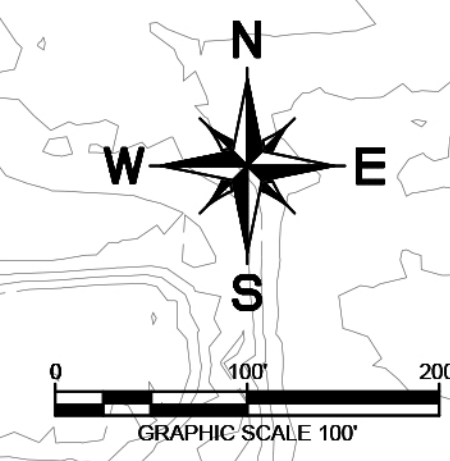
Ribbonwood MUD #1 is a 90-acre proposed development east of FM 2931, south of Spring Hill Road and west of Coffey Road. The property composing the development is located within the City of Aubrey's ETJ. Because this property is located within the ETJ there is no zoning, however, there is a Development Agreement with the City of Aubrey for the project that outlines development standards and regulations. The project is proposed to be a MUD.

Lot types will consist of 40'x120' and 50'x120' as established in the Development Agreement. 213 residential lots and 4 HOA lots are currently proposed in the Phase 1 Final Plat. An amenity center is proposed with Phase 1.

The development will be served by Mustang SUD for water and sewer by connecting to existing lines and stubs. Sanitary sewer flow will be directed east within the project to a proposed lift station. A force main will then flow east offsite to connect to an existing gravity sanitary line that connect to the MSUD wastewater treatment plant. For water connections, an offsite 18" waterline will be constructed along FM 2931 ROW and will go south approximately 6,300 feet to connect to an existing 18" waterline.

CoServ has sent Kimley-Horn a will-serve letter marking intent to provide electric services to the development, and it is expected that Suddenlink will provide cable and telephone services (will-serve to be provided to City when it is received).

Storm water drainage will be directed to an onsite valley storage detention pond which will release into the onsite floodplain along the eastern boundary of the property. A LOMA has been approved by FEMA in December 2023, and a flood study is currently in the review cycle at the City of Aubrey. A TIA was approved by the City of Aubrey in February 2024. TxDOT Driveway Permit plans have been submitted through the City of Aubrey and are currently in the review cycle at TxDOT.

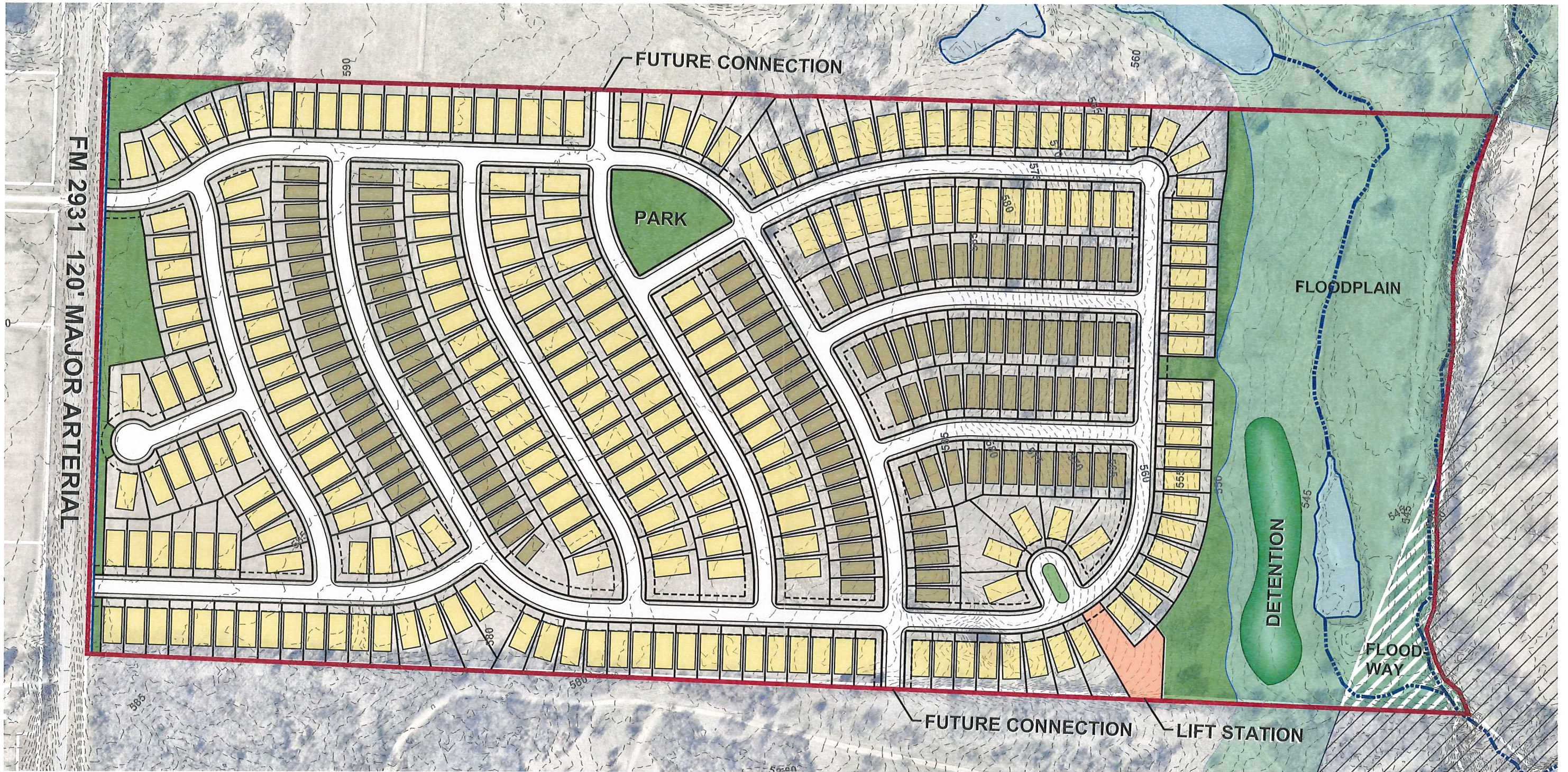


Ribbonwood MUD No. 1

Aubrey ETJ,, Denton County Texas

OPEN SPACE AND AMENITY PLAN

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



RIBBONWOOD MUD #1

Aubrey ETJ, Denton County, Texas
August 2021



GRAPHIC SCALE IN FEET
0 50 100 200
1"=100' @ 24x36

Land Use Acreage Summary

Residential Lots / Residential Rights of Way	70.2	78.0%
Right-of-Way Dedication	0.3	0.3%
Open Space	4.9	5.4%
Floodplain	13.2	14.7%
Floodway	1.4	1.6%
Total	90.0	100.0%

Lot Type Summary

40' x 120'	125	34.1%
50' x 120'	242	65.9%
Total	367	100.0%

Density Summary (Units per Acre)

Gross Density	4.1
Net Density	4.9

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement") is made this 7th day of June, 2022 (the "Effective Date"), by and between the **City of Aubrey, Texas**, a general law municipality organized under the laws of the State of Texas (the "City"), and **Clayton Lee Boyd, Investment Trustee under the Boyd 2021 Investment Trust created under agreement dated October 26, 2021** (the "Owner"). The City and Owner are hereinafter sometimes referred to, individually, as a "Party" and, collectively, as the "Parties."

ARTICLE I **RECITALS**

WHEREAS, Owner is the owner of a tract of land containing approximately 90 acres of land in Denton County (the "County"), being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"), located wholly within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, public roads, public water facilities, public sewer facilities and public drainage facilities (individually or collectively, the "Public Infrastructure") are not currently available to serve the Property; and

WHEREAS, the City is not presently able to solely provide, or directly contribute to, the cost of the Public Infrastructure that will facilitate Owner's proposed development of the Property; and

WHEREAS, in order to facilitate Owner's proposed development of the Property in a market-competitive manner, Owner desires to seek the creation of a municipal utility district through the Texas Commission on Environmental Quality (the "TCEQ") to be known as "Ribbonwood Municipal Utility District of Denton County" (the "District"); and

WHEREAS, Owner has submitted a petition to the City seeking City consent to the creation of the District; and

WHEREAS, the City supports the creation of the District under appropriate parameters, as set forth herein; and

WHEREAS, as evidence of the City's consent to the creation of the District, the City adopted Resolution No. 882-22 on March 22, 2022 (the "Consent Resolution") **Exhibit B** hereto, demonstrating the City's consent, pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, to the inclusion of the Property in the District; and

WHEREAS, it is the intent of the Parties that the Property will be developed in accordance with the hereinafter defined Concept Plan; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II. **CONSENT TO CREATION OF THE DISTRICT**

2.1 Consent Resolution; Other Documents. This Agreement and the Consent Resolution, **Exhibit B**, constitute the irrevocable consent of the City to the creation of the District pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. Subject to those conditions and limitations set forth in this Agreement and the final City Council approved Consent Resolution, City and Owner agree that City's consent is for the creation of the District for the Property and issuance of bonds by the District for the Property pursuant to the authority of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, as amended. City's consent shall encompass the Property, and Owners and Owner Assignee agree not to take any action to expand the boundaries of the District beyond the Property by annexation or any other means, or to merge with District with any other municipal utility district.

The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by Owner, the TCEQ, the Texas Attorney General ("AG"), or the District to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

2.2 No Limitation of Powers. Nothing herein is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such districts. Likewise, nothing herein is intended to limit, impair or conflict with the authority of or powers granted to the City the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to the City.

2.3 Full Satisfaction. Subject to and limited by the terms of this Agreement and the conditions set forth in the City approved Consent Resolution, the consents contained in this article and in the Consent Resolution (the "District Consents") are given by the City: (a) in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the Texas AG; and (b) with the understanding that Owner has relied on the District Consents to Owner's material detriment and but for the District Consents Owner would not have entered into this Agreement.

2.4 Limitation on Bonds. Bonds issued by the District shall have a maximum maturity of thirty (30) years for any one series of bonds, unless otherwise agreed to by the City and shall be issued for the purposes of paying for costs of development of Public Infrastructure which include

Onsite improvements and Offsite Improvements, including the costs of maintenance and operation of the Public Infrastructure. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary for the construction of such Public Infrastructure.

ARTICLE III. **ANNEXATION**

3.1 Immunity From Full Purpose Annexation. Except as provided in a fully executed strategic partnership agreement, the Property shall remain in the ETJ of the City and be immune from full purpose annexation until such time that Owner has constructed, or caused to be constructed, at least ninety percent (90%) of the Public Infrastructure and Owner has been fully reimbursed for all of the costs of such Public Infrastructure. Pursuant to Texas Local Government Code Section 43.0715(b), if the District has not yet issued bonds to reimburse Owner in full for the bond eligible costs and expenses incurred by Owner at the time the Property is annexed for full purposes by the City, the City hereby agrees that it shall pay to Owner a sum equal to any and all outstanding actual costs and expenses incurred by Owner in connection with the District that the District has, in writing, agreed to pay and that would otherwise have been eligible for reimbursement from bond proceeds, and the City further agrees that such payment shall be a condition precedent to the annexation of the Property or any portion thereof. The timing, delivery, and other ancillary conditions of any such payment shall be controlled by the terms of the strategic partnership agreement between the City and the District and shall be in accordance with Texas Local Government Code Section 43.0715(b). Following annexation, this Agreement shall continue to remain in effect for the Term, and this Agreement shall control over any zoning of the Property, or any portion thereof, that conflicts with the Governing Regulations. Final terms of a Strategic Partnership Agreement shall be negotiated by the Parties on a mutually agreeable date, and City approval of participation in such agreement shall be within the exclusive legislative discretion of the City Council

3.2 Consent to Annexation. **OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END-BUYERS) AND FUTURE DEVELOPERS OF THE PROPERTY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND A FINALLY APPROVED AND FULLY EXECUTED STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY AND THE DISTRICT AND WAIVE ALL OBJECTIONS, ELECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND FUTURE DEVELOPERS FOR FULL PURPOSE ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT AND SPECIFICALLY THE RESTRICTIONS IN SECTION 3.1 OF THIS AGREEMENT.**

3.3 Limited Purpose Annexation. Owner agrees that the City shall have the right to, but is not obligated to, annex those areas of the Property that are used for, or intended to be used for, commercial development for the sole and limited purpose of allowing the City to impose sales and use taxes within the boundaries of such commercial and/or retail areas to the extent permitted

by State law. The terms and conditions upon which such limited purpose annexations may occur shall be set forth in a strategic partnership agreement prior to the first limited purpose annexation by the City, pursuant to Section 43.0751 of the Texas Local Government Code. No limited purpose annexation pursuant to a strategic partnership agreement shall affect, in any way, the ETJ status of the Property; and, notwithstanding any limited purpose annexation, the areas annexed, as well as the remainder of the Property, shall continue to be located within the ETJ of the City, or the County, if applicable, for the purposes of this Agreement.

ARTICLE IV

GOVERNING REGULATIONS & DEVELOPMENT PROCESS

4.1 Governing Regulations. Development of the Property shall be governed solely by the regulations listed below in this Section 4.1 (collectively, the “Governing Regulations”).

(a) The Concept Plan attached hereto as **Exhibit C**, as amended from time to time in accordance with this Agreement (the “Concept Plan”) and compatible with the City’s thoroughfare plan in place as of the Effective Date of this Agreement, which Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code. In the event of a conflict between the Concept Plan and the City's thoroughfare plan or comprehensive plan, the Concept Plan shall control provided however that all roadways shall comply with the final plat.

(b) Subdivision regulations of the City in effect on the Effective Date of this Agreement (the “Subdivision Regulations”), as expressly amended by the Development Standards (defined herein).

(b) The Development Standards attached hereto as **Exhibit D** (the “Development Standards”).

(c) Approved final plats for all or a portion of the Property.

(d) Duly adopted building codes of the City, as amended (the “Building Codes”), provided such building codes are adopted by ordinance and uniformly applied throughout the City.

(e) Applicable federal, state and local regulations.

4.2 Concept Plan Amendments. The Parties agree the Concept Plan attached hereto as **Exhibit C** was created by Owner for illustrating the boundary, lot mix and general layout of the project. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Administrator of the City may administratively approve any amendments to the Concept Plan that the City Administrator deems in his reasonable discretion to be minor in nature. If the City Administrator deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in applicable City regulations.

4.3 Provisions for Administration of District.

(a) Manufactured Homes. One (1) manufactured home shall be permitted on the Property at any time as necessary to satisfy on-site voter requirements of the TCEQ. Owner shall provide names and contact information for any persons establishing a residence in the home permitted under this Agreement upon reasonable request by the City. No approved plat, building permit, certificate of occupancy, or other permit shall be required to establish such residence.

(b) Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no structure, other than manufactured housing authorized by Section 4.3(a), shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with this Agreement. Such temporary manufactured housing shall be removed from the Property when no longer necessary for the purpose of satisfying the on-site voter requirements of the TCEQ.

4.4 Permits & Fees. Except as otherwise provided in Section 4.3, Owner, or any subsequent owner of any portion of the Property, as appropriate, shall request and obtain a building permit from the City for every structure that is constructed on the Property. All fees charged to Owner, or any subsequent owner of any portion of the Property, for building permits shall be the fees that the City charges for building permits inside the corporate boundaries of the City pursuant to its lawfully adopted fee schedule. Additionally, the City of Aubrey shall assess a library services fee of \$5.00 per lot per year in accordance with the City's current Ordinances which shall be collected by the Homeowner's Association and remitted to the City annually. Furthermore, the City of Aubrey shall assess a parkland dedication and development fee at the time of permitting, in an amount not to exceed \$1,500 per dwelling unit at the time of permitting. The City agrees that any fees charged pursuant to this Section 4.4 shall not include any impact fees charged by the City. The City further agrees that no other fees, including, but not limited to, impact fees adopted pursuant to Chapter 395 of the Texas Local Government Code, shall be charged by the City other than the fees described in this Section 4.4.

4.5 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control. In any instance of conflict between the Governing Regulations (as amended) and this Agreement (as amended), the terms set forth in this Agreement shall have controlling effect. In the event of any conflict between the Development Standards and any of the other Governing Regulations, the Development Standards shall control. In any instance of conflict between other subparts of the Governing Regulations which address the same subject matter, the more restrictive provision shall control unless otherwise agreed in writing by the Parties. Notwithstanding the foregoing, Owner shall comply with all applicable state and federal regulations.

4.6 Jurisdiction. Pursuant to the Interlocal Cooperation Agreement entered between the City and Denton County, Texas and effective August 13, 2002 (the "Platting ILA"), which grants

exclusive authority to the City pursuant to Section 242.001(d)(1) of the Texas Local Government Code, and Section 242.001(a)(3) of the Texas Local Government Code, the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats, and approval of plans for Public Infrastructure over which the City has jurisdiction such as storm drainage and roadway improvements, for the Property, and the County shall have and exercise no jurisdiction over such matters for the Property. Jurisdiction over plats and plans not controlled by the Platting ILA shall be governed by Texas law.

4.7. Timing of Development Applications. Owner shall coordinate with City staff to ensure that the timing of the filing of any plats and other plans within the scope of Texas Local Government Code Chapter 212, and which are to be reviewed by any City board, commission, or the City Council, shall only occur within an appropriate application filing window that allows for timely review without the necessity of calling special meetings. Pre-application-filing review and City staff assistance will be made available to assist the applicant with assuring completeness and compliance with this Agreement and other applicable City regulations and minimize delays in approval by the reviewing body; provided however, no such pre-application process shall be deemed to constitute the filing of a permit. Upon reasonable request by the City, applicants developing any property subject to this Agreement shall provide the City with written verification of the official filing date assigned to the application materials.

4.7 Water and Wastewater Service. Mustang Special Utility District shall be the retail provider of water and wastewater service to customers located within the Property pursuant to a Non-Standard Service Agreement to be entered into between Owner and Mustang Special Utility District.

4.8 Homeowner's Association Required.

(a) Owners shall create a sustainable and mandatory homeowner's association ("HOA") for the Property that requires membership by all of the owners of a residential lot within the Property.

(b) The HOA shall own and be responsible for the maintenance of any private facilities, appurtenances, and open spaces/common areas and facilities within the Property, unless specifically designated to be owned and maintained by the District.

(c) The HOA shall have covenants and bylaws and shall require the payment of dues and assessments to maintain any private streets and common areas and facilities. The HOA covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the HOA must be recorded with the County Clerk for Denton County.

ARTICLE V
FIRE PROTECTION SERVICES AND
POLICE AND EMERGENCY RESPONSE SERVICES

5.1 Interlocal Cooperation Agreements. Owner shall cause the District to enter into Interlocal Cooperation Agreements (“ILAs”) wherein the City shall provide fire protection services and police and emergency response services to the Property. From and after the effective date of said ILAs and continuing until the full purpose annexation of the Property into the corporate limits of the City, the City will provide to the Property police and fire services described in this Article in accordance with the terms of such ILAs and all applicable emergency dispatch agreements with Denton County and other agencies. Unless separately authorized by the City Council or required by state law, the City’s obligation to provide such services shall end immediately if this Agreement is terminated for any reason prior to the City’s full purpose annexation of the Property.

5.2 Police, Fire Fighting and EMS Services. The Owner or the District shall pay a fee in the amount specified in each ILA for the City’s provision of (i) police and patrol services (the “Police ILA”) and (ii) firefighting and EMS services (the “Fire/EMS ILA”). The amount of the fee shall be stated in each ILA as a flat monthly rate charged for each Residential Unit in the District connected to and receiving water utility service from a water supply system. A “Residential Unit” shall mean a residential dwelling. If a multi-family residential structure in the District receives water utility service, the number of Residential Units will correspond to the number of dwelling units in the structure. Any non-residential structures intended for human use or occupancy shall also be deemed a Residential Unit based on the number of water meters at the structure. The initial rate per Residential Unit under the Police ILA shall be \$25.00, and the initial rate per Residential Unit under the Fire/EMS ILA shall be \$30.00. Beginning on the second anniversary of the Effective Date for each ILA, the City may increase the rate charged under each ILA per Residential Unit based on its cost of providing services pursuant to the respective ILA. The City will provide the Owner or the District with written notice, no later than thirty (30) days prior to the anniversary of the Effective Date each subsequent year, of its intent to increase the rate per Residential Unit. The Owner or the District may, at its option upon a reasonable belief that the rate increase is overly burdensome, reject the rate increase by written notice no later than ten (10) days prior to the anniversary of the Effective Date of that year. A rejection of a rate increase shall be regarded as a notice of the Owner’s or the District’s intent not to renew the ILA, and the ILA shall terminate on the next anniversary of the Effective Date. The Parties agree that the Fire/EMS ILA shall contain provisions stating that it shall not be effective until the District has (i) developed a fire plan in accordance with Section 49.351 of the Texas Water Code and the rules of the TCEQ (the “Fire Plan”), (ii) submitted the Fire Plan to the TCEQ for its approval, (iii) obtained TCEQ approval of the Fire Plan, and (iv) obtained approval of the Fire Plan from the voters of the District at an election held for that purpose.

5.3 Other Provisions. The ILA must include terms binding the Owner or the District to perform obligations associated with the Owner or the District in this Agreement and all obligations of Owner which can only be performed through or with the assistance of the District. Any modification of the terms of this Agreement (including but not limited to the content of its exhibits) desired by the District must be (a) separately negotiated, and (b) agreed in writing by the City.

ARTICLE VI

TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and shall continue for a period of thirty (30) years (the “Term”). Notwithstanding any other provision of this Agreement: (a) the validity of any consent to creation of the District, and the limitations in this Agreement on any annexation of the Property into the City, shall not be affected in any way by the expiration of the Term. The total duration of this Agreement and any successive renewals or extensions shall not exceed forty-five (45) years following its Effective Date.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party providing in detail the reasons that the cure will take longer than thirty (30) days with a statement of the number of days requested to cure. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five (5) business days after it is due.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall entitle the aggrieved Party to terminate this Agreement or to limit the Term of this Agreement.

7.3 No Waiver of Immunity. No waiver of government immunity by the City is intended or implied by entrance into this Agreement, and the City expressly reserves all available claims and defenses, including but not limited to immunity defenses, against any and all claims by third parties and any cause of action other than a breach of contract claim by Owner.

ARTICLE VIII

ASSIGNMENT, AMENDMENT AND ENCUMBRANCE

8.1 Amendment. This Agreement may be amended only upon written amendment executed by the City and Owner. In the event Owner sells any portion of the Property, Owner may assign to such purchaser the right to amend the Agreement as to such purchased property by written

assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

8.2 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that (i) is an affiliated entity that controls Owner or that is controlled by or under common control with Owner or (ii) is a non-affiliated party that is or will become an owner of any portion of the Property and that has provided documentation of financial ability acceptable to the City to demonstrate that Owner Assignee is qualified to comply with all of the terms of this Agreement applicable to Owners, provided that Owners are not in breach of this Agreement at the time of such assignment. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned (including but not limited to consent to inclusion in City jurisdiction). A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution, and such copy shall identify a contact person representing the Assignee, and such persons' address, telephone number, and email address. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, Owner shall not be released until the City receives such assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. Failure of Owner to strictly comply with the terms of this paragraph shall constitute as material breach of this Agreement.

8.3 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in or otherwise encumber any of their respective rights, title or interest under this Agreement for the benefit of their respective lenders without the consent of, but with written notice to, the City. The collateral assignment, pledge, grant of lien or security interest or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or

other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Assignees as Parties. An Assignee authorized in accordance with this Agreement, and for which notice of assignment has been provided in accordance with this Agreement, shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (defined below) of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be an "Owner" and have all of the obligations of the Owners as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

ARTICLE IX

RECORDATION; ESTOPPEL CERTIFICATES

9.1 Recordation. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the real property records of Denton County. In addition, all assignments to this Agreement shall be recorded in the real property records of Denton County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property as a covenant running with the land; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer (hereinafter defined) except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) that the term "End-Buyer" means any owner, tenant, user, or occupant; (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records; and (c) that the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations that apply to an individual, final platted lot.

9.2 Estoppels. From time to time upon request of Owner, the District or any successor or assign of Owner or the District (including, without limitation, any Assignee), an authorized representative of the City will, in such person's official capacity, upon payment to the City of a \$300.00 fee plus all reasonable cost incurred, execute a written estoppel that certifies, to his knowledge and belief, that such Party is not in default of its obligations under this Agreement or that identifies any obligations that are in default.

ARTICLE X

ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The

Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a “Notice”) shall be in writing, shall be signed by or on behalf of the Party giving the Notice and shall be effective as follows: (a) on or after the 3rd business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by e-mail; or (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed). Notices given pursuant to this section shall be addressed as follows:

CITY: City of Aubrey
107 S. Main St.
Aubrey, TX 76227
Attention: City Secretary
Email: citysecretary@aubreytx.gov

With copy to:

Messer, Fort, McDonald
ATTN: Patricia Adams
6371 Preston Road, Suite 200
Frisco, TX 75034
Email: patricia@txmunicipallaw.com

OWNER: Clayton Lee Boyd, Investment Trustee under
the Boyd 2021 Investment Trust created under
agreement dated October 26, 2021
7737 East FM 922
Valley View, TX 76272
Attention: Clayton Boyd
Email: claytonboyd84@hotmail.com

With a copy to:

Coats Rose P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Attention: Mindy L. Koehne
Email: mkoehne@coatsrose.com

10.3 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Property Description
Exhibit B	Consent Resolution
Exhibit C	Concept Plan
Exhibit D	Development Standards

10.4 Interpretation. In all clauses of this Agreement, a designation of a party by proper name or a defined term (e.g., “Party”, “City”, “Owner”, etc.) is intended to be and shall be construed as inclusive of all employees, officials, officers, owners, agents, heirs, successors in interest, assigns, and other authorized representatives that are implicated in the duties to act or to refrain from action relating to its subject matter. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision or the Party’s respective contributions to the editing process.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, that the individual(s) executing this Agreement on behalf of Owner has been duly authorized to do so on behalf of their respective principal(s). Owner further represents and warrants that its undersigned representatives collectively represent each and every owner of the Property as of the date of its execution. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code to the extent the Property is located in the City’s ETJ at the time of such performance.

10.6 Entire Agreement: Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own.

10.7 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the parties are performable in Denton County. Venue for any action to enforce or construe this agreement shall be Denton County.

10.8 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.9 No Third-Party Beneficiaries. Except as provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the entities expressly named and designated as part of the collectively "Parties." An End-Buyer shall be considered a third-party beneficiary of this Agreement but only for the limited purposes for which an End-Buyer is bound by this Agreement (including but not necessarily limited to those obligations applicable to End-Buyer by virtue of covenants running with the land prior to acquisition of ownership interest, e.g., consent to full purpose annexation). No other person or entity shall have any right, title or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term, "force majeure," shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

10.11 Counterparts. This Agreement may be executed in any number of counterparts with duplicative signature pages, each of which shall be deemed an original and constitute one and the same instrument having identical material terms.

10.12 Litigation Expenses. Either Party to this Agreement who is the prevailing party in any legal proceeding against the other Party, brought in relation to this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party to the extent permissible under law.

10.13 Further Documents. Each Party shall, upon written request of the other Party,

execute and deliver such further documents and perform such further acts (e.g., provide written memorialization of agreement, consent, approval, request, etc.) as may be requested to effectuate the terms of this Agreement and achieve the intent of the Parties, and such further performance, documentation, or consents shall not be unreasonably withheld. Written requests may be directed only to a person listed in Section 10.2 above or as may be designated in writing by the receiving Party. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council of Aubrey, Texas ("City Council") seated at the time that this Agreement is executed or any future City Council.

10.14 Anti-Boycott Verification. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

10.15 Iran, Sudan and Foreign Terrorist Organizations. Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

10.16 Fossil Fuels Boycott Verification. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Owner hereby verifies that Owner, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

10.17 Firearms Discrimination Verification. As required by Section 2274.002, Texas

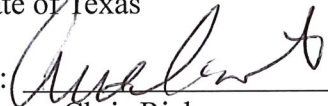
Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby verifies that Owner, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

10.18 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

[Signatures follow on the next pages]

EXECUTED by the authorized representatives of Owner and the City to be effective as of the Effective Date.

CITY OF AUBREY, TEXAS,
a Type A general law municipality of the
State of Texas

By: 
Name: Chris Rich
Title: Mayor

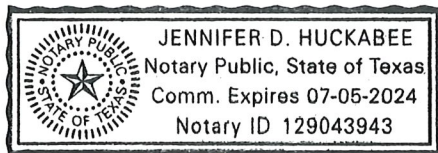
ATTEST:

By: 
Name: Jenny Huckabee
Title: City Secretary



STATE OF TEXAS §
 §
COUNTY OF DENTON §

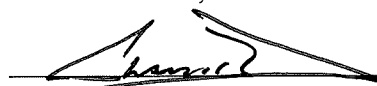
This instrument was acknowledged before me this 7th day of June, 2022, by Chris Rich, Mayor of the City of Aubrey, Texas, a general law municipality of the State of Texas, on behalf of said City.




Notary Public in and for the State of Texas

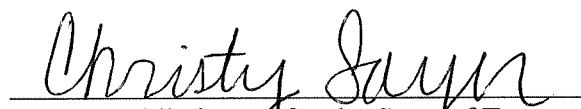
OWNER:

CLAYTON LEE BOYD, INVESTMENT
TRUSTEE UNDER THE BOYD 2021
INVESTMENT TRUST CREATED
UNDER AGREEMENT DATED
OCTOBER 26, 2021


Clayton Boyd, Investment Trustee

STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me this 7 day of June, 2022, by Clayton Boyd, Investment Trustee under the Boyd 2021 Investment Trust created under agreement dated October 26, 2021, on behalf of said trust.


Notary Public in and for the State of Texas

(SEAL)

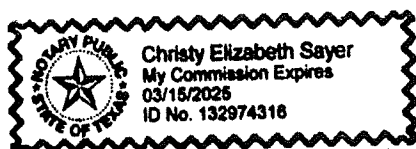


EXHIBIT A

PROPERTY DESCRIPTION

Being a tract of land situated in the F. H. Pollard Survey, Abstract No. 995, Denton County, Texas and being part of a called 193.858 acres tract of land described in Deed to S.A. Polo Inc. as recorded in Document No. 2005-128691, Official Records, Denton County, Texas, and being more particularly described herein as follows:

BEGINNING at a 6 inch wood fence corner post with a nail on top found in the East Right-of-Way line of F.M. 2931 (a called 100' R.O.W.) for the Southwest corner of said S.A. Polo tract and the Northwest corner of a called 2,439.8661 acres tract of land described in Deed to Sandbrock Investments, Inc. as recorded in Instrument No. 2004-1916, said Official Records;

THENCE North 01 degrees 51 minutes 13 seconds East, with the West line of said S.A. Polo tract, along the East line of said F.M. 2931, a distance of 1,281.16 feet to a 5/8 inch iron rod with plastic cap stamped "PLS, INC" (typical) set for the Northwest corner of the herein described tract;

THENCE South 88 degrees 08 minutes 47 seconds East, with the North line of the herein described tract, severing said S.A. Polo tract, passing at a distance of 3,044.06 feet a 5/8 inch iron rod set in a fence line for reference, and continuing along said course for a total distance of 3,091.38 feet to a point in the centerline of a Water Haul Branch and in the recognized East line of said S.A. Polo tract for the Northeast corner of the herein described tract;

THENCE with the recognized East line of said S.A. Polo tract, along the meanders of said branch, the following fourteen (14) courses and distances:

1. South 15 degrees 33 minutes 49 seconds West, a distance of 9.78 feet to a point for corner;
2. South 20 degrees 18 minutes 15 seconds West, a distance of 119.86 feet to a point for corner;
3. South 12 degrees 39 minutes 12 seconds West, a distance of 234.81 feet to a point for corner;
4. South 00 degrees 08 minutes 16 seconds East, a distance of 158.15 feet to a point for corner;
5. South 07 degrees 30 minutes 59 seconds West, a distance of 170.19 feet to a point for corner;
6. South 05 degrees 23 minutes 05 seconds West, a distance of 176.55 feet to a point for corner;
7. South 00 degrees 47 minutes 31 seconds East, a distance of 125.47 feet to a point for corner;
8. South 03 degrees 53 minutes 06 seconds West, a distance of 111.85 feet to a point for corner;
9. South 21 degrees 36 minutes 51 seconds West, a distance of 47.99 feet to a point for corner;
10. South 17 degrees 14 minutes 35 seconds East, a distance of 71.68 feet to a point for corner;
11. South 25 degrees 41 minutes 08 seconds East, a distance of 45.77 feet to a point for corner;
12. South 50 degrees 33 minutes 32 seconds East, a distance of 40.53 feet to a point for corner;
13. South 23 degrees 15 minutes 08 seconds East, a distance of 45.43 feet to a point for corner;
14. South 18 degrees 21 minutes 21 seconds East, a distance of 10.01 feet to a point for the recognized Southeast corner of said S.A. Polo tract and a recognized Northeast corner of said Sandbrock Investments tract;

THENCE North 87 degrees 21 minutes 33 seconds West, with the South line of said S.A. Polo tract and the North line of said Sandbrock Investments tract, passing at a distance of 131.84 feet a 4 inch wood fence corner post found for reference, and continuing along said course for a total distance of 3,070.33 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 90.000 acres of land, more or less.

EXHIBIT B

CONSENT RESOLUTION

RESOLUTION NO. 882-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS CONSENTING TO THE CREATION OF RIBBONWOOD MUNICIPAL UTILITY DISTRICT NO. 1 OF DENTON COUNTY, WHICH LIES WITHIN THE EXTRATERRITORIAL JURIDICITION OF THE CITY OF AUBREY, TEXAS, WITH CONDITIONS; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Clayton Boyd, an individual (the "Petitioner"), requests that the City of Aubrey, Texas consent to the creation of Ribbonwood Municipal Utility District No. 1 of Denton County (the "District") to serve the approximately 90 acres of land, more or less, in Denton County, Texas as described in **Exhibit "A"**, "Property Description" (the "Property") attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the land to be included within the District is located the extraterritorial jurisdiction of the City of Aubrey, Texas; and

WHEREAS, the Petitioners have submitted to the Mayor and City Council of the City of Aubrey, Texas a Petition for Consent to Creation of Ribbonwood Municipal Utility District No. 1 of Denton County; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the City Council of the City of Aubrey, Texas desires to adopt a Resolution for the purpose of consenting to the creation of the District and consenting to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. That the City Council of the City of Aubrey, Texas hereby grants its consent to the creation of Ribbonwood Municipal Utility District No. 1 of Denton County on that portion of the property described on the attached metes and bounds description (Exhibit "A") and located within the extraterritorial jurisdiction of the City of Aubrey and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system, subject to the following are conditions:

(a) The City's consent is provided only for the Property boundaries described in the Agreement and is not for the District's annexation of additional land in the City's extraterritorial jurisdiction.

(b) The District will acquire easements, construct and provide infrastructure for onsite and offsite improvements to allow the District to provide water and wastewater for domestic uses through a third party provider, and will acquire easements, construct and provide infrastructure for storm drainage and other public utilities and infrastructure to the Property for domestic uses, in accordance with a final plat of the Property. The final plat of the Property shall be subject to approval of City, with the intent and understanding that the District easements and infrastructure will be dedicated to the third party provider, District, or City as applicable.

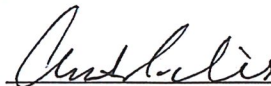
(c) District may not collect, transport, process, dispose of and/or control industrial, commercial, or residential wastes, regardless of state.

(d) The District may not gather, convey, divert and/or control local storm water runoff or other local harmful excesses of water in the District without prior approval from the City. The District may not assess storm drainage utility fees for capital improvements, organization expenses, operation and maintenance expenses or any other storm water related expense.

(e) Amount of bonded indebtedness issued by the District, including soft costs and creation and operation costs, shall be limited to bonds with maturities of thirty (30) years or less and up to an amount not to exceed the costs of onsite and offsite infrastructure improvements for the Property for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary for the construction of the onsite and offsite improvements to the Property. All bonds shall have a maximum ten (10) year call on all bonds issued by the District.

Section 3. That this Resolution take effect immediately from and after its passage and is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Aubrey, Texas on the 22ND day of March, 2022.


Chris Rich, Mayor

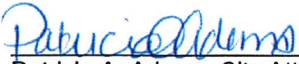
ATTEST:


Jenny Huckabee, City Secretary



Page 2 of 5

APPROVED AS TO FORM:



Patricia A. Adams, City Attorney

Page 3 of 5

EXHIBIT "A"
PROPERTY DESCRIPTION

Being a tract of land situated in the F. H. Pollard Survey, Abstract No. 995, Denton County, Texas and being part of a called 193.858 acres tract of land described in Deed to S.A. Polo Inc. as recorded in Document No. 2005-128691, Official Records, Denton County, Texas, and being more particularly described herein as follows:

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THENCE North 01 degrees 51 minutes 13 seconds East, with the West line of said S.A. Polo tract, along the East line of said F.M. 2931, a distance of 1,281.16 feet to a 5/8 inch iron rod with plastic cap stamped "PLS, INC" (typical) set for the Northwest corner of the herein described tract;

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1. South 15 degrees 33 minutes 49 seconds West, a distance of 9.78 feet to a point for corner;
2. South 20 degrees 18 minutes 15 seconds West, a distance of 119.86 feet to a point for corner;
3. South 12 degrees 39 minutes 12 seconds West, a distance of 234.81 feet to a point for corner;
4. South 00 degrees 08 minutes 16 seconds East, a distance of 158.15 feet to a point for corner;
5. South 07 degrees 30 minutes 59 seconds West, a distance of 170.19 feet to a point for corner;
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8. South 03 degrees 53 minutes 06 seconds West, a distance of 111.85 feet to a point for corner;
9. South 21 degrees 36 minutes 51 seconds West, a distance of 47.99 feet to a point for corner;
10. South 17 degrees 14 minutes 35 seconds East, a distance of 71.68 feet to a point for corner;

11. South 25 degrees 41 minutes 08 seconds East, a distance of 45.77 feet to a point for corner;

12. South 50 degrees 33 minutes 32 seconds East, a distance of 40.53 feet to a point for corner;

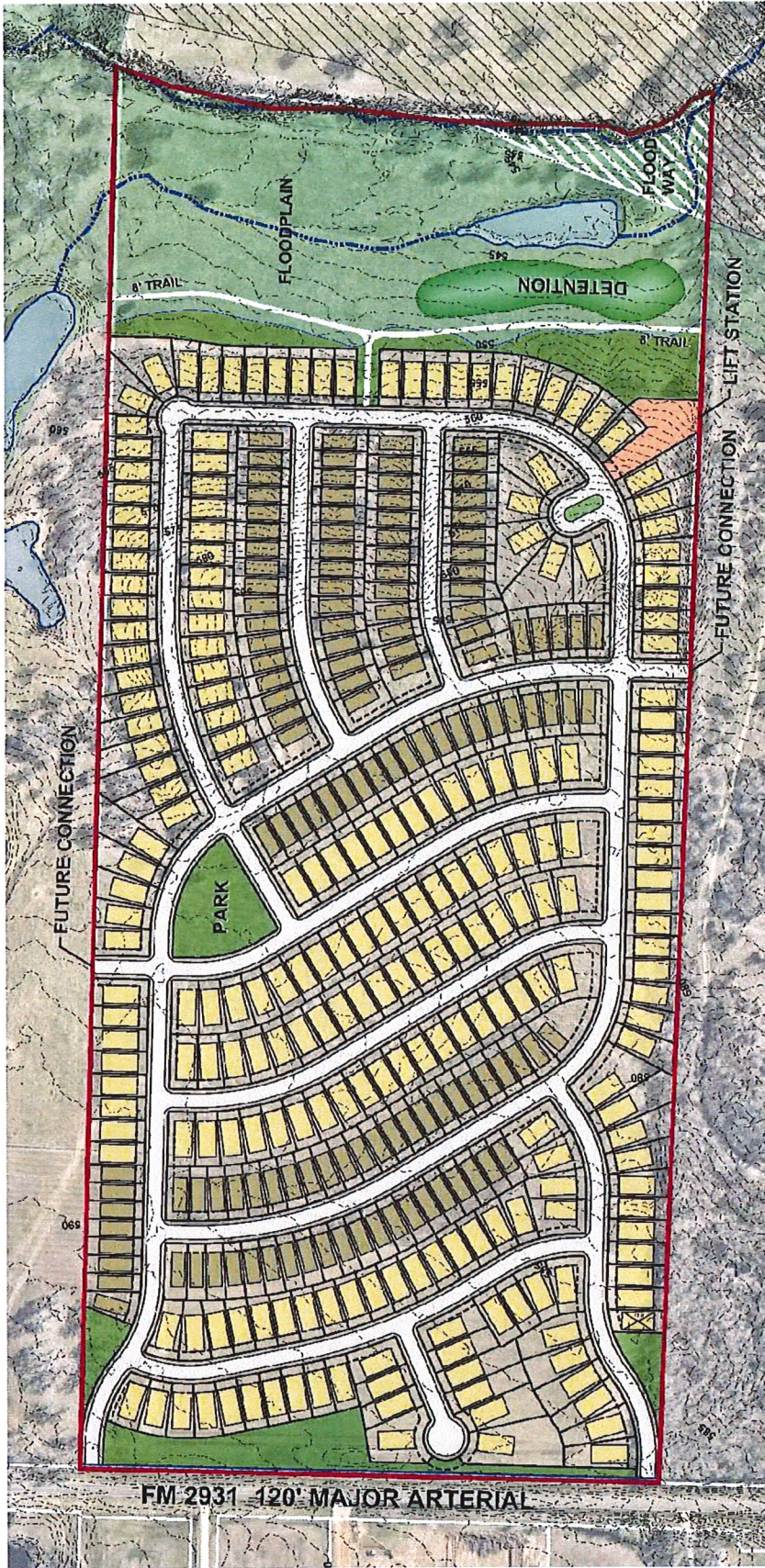
13. South 23 degrees 15 minutes 08 seconds East, a distance of 45.43 feet to a point for corner;

14 South 18 degrees 21 minutes 21 seconds East, a distance of 10.01 feet to a point for the recognized Southeast corner of said S.A. Polo tract and a recognized Northeast corner of said Sandbrock Investments tract;

THENCE North 87 degrees 21 minutes 33 seconds West, with the South line of said S.A. Polo tract and the North line of said Sandbrock Investments tract, passing at a distance of 131.84 feet a 4 inch wood fence corner post found for reference, and continuing along said course for a total distance of 3,070.33 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 90.000 acres of land, more or less.

EXHIBIT C

CONCEPT PLAN



NOT TO SCALE
 ALL DIMENSIONS ARE IN FEET
 UNLESS OTHERWISE NOTED
 DATE: 05/10/2022
 BY: J. HORN



Land Use Acreage Summary

Land Use	Acres	% of Total
Residential Single-Family	70.0	77.8%
Residential Medium-Density	0.0	0.0%
Residential High-Density	0.0	0.0%
Office	0.0	0.0%
Industrial	0.0	0.0%
Public Use	0.0	0.0%
Open Space	0.0	0.0%
Water	0.0	0.0%
Unimproved	0.0	0.0%
Total	90.0	100.0%

Lot Type Summary

Lot Type	Count	% of Total
Single-Family	133	35.7%
Medium-Density	0	0.0%
High-Density	0	0.0%
Total	133	100.0%

Density Summary (Units per Acre)

Land Use	Density
Residential Single-Family	4.0
Residential Medium-Density	0.0
Residential High-Density	0.0
Office	0.0
Industrial	0.0
Public Use	0.0
Open Space	0.0
Water	0.0
Unimproved	0.0
Total	4.0

RIBBONWOOD MUD #1

Audrey ETJ, Denton County, Texas
 May 2022

Kimley-Horn
 2100 West 10th Street
 Suite 100, Denton, TX 76201
 Phone: 940.383.1111
 Fax: 940.383.1112
 Email: info@kimley-horn.com
 Website: www.kimley-horn.com

EXHIBIT D

DEVELOPMENT STANDARDS

Exhibit D
Community Planning Standards (CP Standards)

I. PLANNING STANDARDS

1. Purpose: The purpose and intent of these Community Planning Standards are to provide quality subdivision development with residential use for the Property. Capitalized terms not otherwise defined in this Exhibit D have the meanings given such terms in the Development Agreement to which this Exhibit D is attached.
2. Lot Regulations: The following regulations apply to the Property:

SF-4.8 Single Family Residential, 4,800 sf minimum lot (max 40% of lot total)
SF-6 Single Family Residential, 6,000 sf minimum lot

Lot Regulations:

SF-4.8

<u>Regulation</u>	<u>Criteria</u>
1. Minimum Lot Size	4,800 S.F.
2. Minimum Lot Width (*)	40 feet
3. Minimum Lot Depth (**)	120 feet
4. Minimum Front Yard Setback	22 feet
5. Minimum Garage Setback	22 feet
6. Side Yard Setback (Interior Lot)	5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW)	10 feet
8. Rear Yard Setback	15 feet
9. Maximum Height	35 feet
10. Minimum Dwelling Unit Size	1000 S.F.
11. Maximum Lot Coverage (***)	60 percent
* Minimum Lot Width is measured along the front building line for all lots.	
** Minimum Lot Depth along a "knuckle" or "cul-de-sac" shall be 108 feet.	
*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.	

SF-6

<u>Regulation</u>	<u>Criteria</u>
1. Minimum Lot Size	6,000 S.F.
2. Minimum Lot Width (*)	50 feet
3. Minimum Lot Depth (**)	120 feet
4. Minimum Front Yard Setback	22 feet
5. Minimum Garage Setback	22 feet
6. Side Yard Setback (Interior Lot)	5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW)	10 feet
8. Rear Yard Setback	18 feet
9. Maximum Height	35 feet
10. Minimum Dwelling Unit Size	1200 S.F.
11. Maximum Lot Coverage (***)	60 percent

* Minimum Lot Width is measured along the front building line for all lots.

** Minimum Lot Depth along a "knuckle" or "cul-de-sac" shall be 110 feet.

*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

3. Regulations Applicable: All regulations and standards pertaining to the development of the Property set forth in this Agreement and all exhibits hereto together with the following regulations and standards as modified by this Agreement shall constitute the exclusive development regulations and conditions applicable to the Property (the regulations and standards described above and set forth below, and as set forth in or modified by all exhibits attached hereto and in any final plats and construction plans hereafter approved for future phases (the "Development Regulations")):

- a. Property Maintenance Code adopted by the City Council on May 29, 2007, by Ordinance No. 383-07.
- b. Nuisance Ordinance adopted by the City Council on July 16, 2002, by Ordinance No. 321-02.
- c. Maximum block length for the development shall not exceed 1050-feet measured from edge of right-of-way to edge of right-of-way.

4. Hike and Bike Trail System: The Property shall be developed in a manner generally consistent with the hike and bike trail system depicted upon the Concept Plan. The trail system will consist of a combination of eight feet (8') sidewalks through open space and five feet (5') sidewalks located in street right-of-way, as shown on Exhibit C, The Concept Plan, attached hereto.
5. Neighborhood Park: Minimum open space requirements shall include four (4) of the following amenities to be located in the neighborhood park shown on the Concept Plan:
 1. Playground Equipment,
 2. Surfaced Sports Court for Basketball with Two Goals,
 3. Pavilion structure with picnic table;
 4. Four benches located around the neighborhood park with waste receptacle,
 5. Four pet waste stations with two located within the neighborhood park and two located within the open space adjacent to the trail,
 6. Parking for Playground/Play Areas (parallel parking or head-in parking added to adjacent streets is acceptable);
 7. Landscape and Irrigation. Perimeter of park areas and sports fields shall be irrigated. Areas intended to be natural shall not require irrigation;
6. Homeowner's Association (HOA):
 1. In accordance with this Ordinance, a HOA shall be established to maintain open space, recreational areas, and other commonly owned facilities.
 2. The developer is responsible for drafting the HOA documents pertaining to the HOA's responsibilities to maintain these areas.
 3. Prior to approval of a Final Plat, a document establishing the HOA shall be submitted to the City for review and approved by the City for conformance with all requirements and other applicable ordinances.
7. Exterior Wall Masonry: All exterior walls, excluding doors, windows, and window units, shall be comprised of at least sixty (60) percent masonry product. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco. HardiPlank material shall be limited to fifty (50) percent of any exterior unless the style of the home calls for 100% HardiPlank such as the Cape Code or Victorian products.
8. Floodplain Dedication: All floodplain areas shall be dedicated to the District and shall be considered common open space.
9. Lot Orientation: Lots may face, back or side any open space, park, floodplain, trail or other public access area. Lots shall comply with setbacks as specified in Section 2 of these CP Standards. Lots can

back to streets with a right of way width of 80 feet or more. Lots can front streets with a right of way width of 80 feet or less.

10. Public Access: A 20-foot wide public access easement shall be placed at a minimum of 1200 foot spacing along floodplains, parks or other open spaces where no adjacent street is provided. Drainage and utility easements can serve as a public access easement, provided they are at least 20 feet in width. An 8-foot trail shall be provided in the public access easement between a street and the corresponding open space.

II. DESIGN STANDARDS

As applicable, Design Standards shall conform to the City of Aubrey standards with the exception that they will conform to Mustang SUD for water and sewer.

III. CONSTRUCTION AND IMPROVEMENTS

As applicable, Construction and Improvements shall conform to the City of Aubrey standards with the exception that they will conform to Mustang SUD for water and sewer.



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Conduct the second public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a certain ± 1.078 acre tract of land being a part of the existing 60-foot wide right-of-way of Redfearn Road and the new variable width right-of-way on the east side of US Highway 377, south of Redfearn Road, situated in the F. Trevino Survey, Abstract No. 1243, Denton, County Texas and the associated right-of-way.

Open Public Hearing: ____ p.m. Close Public Hearing: ____ p.m.

Staff Contact

Charles Kreidler, City Manager
kreidler@aubreytx.gov
940-440-9343

Summary

This is an annexation of Redfern Road that was not included in a previous annexation of Redfern Road properties.

Financial Summary

The cost of this annexation would be limited to the documentation associated with this item and future roadway improvements as needed.

Staff Recommended Motion

Conditions

N/A

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
IN THE F. TREVINO SURVEY, ABSTRACT 1243, DENTON COUNTY, TEXAS

Being a 1.078 acre tract of land, under, over and across Redfearn Road (an existing 60-foot right-of-way (ROW)) and the new ROW of U.S. Highway 377 (variable width ROW), for annexation into the City Limit of the City of Aubrey, Texas, said 1.078 acre tract being part of the existing 60-foot wide ROW of said Redfearn Road and the new variable width ROW on the east side of said U.S. Highway 377, south of Redfearn Road in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, said 1.078 acre tract being more particularly described as follows:

BEGINNING at a point for corner, said point being on the south property line of a called 1.592 acre tract of land conveyed to the City of Aubrey for Redfearn Road ROW, by deed recorded in Instrument No. 2018-106570 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said point also being at the northeast property corner of a called 0.65 acre tract of land conveyed to North Texas Alpha to Omega Investments, L.L.C., by deed recorded in Instrument No. 2023-27638 of the D.R.D.C.T., said point also being at the northwest property corner of a called 30.5742 acre tract of land conveyed to Jack S. Hopper, by deed recorded in Volume 4913, Page 1938 of the D.R.D.C.T., said point also being on the south ROW line of said Redfearn Road, said point also being on the existing City Limit line of the City of Aubrey as established by Aubrey annexation ORD. 650, dated 12/18/2018;

THENCE, S89°49'55"W, along the south ROW line of said Redfearn Road and the north property line of said North Texas Alpha to Omega Investments, L.L.C., a distance of 322.26 feet to a point for corner, said point being at the northeast property corner of a called 0.014 acre tract of land conveyed to Texas Department of Transportation, by deed recorded in Instrument No. 2024-11092 of the D.R.D.C.T., said point also being on the north property line of said Jack S. Hopper tract;

THENCE, S02°01'38"W, along the new east ROW line of said U.S. Highway 377 and departing the south ROW line of said Redfearn Road and the north property line of said North Texas Alpha to Omega Investments, L.L.C., a distance of 27.18 feet to the point for corner, said point being at the southeast property corner of said 0.014 acre tract, said point also being at the northeast property corner of a called 0.560 acre tract of land conveyed to Texas Department of Transportation, by deed recorded in Instrument No. 2023-52995 of the D.R.D.C.T., said point also being on the existing City Limit line of the City of Aubrey as established by said Aubrey annexation ORD. 650;

THENCE, along the new east ROW line of said U.S. Highway 377, following calls for course and distance:

S02°02'56"W, a distance of 196.13 feet to a point for corner;

S41°00'54"W, a distance of 39.75 feet to a point for corner;

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
IN THE F. TREVINO SURVEY, ABSTRACT 1243, DENTON COUNTY, TEXAS

S02°02'56"W, a distance of 583.45 feet to a point for corner, said point being at the southeast property corner of said 0.560 acre tract, said point also being at the south property line of said Jack S. Hopper tract, said point also being at the northeast property corner of a called 0.004 acre of land conveyed to Texas Department of Transportation, by deed recorded in Instrument No. 2024-1072 of the D.R.D.C.T.;

THENCE, S89°49'42"W, departing the east new ROW line of said U.S. Highway 377, a distance of 24.53 feet to a point for corner, said point being at the southwest property corner of said 0.560 tract, said point also being at the northwest property corner of said 0.004 acre tract, said point also being on the existing City Limit line of the City of Aubrey as established by Aubrey annexation ORD. 110, dated 11/16/1982 and the old ROW line of U.S. Highway 377;

THENCE, along the existing City Limit line of the City of Aubrey and the old ROW line of U.S. Highway 377, following calls for course and distance:

N01°56'42"E, a distance of 27.55 feet to a point for corner;

N02°18'44"E, a distance of 756.88 feet to a point for corner;

N02°12'44"E, a distance of 52.42 feet to a point for corner;

THENCE, N06°21'34"E along the northwest property line of said City of Aubrey 1.592 acre Redfearn Road ROW, a distance of 30.19 feet to a point for corner, said point being at the northwest property corner of said City of Aubrey 1.592 acre Redfearn Road ROW, said point also being at the southwest property corner of a called 0.023 acre tract of land conveyed to Texas Department of Transportation, by deed recorded in Instrument No. 2023-61798 of the D.R.D.C.T.;

THENCE, N02°00'22"E, a distance of 30.03 feet to a point for corner, said point being on the north ROW line of said Redfearn Road, said point also being at the southwest property corner of a tract of land conveyed to Realty Income Properties 10, L.L.C., by deed recorded in Instrument No. 2023-124044 of the D.R.D.C.T.;

THENCE, N89°49'55"E, along the north ROW line of said Redfearn Road and the south property line of said Realty Income Properties 10, L.L.C., a distance of 364.14 feet to a point for corner, said point being at the southeast property corner of said Realty Income Properties 10, L.L.C., said point also being at the southwest property corner of Lot 1, Block A of the Arnold Addition, an addition to the City of Aubrey as recorded by plat in Instrument Number 2020-426 of the Plat Record of Denton County, Texas, (P.R.D.C.T.), said point also being on the existing City Limit line of the City of Aubrey as established by said Aubrey annexation ORD. 650;

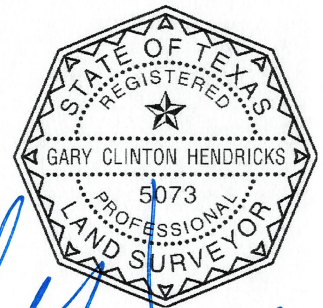
EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
IN THE F. TREVINO SURVEY, ABSTRACT 1243, DENTON COUNTY, TEXAS

THENCE, S00°18'11"W, departing the north ROW line of said Redfearn Road and being along the existing eastern City Limit line of the City of Aubrey as established by Aubrey annexation ORD. 650, dated 12/18/2018, a distance of 60.00 feet to the POINT OF BEGINNING, said annexation tract containing 1.078 acres (46,942 square feet) of land, more or less.

Notes:

1. This document was prepared under 22 TAC § 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Basis of Bearings & Distances: City of Aubrey as recorded by deed in Instrument No. 2019-77864 of the D.R.D.C.T.
3. A Plat of even date herewith accompanies this Metes and Bounds Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

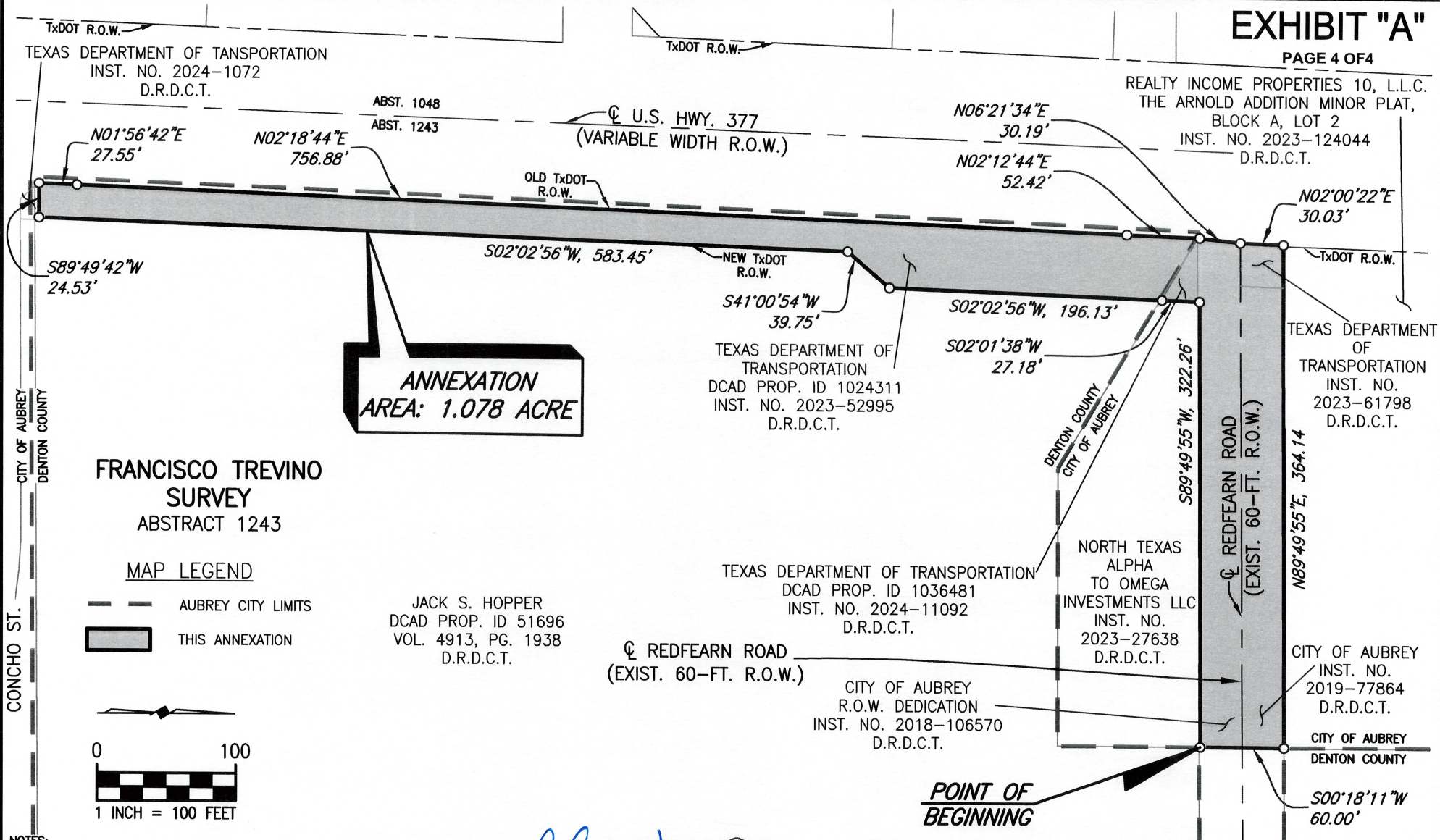


[Handwritten signature]
03/08/2024

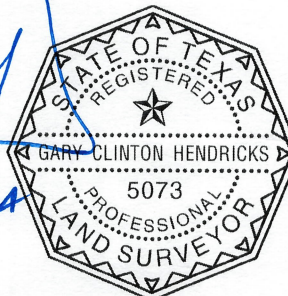
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REVISED: 3/8/24 - NPANDEY

EXHIBIT "A"

PAGE 4 OF 4



Handwritten signature and date:
03/08/2024



CITY OF AUBREY, TEXAS

ANNEXATION TRACT

1.078 ACRES, F. TREVINO SURVEY, ABSTRACT NO 1243, DENTON COUNTY, TEXAS

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

March
2024

RESOLUTION NO. 957-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, CALLING FOR A PUBLIC HEARING ON THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUBREY (DUCK POINT PUBLIC IMPROVEMENT DISTRICT); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the "City Council") of the City of Aubrey, Texas (the "City") has received a petition (the "Petition") requesting creation of a public improvement district (the "PID") under Chapter 372 of the Texas Local Government Code (the "Act"), from the record owners of taxable real property representing more than fifty percent ("50%") of the appraised value of the real property liable for assessment in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; and

WHEREAS, the Petition, a copy of which is attached hereto as **Exhibit A**, has been examined, verified, and found to meet the requirements of Sections 372.005(a) and 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed PID are described in the Exhibit to the Petition, said area for the PID being within the extraterritorial jurisdiction of the City and identified as "Duck Point Public Improvement District); and

WHEREAS, the City Council accepts the Petition and desires to schedule a public hearing to consider the creation of the PID to finance the following public improvements (collectively, the "Authorized Improvements"): (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction and improvement of water, wastewater and drainage improvements and facilities (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

SECTION 1: That a public hearing is hereby **scheduled for 6:00 p.m. on May 23, 2024**, in the **City Council Chamber at Aubrey City Hall, 107 South Main Street, Aubrey, Texas 76227** to receive public comment on the creation of the PID in the area more specifically described in the Petition, **Exhibit A** hereto, pursuant to the Act; and

SECTION 2: That notice of said hearing, in the substantially final form set forth in **Exhibit B** attached hereto, with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City and in a newspaper of general circulation in the City before the 15th day prior to the hearing as required by the Act; and

SECTION 3: That written notice, in the substantially final form set forth in **Exhibit B** attached hereto with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment within the PID, before the 15th day prior to the date set for the hearing; and

SECTION 4: That all of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein; and

SECTION 5: That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision; and

SECTION 6: That this Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Aubrey, Texas this 25th day of April, 2024.

**CHRIS RICH
MAYOR**

ATTEST:

**JENNY HICKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

EXHIBIT A

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUBREY, TEXAS FOR THE DUCK POINT PUBLIC IMPROVEMENT DISTRICT

This petition (“Petition”) is submitted and filed with the City Secretary of the City of Aubrey, Texas (“City”), by MM Aubrey 160, LLC (the “Petitioner”), owner of one hundred percent (100%) of the real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “Act”), the Petitioner requests that the City create a public improvement district (the “District”), to include property located within the extraterritorial jurisdiction of the City, more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B** (the “Property”). In support of this Petition, the Petitioner presents the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including acquisition of land or right-of-way or similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District is \$42,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments and possible tax increment reinvestment zone revenue. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City.

The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District.

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the authority to execute and deliver the Petition.

Section 8. Advisory Board.

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s).

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the

proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The Petitioner requests that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, on this the 19th day of April, 2024.

Petitioner:

MM AUBREY 160, LLC
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: [Signature]
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 19th day of April, 2024 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Aubrey 160, LLC, a Texas limited liability company on behalf of said company.

[Signature]
Notary Public, State of Texas

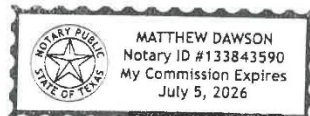


EXHIBIT A

Metes and Bounds Description

BEING a tract of land situated in Denton County, Texas, being a part of the Frederick H. Pollard Survey, Abstract No. 995, being part of a called 240.59 acre tract of land described in a Special Warranty Deed (SWD) to Pickens Lake LLC., as recorded in Document No. 2016-78692, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

COMMENCING at a one-half inch iron rod with yellow plastic cap found in the east line of a called 2,439.8661 acre tract of land described in a SWD to Sandbrock Investments, INC., as recorded in Document No. 2004-1916, O.P.R.D.C.T., said capped iron rod being in the west line of Farm to Market (F.M.) 1385 (a variable width right-of-way);

THENCE North 06 degrees 25 minutes 21 seconds West, a distance of 100.79 feet along the east line of said 2,439.8661 acre tract of land and the west line of F.M. 1385 to a point for corner;

THENCE North 01 degrees 54 minutes 45 seconds East, a distance of 221.30 feet to one-half inch iron rod with yellow plastic cap stamped "Bohler Eng." (herein after called capped iron rod) set for the POINT OF BEGINNING, from which a one-half inch iron rod found bears North 71 degrees 24 minutes 28 seconds East a distance of 17.72 feet;

THENCE along the south line of said 240.59 acre tract of land, the north line of said 2,439.8661 acre tract of land and meandering in or near the centerline of said Little Elm Creek, the following courses and distances:

North 08 degrees 45 minutes 15 seconds West, a distance of 370.10 feet to a point for corner;

North 37 degrees 31 minutes 15 seconds West, a distance of 137.20 feet to a point for corner;

South 68 degrees 51 minutes 45 seconds West, a distance of 73.30 feet to a point for corner;

North 62 degrees 27 minutes 15 seconds West, a distance of 161.60 feet to a point for corner;

South 59 degrees 14 minutes 45 seconds West, a distance of 323.90 feet to a point for corner;

South 69 degrees 22 minutes 45 seconds West, a distance of 108.90 feet to a point for corner;

South 38 degrees 01 minutes 45 seconds West, a distance of 202.00 feet to a point for corner;

South 20 degrees 08 minutes 45 seconds West, a distance of 285.40 feet to a point for corner;

South 64 degrees 05 minutes 45 seconds West, a distance of 120.20 feet to a point for corner;

South 08 degrees 20 minutes 45 seconds West, a distance of 301.10 feet to a point for corner;

North 89 degrees 39 minutes 15 seconds West, a distance of 546.80 feet to a point for corner;

North 86 degrees 27 minutes 15 seconds West, a distance of 420.85 feet to a point for corner;

South 47 degrees 16 minutes 45 seconds West, a distance of 49.31 feet to a point for corner;
South 24 degrees 49 minutes 15 seconds East, a distance of 306.70 feet to a point for corner;
South 06 degrees 20 minutes 45 seconds West, a distance of 308.30 feet to a point for corner;
South 11 degrees 18 minutes 15 seconds East, a distance of 161.25 feet to a point for corner;
South 31 degrees 19 minutes 15 seconds East, a distance of 240.90 feet to a point for corner;
North 86 degrees 42 minutes 15 seconds West, a distance of 1,094.70 feet to a point for corner;
South 80 degrees 54 minutes 45 seconds West, a distance of 242.04 feet to a point for corner;

THENCE North 08 degrees 59 minutes 13 seconds East, a distance of 3,369.03 feet to a capped iron rod set in the north line of said 240.59 acre tract of land, said iron rod being in the south line of a called 394.474 acre tract of land described as Tract 2 in a SWD to A1719, LLC, as recorded in Document No. 2020-28892, O.P.R.D.C.T., from which a one-half inch iron rod found at the northwest corner of said 240.59 acre tract of land bears North 87 degrees 33 minutes 15 seconds West, a distance of 1,166.20 feet;

THENCE South 87 degrees 33 minutes 15 seconds East, a distance of 2,733.00 feet along the north line of said 240.59 acre tract of land and the south line of said 394.474 acre tract of land to a capped iron rod set at the northeast corner of said 240.59 acre tract of land, said iron rod being the southeast corner of said 394.474 acre tract of land and said iron rod being in the west line of F.M. 1385;

THENCE along the east line of said 240.59 acre tract of land and the west line of F.M. 1385, the following courses and distances:

South 01 degrees 32 minutes 45 seconds West, a distance of 1,347.00 feet to a capped iron rod set for corner:

South 12 degrees 36 minutes 50 seconds West, a distance of 79.08 feet to a capped iron rod set for corner;

South 01 degrees 54 minutes 45 seconds West, a distance of 401.00 feet to the **POINT OF BEGINNING** and containing 6,967,038 square feet or 159.941 acres tract of land.

EXHIBIT B **Property Depiction**

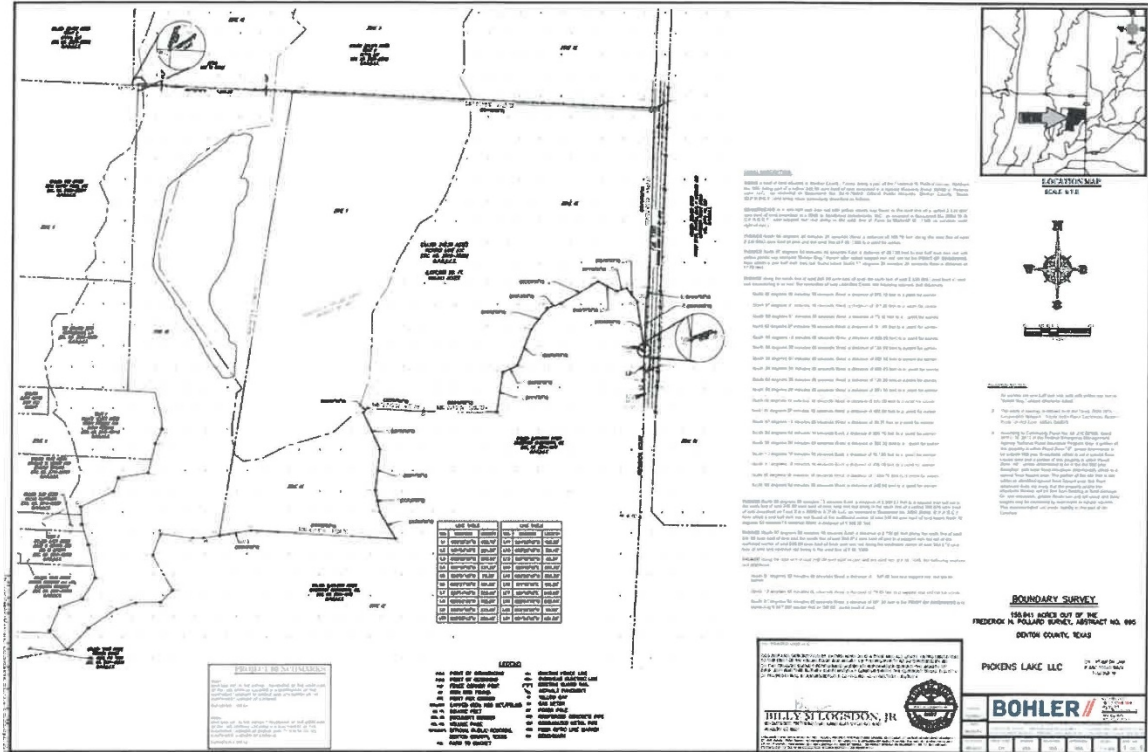


EXHIBIT B

NOTICE OF PUBLIC HEARING OF THE CITY OF AUBREY, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY (DUCK POINT PUBLIC IMPROVEMENT DISTRICT)

NOTICE IS HEREBY GIVEN THAT the City Council (the "City Council") of the City of Aubrey, Texas (the "City"), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), will hold a public hearing at **6:00 p.m. on May 23, 2024**, in the **City Council Chamber at Aubrey City Hall, 107 South Main Street, Aubrey, Texas 76227** for the purpose of considering the establishment by the City of a public improvement district to be located within the extraterritorial jurisdiction of the City (Duck Point Public Improvement District).

In accordance with the Act, the City Council has received a petition (the "Petition") from certain property owners within the extraterritorial jurisdiction of the City (the "Petitioners"), that requests the establishment of a public improvement district (the "PID"). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at 107 South Main Street, Aubrey, Texas 76227. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS: The general nature of the proposed public improvements (collectively, the "Authorized Improvements"): (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction and improvement of water, wastewater and drainage improvements and facilities (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated

cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is Forty Two Million and 00/100s Dollars (\$42,000,000.00) plus the annual cost of operation and maintenance, if any. The City will pay no costs of the Authorized Improvements or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

BOUNDARIES OF THE PROPOSED PID: Approximately 160 acres of land located within the extraterritorial jurisdiction of the City of Aubrey, Texas. Said property being out of the Frederick H Pollard Survey, Abstract No. 995, Denton County, Texas and identified as the Duck Point Development. A metes and bounds description is available for inspection at the offices of the city secretary at the location described above.

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

THE CITY OF AUBREY, TEXAS



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Consideration and action on Ordinances Numbers 840-24 to 849-24 amending and adopting new Divisions within Article 3.03, "Technical and Construction Codes and Standards" of Chapter 3, "Building Regulations" of the Code of Ordinances to adopt the 2023 National Electric Code with Local Amendments, and to adopt the 2021 Editions of and Local Amendments to the following International Codes:

- a. International Building Code
- b. International Existing Building Code
- c. International Energy Conservation Code
- d. International Fuel Gas Code
- e. International Mechanical Code
- f. International Plumbing Code
- g. International Fire Code
- h. International Residential Code
- i. International Swimming Pool and Spa Code

Staff Contact

Leanne Wilson, Development Services Director
lwilson@aubreytx.gov

Summary

The City of Aubrey currently requires construction under the 2018 International Code Series, including the Fire Code, and the 2021 National Electrical Code. The amending ordinances include the 2021 International Building Code, Residential Code, Existing Building Code, Plumbing Code, Mechanical Code, Fuel Gas Code, Fire Code, Property Maintenance Code, Energy Conservation Code, Swimming Pool and Spa Code and the 2023 National Electrical Code. The codes are adopted together as a series, since the codes are fully compatible with each other and provide many cross-references. The purpose of the code series is to provide an international model code forum and to provide consistency across the region.

The main purpose of updating codes is to maintain up-to-date codes that address design and installation of building systems through requirements which emphasize performance and safety. In addition, updating the codes is an important factor in securing a higher rating with the Insurance Service Organization (ISO). ISO is an advisory organization which provides ratings for each city's building and fire departments. A higher rating may provide insurance benefits and cost savings for citizens. Updated codes are necessary to maintain high ratings.

The provisions of the code 2021 International Residential Code apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal, and demolition of detached one- and two-family dwellings, townhouses, and their accessory structures.

Most significant changes in the new codes:

2021 INTERNATIONAL RESIDENTIAL CODE

R301.1.4 - added section for Intermodal shipping containers that are repurposed for use as building or structure needing to be designed based on structural provisions of section 3115 of the International Building Code.

R303.1 - Now requires local exhaust for kitchens that do not have openable outside windows in the kitchen area.

R308.4.5 - Added language to clarify that any glazing under 60" high and within 60" horizontally from shower or bath will need to be safety glazing.

R312.2 - modified language to measure the maximum height of the bottom of the opening for Window Fall protection to the bottom of the window opening instead of sill.

R314.3 - added requirement for location of smoke alarms where there is change of elevation in ceiling heights of 24" or more outside bedrooms - this is already in the current BMC.

2021 INTERNATIONAL BUILDING CODE

503.1.4 - clarified that occupied roofs are not included in determining allowable height or number of stories and clarifies that the occupancy of the occupied roof can be different that level immediately below as long as there is occupant notification system if that is required elsewhere in building Numerous changes in Chapter 5 and 6 and Table 705.5 due to adding three types of construction under Type IV - IV A, IV B, and IV C.

506.3.2 - Modified how to do allowable area frontage increases.

707.5 - Now technically allows a 1 or 2 hour rated horizontal assembly as ceiling of a horizontal exit passageway.

1006.3 - additional requirements for egress from occupied roofs.

1010.1.3 - added new language pertaining to the maximum forces required to unlatch, open and/or set in motion interior egress doors of various types.

2021 INTERNATIONAL EXISTING BUILDING CODE

Numerous code sections added language for I-2 occupancies to meet NFPA 99 including medical gas.

307.1 - added section to require smoke alarms to be added to existing I-1 and R Occupancies when doing alteration, addition, or change of occupancy (other than Level 1 alterations).

307.2 - added section to require carbon monoxide detection to existing I-1, I-2, I-3, I-4, R and classrooms of Group E occupancies (other than level 1 alterations, installation or alteration of plumbing or mechanical systems that are not gas burning, or work on exterior surface of buildings - including window or door hangouts which we are considering to amend out which will match the amendment in the IRC.

Various changes in Change of Occupancy chapter.

2021 INTERNATIONAL PLUMBING CODE

606.1 - will now require an individual tenant water shut off valve

903.1.3 - will now have details for vent terminations on roofs for solar panels and architectural roof features.

915.1 - will now allow a food waste disposer to tie into a combination waste and vent system.

2021 INTERNATIONAL MECHANICAL CODE

401.2 and 403.1 - will now require mechanical ventilation for all dwelling units - no matter how many stories

502.20 - will now require manicure and pedicure station exhaust systems to be continuously on during business hours.

504.4.1 - added language that if dryer manufacturers installation book does not specify require separation of exhaust termination from openings it shall be 3' minimum.

2021 INTERNATIONAL SWIMMING POOL AND SPA CODE

305 - will now require construction fencing around the new pool location from when the hole is excavated for the new pool until a permanent pool barrier is installed and inspected.

305.2.4.1 - now requires that a mesh fence used as barrier needs to be at least 20" from edge of water of a pool or spa.

305.2.9 - now requires a clear zone of not less than 36" from the outside of a pool barrier to any equipment.

305.8 - has added language to require Means of Egress as per IBC Chapter 10 for the outdoor public pools.

Staff held a public meeting with local contractors and developers in March to discuss the new codes and answer questions.

Financial Summary

None

Staff Recommended Motion

Approve

Conditions

N/A

CITY OF AUBREY, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 3 “BUILDING REGULATIONS”, ARTICLE 3.03 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, DIVISION 6 “FUEL GAS CODE” TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FUEL GAS CODE AND LOCAL AMENDMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the International Fuel Gas Code has been updated to provide for new standards and requirements in terms of performance and nationally accepted standards;

WHEREAS, the City is currently operating under the 2018 International Fuel Gas Code;

WHEREAS, Staff has reviewed the 2021 International Fuel Gas Code and has determined that the updates to the 2021 Code and the proposed Local Amendments attached hereto as Exhibit “A” would be beneficial to the City and therefore recommends adoption of the 2021 International Fuel Gas Code and Local Amendments; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) hereby deems it necessary to adopt the 2021 edition of the International Fuel Gas Code and its Local Amendments attached hereto to provide minimum standards to safeguard the health, property, and welfare of the citizens of Aubrey by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1. Incorporation of Premises.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments.

2.01. That Section 3.03.251, “Adoption” of Division 6, “Fuel Gass Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.251, “Adoption” of Division 6, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

“Sec. 3.03.251. Adoption. The City Council of the City of Aubrey, Texas (herein “City Council”) hereby adopts the 2021 edition of the International Fuel Gas Code, (“International Fuel Gas Code”), prescribing regulations for fuel gas systems and gas-fired appliances, published by the International Code Council, being particularly the 2021 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Aubrey. A copy of the 2021 International Fuel Gas Code is filed in the Office of the City Secretary.”

2.02. That Section 3.03.252, “Amendments” of Division 6, “Fuel Gas Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.252, “Local Amendments” of Division 6, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect: .

“Sec. 3.03.252. Local Amendments. The City Council has determined that additional Local Amendments s to the International Fuel Gas Code are necessary and appropriate to meet the unique needs of the City. To effectuate these local modifications, the City Council hereby amends the International Fuel Gas Code as provided in Exhibit “A”, incorporated herein and attached hereto for all purposes of this Ordinance.”

Section 3. Severability Clause.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force

and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Penalty Clause.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor punishable by a fine not exceeding Two Thousand Dollars (\$2,000.00). Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this Ordinance is committed, or continued, and upon conviction of any such violations such person, firm or corporation shall be punished within the limits above.

In addition to the fines referenced above, if a second fuel gas safety follow-up (re-inspection) is required because the violation was not corrected from the original or first follow-up inspections, then the fees established in the fee schedule in Appendix A of the City of Aubrey Code of Ordinances shall be charged.

Section 5. Savings; Repealer Clause.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 6. Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 7. Effective Date.

This Ordinance shall take effect from its passage and publication as required by Texas law and the City Charter.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the ____ day of _____, 2024.**

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY
APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A



Recommended Amendments to the 2021 International Fuel Gas Code North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the *2021 International Fuel Gas Code* are hereby amended as follows: Standard type is text from the IFGC. Underlined type is text inserted. ~~Lined through type is deleted text from IFGC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021 code.

****Section 101.2**

{Local amendments to Section 101.2 may be necessary to correspond with the State Plumbing Licensing Law.}

****Section 102.2; add an exception to read as follows:**

Exception: Existing dwelling units shall comply with Section 621.2.

(Reason: Previous code provisions made unvented heater provisions retroactive except as provided for in local amendment. This amendment and amendment to IFGC 621.2 better clarify what the code already states: existing systems may stay unless considered unsafe.)

*****Section 102.8; change to read as follows:**

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the National Electrical Code shall mean the Electrical Code as adopted.

(Reason: Legal wording to recognize locally adopted codes and amendments adopted with referenced codes.)

****Section 306.5; change to read as follows:**

[M] 306.5 Equipment and Appliances on Roofs or Elevated Structures. Where *equipment* requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an interior or exterior means of access shall be provided. Exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such access shall . . . *{bulk of section to read the same}* . . . on roofs having a slope greater than four units vertical in 12 units horizontal (33-percent slope). . . . *{remainder of text unchanged}*.

(Reason: To assure safe access to roof appliances. Consistent with IMC amendments.)

****Section 306.5.1; change to read as follows:**

[M] 306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater

and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

(Reason: To assure safe access to roof appliances. Consistent with IMC amendments.)

****Section 401.5; add a second paragraph to read as follows:**

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

(Reason: To protect homeowners and plumbers.)

****Section 404.12; change to read as follows:**

404.12 Minimum burial depth. Underground piping systems shall be installed a minimum depth of 42 18 inches (305 458 mm) top of pipe below grade, except as provided for in Section 404.12.1.

404.12.1 Delete in its entirety.

(Reason: To provide increased protection to piping systems and address reference number change.)

*****Section 406.4; change to read as follows:**

406.4 Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure. Spring type gauges do not meet the requirement of a calibrated gauge.

(Reason: To require the use of more accurate diaphragm gauges. Spring gauges do not provide accurate measurement below approximately 17 psig.)

*****Section 406.4.1; change to read as follows:**

406.4.1 Test pressure. The test pressure to be used shall be no less than ~~1 1/2 times the proposed maximum working pressure, but no less than 3~~ 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge, irrespective of design pressure. ~~Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 1/2"), a set hand, 1/10 pound incrementation and pressure range not to exceed 15 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 1/2"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 50 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds~~

200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

(Reason: To provide for lesser pressures to coordinate with the use of more accurate diaphragm gauges.)

****Section 409.1; add Section 409.1.4 to read as follows:**

409.1.4 Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

(Reason: To provide proper security to CSST valves. These standards were established in this region in 1999 when CSST was an emerging technology.)

****Section 410.1; add a second paragraph and exception to read as follows:**

Access to regulators shall comply with the requirements for access to appliances as specified in Section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

(Reason: To require adequate access to regulators.)

****Section 621.2; add exception as follows:**

621.2 Prohibited use. One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

Exception: Existing approved unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.

(Reason: Gives code official discretion.)

END

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 841-24**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 3 “BUILDING REGULATIONS”, ARTICLE 3.03 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, DIVISION 8 “EXISTING BUILDING CODE” TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE AND LOCAL AMENDMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the International Existing Building Code has been updated to provide for new standards and requirements in terms of performance and nationally accepted standards;

WHEREAS, the City is currently operating under the 2003 International Existing Building Code;

WHEREAS, Staff has reviewed the 2021 International Existing Building Code and has determined that the updates to the 2021 Code and the proposed Local Amendments attached hereto as Exhibit “A” would be beneficial to the City and therefore recommends adoption of the 2021 International Existing Building Code and Local Amendments; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) hereby deems it necessary to adopt the 2021 International Existing Building Code and its Local Amendments attached hereto to provide minimum standards to safeguard the health, property, and welfare of the citizens of Aubrey by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1. Incorporation of Premises.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments.

2.01. That Section 3.03.351, "Adoption" of Division 8, "Existing Building Code" of Article 3.03 "Technical and Construction Codes and Standards", of Chapter 3, "Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.351, "Adoption" of Division 8, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

"Sec. 3.03.351. Adoption. The City Council of the City of Aubrey, Texas (herein "City Council") hereby adopts the 2021 edition of the International Existing Building Code, ("International Existing Building Code"), prescribing minimum requirements for existing buildings, published by the International Code Council, being particularly the 2021 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Aubrey. A copy of the 2021 International Existing Building Code is filed in the Office of the City Secretary."

2.02. That Section 3.03.352, "Amendments" of Division 8, "Existing Building Code" of Article 3.03 "Technical and Construction Codes and Standards", of Chapter 3, "Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.352, "Local Amendments" of Division 8, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect: .

"Sec. 3.03.352. Local Amendments. The City Council has determined that additional Local Amendments s to the International Existing Building Code are necessary and appropriate to meet the unique needs of the City. To effectuate these local modifications, the City Council hereby amends the International Existing Building Code as provided in **Exhibit "A"** to Ordinance No.841-24, incorporated herein and attached hereto for all purposes of this Ordinance."

2.03. That Section 3.03.354, "Penalty" of Division 8, "Existing Building Code" of Article 3.03 "Technical and Construction Codes and Standards", of Chapter 3, "Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.354, "Penalty" of Division 8, Article 3, Chapter 3, of the Code of

Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

“Sec. 3.03.354. Penalty.

- (a) Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this division shall be guilty of a misdemeanor punishable by a fine not exceeding two thousand dollars (\$2,000.00). Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this division is committed, or continued, and upon conviction of any such violations such person, firm or corporation shall be punished within the limits above.
- (b) In addition to the fees mentioned above, if a second building fire safety follow-up (reinspection) is required because the violation has not been corrected from the original or first follow-up inspections, then the fees established in the fee schedule in appendix A to this code shall be charged.”

Section 3. Severability Clause.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

schedule in Appendix A of the City of Aubrey Code of Ordinances shall be charged.

Section 4. Savings; Repealer Clause.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that

purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 5. Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 6. Effective Date.

This Ordinance shall take effect from its passage and publication as required by Texas law and the City Charter.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the ____ day of ____, 2024.**

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A



Recommended Amendments to the 2021 International Existing Building Code North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the 2021 *International Existing Building Code* are hereby amended as follows: Standard type is text from the IEBC. Underlined type is text inserted. ~~Lined through type is deleted text from IEBC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2021 code.

****Section 102.4; change to read as follows:**

[A] 102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2. {No change to rest of section.}

(Reason: To not inadvertently adopt other codes (i.e., Wildland Urban Interface Code etc...) by reference.)

*****Section 110.2; delete number 11 as follows:**

~~11. Where an automatic sprinkler system is provided, and whether an automatic sprinkler system is required.~~

(Reason: This has not been historically required on C.O.'s creating inconsistency and is not easily implemented to modify C.O.'s, and is short sided in only identifying one fire protection system. Further, the system must be maintained whether voluntarily installed or not.)

*****Section 202; amend definition of Existing Building as follows:**

Existing Building - A building, structure, or space with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use, ~~erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued.~~

*****Section 202; amend definition of Existing Structure as follows:**

Existing Structure- A building, structure, or space, with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use, ~~erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued.~~

(Reason: To prevent potential abuses in new construction and shell buildings.)

*****Section 306.1; add exceptions to read as follows:**

Exceptions:

- 1. Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.**
- 2. If the cost of the project is less than \$50K, it must comply with ICC A117.1, or it shall be reviewed and inspected to the Texas Accessibility Standards by a Registered Accessibility Specialist.**

(Reason: To coordinate with the IBC and State Law for accessibility.)



***Section 306.2; add exception to read as follows:

Exception: Projects subject to the Texas Accessibility Standards as adopted by the Texas Department of Licensing and Regulation are exempt from this section. Projects with a valuation of less than \$50,000.00 (which are subject to the Texas Accessibility Standards) may be accepted as equivalent to this section where reviewed and inspected to the Texas Accessibility Standards by a Texas Department of Licensing and Regulation Registered Accessibility Specialist when a plan review report and a compliant inspection report are provided to the building code official.

(Reason: To coordinate with the IBC and State Law for accessibility.)

***Section 306.5.1; add to read as follows:

306.5.1 Complete change of occupancy. Where an entire building undergoes a *change of occupancy*, it shall comply with Section 305.4.1 and shall have all of the following accessible features:

1. Not fewer than one accessible building entrance.
2. Not fewer than one accessible route from an accessible building entrance to *primary function areas*.
3. Signage complying with Section 1111 of the *International Building Code*.
4. Accessible parking, where parking is being provided.
5. Not fewer than one accessible passenger loading zone, where loading zones are provided.
6. Not fewer than one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance.
7. At least one accessible family or assisted use toilet room shall be provided in accordance with Chapter 11 of the *International Building Code*.

Where it is *technically infeasible* to comply with the new construction standards for any of these requirements for a change of group or occupancy, Items 1 through 6 shall conform to the requirements to the maximum extent technically feasible.

Exception: The accessible features listed in Items 1 through 6 are not required for an accessible route to Type B units.

(Reason: Maintains legacy language from the 2018 IEBC to identify accessibility criteria for changes of occupancy, and adds the required accessible toilet for disabled occupants, as per previous 2018 IEBC amendments.)

**Section 401.3 Flood Hazard Areas; delete this section.

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

**Section 405.2.6 Flood Hazard Areas; delete this section.

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

**Section 406.1; add a code reference to read as follows:

406.1 Material. Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

(Reason: To ensure compliance with the NEC relative to any electrical repairs/replacement.)

**Section 502.3 Flood Hazard Areas; delete this section.

(Reason: Flood hazard ordinances may be administered by other departments within the city)

***Section 503.2 Flood hazard areas; delete this section.

North Central Texas Council of Governments
Amendments

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Approved July 2021
2021 International Existing Building Code



(Reason: Flood hazard ordinances may be administered by other departments within the city)

*****Section 503.16; add exception to read as follows:**

Exception: Compliance with the Texas Accessibility Standards is not considered equivalent compliance for the purpose of enforcement of this code section.

(Reason: TAS does not address this criteria in their evaluation, and it is justifiably required for alterations in existing buildings.)

****Section 504.1.2; change to read as follows:**

504.1.2 Existing fire escapes. Existing fire escapes shall continue to be accepted as a component in the means of egress in existing buildings only. Existing fire escapes shall be permitted to be repaired or replaced.

(Reason: To add clarity and help reduce confusion associated with the amendment preventing new fire escapes.)

****Section 504.1.3; delete this section:**

504.1.3 New fire escapes. ~~New fire escapes for existing buildings shall be permitted only where exterior stairways cannot be utilized due to lot lines limiting stairway size or due to the sidewalks, alleys, or roads at grade level. New fire escapes shall not incorporate ladders or access by windows.~~

(Reason: To generally require a higher level of egress protection and consistent with regional practice.)

****Section 507.3 Flood Hazard Areas; delete this section.**

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

****Section 701.3 Flood Hazard Areas; delete this section.**

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

*****Section 702.4; add exception 2 to read as follows:**

2. Operable windows with openings that are provided with window fall prevention devices that comply with ASTM F2090.

(Reason: Maintains legacy language of the 2018 IFC to identify fall prevention devices as acceptable alternate/exception.)

****Section 702.7; add a code reference to read as follows:**

702.7 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, *National Electrical Code*, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

(Reason: To provide a more complete list of potentially adopted codes.)



****Section 802.5.1; change to read as follows:**

802.5.1 Minimum requirement. Every portion of a floor, such as a balcony or a loading dock, open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps, and landings that is more than 30 inches (762 mm) above the floor or grade below and is not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

(Reason: To be consistent with Building Code requirements for guards and unsafe conditions.)

****Section 803.1; add sentence to read as follows:**

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

(Reason: The intent is to avoid work area protection that would result in partial sprinkler or fire alarm protection. Partial sprinkler protection not delineated by walls would be a clear violation of NFPA 13 and would not allow the sprinkler to perform or function as intended. Also, partial fire alarm coverage is a clear violation of the Fire Code, NFPA 72, and ADA.)

****Section 803.2.6; change exception to read as follows:**

Exception: Supervision is not required where the Fire Code does not require such for new construction, for the following:

- ~~1. Underground gate valve with roadway boxes.~~
- ~~2. Halogenated extinguishing systems.~~
- ~~3. Carbon dioxide extinguishing systems.~~
- ~~4. Dry- and wet-chemical extinguishing systems.~~
- ~~5. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic and automatic sprinkler systems and a separate shutoff valve for the automatic sprinkler system is not provided.~~

(Reason: The published exceptions are over-reaching and will result in inconsistencies among supervised protection systems and cause confusion for first responders as well.)

****Section 803.3; change section to read as follows:**

803.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements.
~~{Delete rest of Section 803.3.}~~

(Reason: The Fire Code already requires standpipes in these buildings (greater than 50 ft.) retroactively in Section 1103.6. This new section would negate/lessen those retroactive provisions already contained in the Fire Code.)

****Section 804.2; delete Exception #1 as follows:**

Exceptions: ~~1. Where the work area and the means of egress serving it complies with NFPA 101.~~
~~2. [Remain unchanged]~~

(Reason: NFPA 101 is not a commonly adopted code in the region and enforcement would be problematic, especially due to contradictions with the requirements of the IBC.)



****Section 804.4.1.2; change to read as follows:**

804.4.1.2 Fire Escapes required. For other than Group I-2, where more than one exit is required, an existing ~~or newly constructed~~ fire escape complying with section 805.3.1.2.1 shall be accepted as providing one of the required means of egress.

(Reason: Higher level of safety by not allowing new fire escapes and consistent with regional practice.)

****Section 804.4.1.2.1; change to read as follows:**

804.4.1.2.1 Fire Escape access and details - ...

1. [Remain unchanged]
2. Access to a ~~new~~ fire escape shall be through a door...
3. ~~Newly constructed fire escapes shall be permitted only where exterior stairways cannot be utilized because of lot lines limiting the stairway size or because of the sidewalks, alleys, or roads at grade level.~~
4. [Remain unchanged]
5. In all buildings of Group E occupancy up to and including the 12th grade, buildings of Group I occupancy, ~~rooming~~ boarding houses, and childcare centers, ladders of any type are prohibited on fire escapes used as a required means of egress.

(Reason: Higher level of safety by not allowing new fire escapes. Consistency with language and defined term in IBC.)

****Section 804.6.2 Transoms; add language to read as follows:**

804.6.2 Transoms. In all buildings of Group B, E, I-1, I-2, R-1 and R-2 occupancies, ...[Remainder unchanged]

(Reason: Transom windows were historically a common practice in school buildings and each jurisdiction should evaluate the impact on their stakeholders and their community with regards to this section.)

****Section 904.1; add sentence to read as follows:**

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

(Reason: The intent is to avoid work area protection that would result in partial sprinkler or fire alarm protection. Partial sprinkler protection not delineated by walls would be a clear violation of NFPA 13 and the Fire Code and would not allow the sprinkler system to perform or function as intended. Also, partial fire alarm coverage is a clear violation of the Fire Code, NFPA 72, and ADA.)

****Section 904.1.1; change to read as follows:**

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas ~~of where the high-rise buildings, has a sufficient municipal water supply for the design and installation of an automatic sprinkler system at the site.~~

(Reason: Level 3 alterations are affecting more than 50% of the existing high-rise building, and as such, sprinkler protection is more than justifiable, even when fire pumps, etc., are necessary. It is noted that the work area method is one of three different methods available to the designer/owner in the IEBC.)

*****Section 1011.2.1: change to read as follows:**

North Central Texas Council of Governments
Amendments

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Approved July 2021
2021 International Existing Building Code



1011.2.1 Fire sprinkler system. Where a change in occupancy classification occurs or where there is a *change of occupancy* within a space where there is a different fire protection system threshold requirement in Chapter 9 of the *International Building Code* that requires an automatic fire sprinkler system to be provided based on the new occupancy in accordance with Chapter 9 of the *International Building Code*. The installation of the automatic sprinkler system shall be required within the area of the *change of occupancy* and areas of the building not separated horizontally and vertically from the *change of occupancy* by one of the following:

1. ~~Nonrated permanent partition and horizontal assemblies.~~
2. ~~Fire partition.~~
3. ~~Smoke partition.~~
4. ~~Smoke barrier.~~
5. Fire barrier, as required by Section 707 of the IBC.
6. Fire wall, as required by Section 706 of the IBC.

Exceptions: [Remain unchanged.]

(Reason: Maintains legacy language requiring at least fire barrier separation between a newly sprinklered more hazardous 'change of occupancy' from non-sprinklered existing occupancies, as is required for fire area separation by the IBC.)

*****Section 1102.2.1; add to read as follows:**

1102.2.1 Fire Separations. Where fire separations are utilized to allow additions without exceeding the allowable area provisions of Chapter 5 of the IBC for either the existing building or the new addition, the decreased clear space where the two buildings adjoin shall be accounted for in such calculation relative to the allowable frontage increase.

(Reason: This issue of evaluating allowable area for additions is commonly miscalculated due to the above issue. This amendment provides clarification but is not more stringent than what is currently required by the Building Code as to allowable area calculations.)

****Section 1103.3 Flood Hazard Areas; delete this section.**

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

****Section 1201.4 Flood Hazard Areas; delete this section.**

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

****Section 1301.3.2; change to read as follows:**

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code. ~~and International Property Maintenance Code.~~

(Reason: NCTCOG does not currently recommend, nor review the IPMC for recommended amendments at this time.)

****Section 1301.3.3 Compliance with Flood Hazard Provisions; delete this section.**

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

****Section 1402.6 Flood Hazard Areas; delete this section.**



(Reason: Flood hazard ordinances may be administered by other departments within the city.)

***Section 1509; delete Section 1509.1 through 1509.5 and add Section 1509.1 to read as follows:

1509.1 When required. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. The water supply design and the timing of the water supply installation relative to building construction shall comply with the adopted Fire Code.

(Reason: Maintains legacy language for the water supply and ensures adequate water supply as required by the Fire Code for construction that is already well-established. The changes in the published 2021 IEBC drastically reduce the required water supply of the Fire Code without adequate or reasonable justification.)

END

**CITY OF AUBREY, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 3 “BUILDING REGULATIONS”, ARTICLE 3.03 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, DIVISION 5 “ENERGY CONSERVATION CODE” TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE AND LOCAL AMENDMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the International Energy Conservation Code has been updated to provide for new standards and requirements in terms of performance and nationally accepted standards;

WHEREAS, the City is currently operating under the 2018 International Energy Conservation Code;

WHEREAS, Staff has reviewed the 2021 International Energy Conservation Code and has determined that the updates to the 2021 Code and the proposed Local Amendments attached hereto as Exhibit “A” would be beneficial to the City and therefore recommends adoption of the 2021 International Energy Conservation Code and Local Amendments; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) hereby deems it necessary to adopt the 2021 edition of the International Energy Conservation Code and its Local Amendments attached hereto to provide minimum standards to safeguard the health, property, and welfare of the citizens of Aubrey by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1. Incorporation of Premises.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments.

2.01. That Section 3.03.201, “Adoption” of Division 5, “Energy Conservation Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.201, “Adoption” of Division 5, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

“Sec. 3.03.201. Adoption. The City Council of the City of Aubrey, Texas (herein “City Council”) hereby adopts the 2021 edition of the International Energy Conservation Code, (“International Energy Conservation Code”), establishing minimum requirements for energy-efficient buildings, published by the International Code Council, being particularly the 2021 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Aubrey. A copy of the 2021 International Energy Conservation Code is filed in the Office of the City Secretary.”

2.02. That Section 3.03.202, “Local Amendments” of Division 5, “Energy Conservation Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.202, “Local Amendments” of Division 5, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

“Sec. 3.03.202. Local Amendments. The City Council has determined that additional Local Amendments to the International Energy Conservation Code are necessary and appropriate to meet the unique needs of the City. To effectuate these local modifications, the City Council hereby amends the International Energy Conservation Code as provided in **Exhibit “A”**, incorporated herein and attached hereto for all purposes of this Ordinance.”

Section 3. Severability Clause.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly

provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Penalty Clause.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor punishable by a fine not exceeding Two Thousand Dollars (\$2,000.00). Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this Ordinance is committed, or continued, and upon conviction of any such violations such person, firm or corporation shall be punished within the limits above.

In addition to the fines referenced above, if a second energy conservation safety follow-up (re-inspection) is required because the violation was not corrected from the original or first follow-up inspections, then the fees established in the fee schedule in Appendix A of the City of Aubrey Code of Ordinances shall be charged.

Section 5. Savings; Repealer Clause.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 6. Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 7. Effective Date.

This Ordinance shall take effect from its passage and publication as required by Texas law and the City Charter.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the ____ day of _____, 2024.**

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A



**Recommended Amendments to the
2021 International Energy Conservation Code
And the energy provisions of the
2021 International Residential Code**
North Central Texas Council of Governments Region
(Climate Zone 2 & 3 of the IECC)

The following sections, paragraphs, and sentences of the *2021 International Energy Conservation Code* (IECC) are hereby amended as follows: Standard type is text from the IECC. Underlined type is text inserted. Lined through type is deleted text from IECC. A double (**) asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple (***) asterisk identifies a new or revised amendment with the 2021 code. Section numbers in parenthesis represent the corresponding numbers of the energy provisions of the 2021 *International Residential Code* for parallel amendments.

2021 IECC (Energy Provisions of the 2021 IRC)

*****Section 105.2 Required Inspections; Changed numbering and to read as follows:**

R105.2.1 Footing and foundation inspection.

Inspections associated with footings and foundations shall verify compliance with the code as to R-value, location, thickness, depth of burial and protection of insulation as required by the code and approved plans and specifications.

R105.2.2 Framing and Air Barrier rough-in inspection.

Inspections at framing and rough-in shall be made before application of interior finish insulation and shall verify compliance with the code as to: ~~types of insulation and corresponding R-values and their correct location and proper installation; fenestration properties such as U-factor and SHGC and proper installation;~~ air leakage controls as required by the code; and approved plans and specifications.

R105.2.3 Insulation and Fenestration rough-in inspection.

Inspections at framing and rough-in shall be made before application of interior finish and shall verify compliance with the code as to: types of insulation and corresponding R-values and their correct location and proper installation; fenestration properties such as U-factor and SHGC and proper installation.

R105.2.34 Plumbing rough-in inspection.

Inspections at plumbing rough-in shall verify compliance as required by the code and approved plans and specifications as to types of insulation and corresponding R-values and protection and required controls.

R105.2.45 Mechanical rough-in inspection.

Inspections at mechanical rough-in shall verify compliance as required by the code and approved plans and specifications as to installed HVAC equipment type and size, required controls, system insulation and corresponding R-value, system air leakage control, programmable thermostats, dampers, whole-house ventilation, and minimum fan efficiency.

Exception: Systems serving multiple dwelling units shall be inspected in accordance with Section C105.2.4.

R105.2.56 Final inspection.

The building shall have a final inspection and shall not be occupied until approved. The final inspection shall include verification of the installation of all required building systems, equipment and controls and their proper operation and the required number of high-efficacy lamps and fixtures.



****Section C102/R102 General; add Section C102.1.2 and R102.1.2 (N1101.4.1) to read as follows:**

C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

R102.1.2 (N1101.4.1) Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4.1.2 (N1102.4.1.2) and R403.3.3 (N1103.3.3) respectively.

(Reason: This amendment is added to allow alternative compliance in accordance with Texas HB 1365, 78th Legislature. Codified in Chapter 388 Texas Building Energy Performance Standards: §388.003(i). The last sentence to Section R102.1.2 (N1101.4.1) was added to ensure that every house is tested in accordance with the mandatory provisions of the code.)

Section R202 (N1101.6) Definitions; add the following definition:

****PROJECTION FACTOR.** The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

(Reason: The amendment to Section 402.3.2 (N1102.3.2) Glazed fenestration SHGC was proposed by the TAB. ESL determined the proposal to be not less restrictive than the 2015 IECC. This added definition is necessary as part of that amendment. The amendment will provide additional options for SHGC selection.)

Section R202 (N1101.6) Definitions; add the following definition:

****DYNAMIC GLAZING.** Any fenestration product that has the fully reversible ability to change its performance properties, including U-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

(Reason: This term is referenced in Section R402.3.2. This definition of DYNAMIC GLAZING is also found in the Commercial provisions of the code.)

*****Table 402.1.2 Maximum Assembly/Climate Zone items: amend table as follows.**

Climate Zone	Fenestration U-Factor ^f	Ceiling U-Factor
2	.40	0.26-0.29
3	0.30 0.32	0.26-0.29

*****Table 402.1.3 Insulation/Climate Zone items: amend table as follows.**



Climate Zone	Fenestration U-Factor ^{a,1}	Ceiling R-Value	Wood Frame Wall R-Value	Slab R-Value & Depth
2	.40	49-42	13 or 0 + 10	0
3	<u>0.30</u> 0.32	49-42	19 or 13+53ci, 0+15	<u>40ci, 2-ft 0</u>

(Reason: Amended table to meet current building techniques, market conditions and product availability. Amended to avoid conflict between North Texas termite zone and slab R value in code.)

*****Section C402.5.2 Dwelling and sleeping unit enclosure testing. Added the underlined to read as follows**

C402.5.2 Dwelling and sleeping unit enclosure testing. The building thermal envelope shall be tested in accordance with ASTM E779, ANSI/RESNET/ICC 380, ASTM E1827 or an equivalent method approved by the code official. The measured air leakage shall not exceed 0.30 cfm/ft² (1.5 Us m²) of the testing unit enclosure area at a pressure differential of 0.2 inch water gauge (50 Pa). Where multiple dwelling units or sleeping units or other occupiable conditioned spaces are contained within one building thermal envelope, each unit shall be considered an individual testing unit, and the building air leakage shall be the weighted average of all testing unit results, weighted by each testing unit's enclosure area. Units shall be tested separately with an unguarded blower door test as follows:

1. Where buildings have fewer than eight testing units, each testing unit shall be tested.
2. For buildings with eight or more testing units, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional two three units shall be tested, including a mixture of testing unit types and locations.

(Reason: For many multifamily (R2 classifications) projects, it is very costly and time consuming to test each dwelling unit for projects where there may be dozens of dwelling units in each building. Considering that the same tradesman generally constructs a building, it is reasonable to deem that construction practices are consistent and that if a reasonable sampling of units tested pass then all units would pass. These amendments are in line with RESNET sampling guidelines.)

*****Section R402.4.1 Building thermal envelope; add section R402.4.1.4 to read as follows**

R402.4.1.4 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R402.4.1.2 or R402.4.1.3, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

(Reason: For many multifamily (R2 classifications) projects, it is very costly and time consuming to test each dwelling unit for projects where there may be dozens of dwelling units in each building. Considering that the same tradesman generally constructs a building, it is reasonable to deem that construction practices are consistent and that if a reasonable sampling of units tested pass then all units would pass. These amendments are in line with the commercial provisions of the commercial 2021 IECC and RESNET sampling guidelines.)



*****Section R403.3 Ducts; add section R403.3.8 to read as follows**

R403.3.8 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R403.3.5, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that exceeds the maximum duct leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

(Reason: For many multifamily (R2 classifications) projects, it is very costly and time consuming to test each dwelling unit for projects where there may be dozens of dwelling units in each building. Considering that the same tradesman generally constructs a building, it is reasonable to deem that construction practices are consistent and that if a reasonable sampling of units tested pass then all units would pass. These amendments are in line with the commercial provisions of the commercial 2021 IECC and RESNET sampling guidelines.)

*****Section R403.6 Mechanical Ventilation; add section R403.6.4 to read as follows**

R403.6.4 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R403.6.3, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that does not meet the minimum ventilation rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

(Reason: For many multifamily (R2 classifications) projects, it is very costly and time consuming to test each dwelling unit for projects where there may be dozens of dwelling units in each building. Considering that the same tradesman generally constructs a building, it is reasonable to deem that construction practices are consistent and that if a reasonable sampling of units tested pass then all units would pass. These amendments are in line with the commercial provisions of the commercial 2021 IECC IECC and RESNET sampling guidelines.)

*****R405.2 Performance-based compliance. Added to underlined to read as follows.**

R405.2 Performance-based compliance. Compliance based on total building performance requires that a proposed design meets all of the following:

1. The requirements of the sections indicated within Table R405.2.
2. The building thermal envelope greater than or equal to levels of efficiency and solar heat gain coefficients in Table R402.1.1 or R402.1.3 of the 2009 *International Energy Conservation Code*.
3. An annual energy cost that is less than or equal to the annual energy cost of the 2021 standard reference design or 8% less than the annual energy cost of the 2018 standard reference design. Energy prices shall be taken from a source approved by the code official, such as the Department of Energy, Energy Information Administration's State Energy Data System Prices and Expenditures reports. Code officials shall be permitted to require time-of-use pricing in energy cost calculations.

Exception: The energy use based on source energy expressed in Btu or Btu per square foot of conditioned floor area shall be permitted to be substituted for the energy cost. The source energy multiplier for electricity shall be 3.16. The source energy multiplier for fuels other than electricity shall be 1.1.



(Reason: At the time of the approval of these recommended amendments, software to calculate and show compliance with section R405 of the 2021 IECC was not available. The underlined amendment allows an alternative option to show compliance until software is available.)

*****Section R401.2.5 Additional Energy efficiency; deleted in its entirety.**

(Reason: The deletion is based on the Complexity of the section and lack of tools to verify compliance and due to conflict with HB2439, 86th Regular Session)

*****Section R408 ADDITIONAL EFFICIENCY PACKAGE OPTIONS; deleted in its entirety.**

(Reason: The deletion is based on the omission of R401.2.5 and R408 no longer applies and due to conflict with HB2439, 86th Regular Session.)

***** Section R402.4.6 Electrical and Communication outlet boxes. Delete after the first sentence to read as follows.**

~~***R402.4.6 Electrical and communication outlet boxes (air-sealed boxes). Electrical and communication outlet boxes installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces. Electrical and communication outlet boxes shall be tested in accordance with NEMA OS 4, Requirements for Air-Sealed Boxes for Electrical and Communication Applications, and shall have an air leakage rate of not greater than 2.0 cubic feet per minute (0.944 L/s) at a pressure differential of 1.57 psf (75 Pa). Electrical and communication outlet boxes shall be marked "NEMA OS 4" or "OS 4" in accordance with NEMA OS 4. Electrical and communication outlet boxes shall be installed per the manufacturer's instructions and with any supplied components required to achieve compliance with NEMA OS 4.~~

(Reason: Allow for alternatives and Avoid requiring proprietaries products.)

*****Section R404.2 Interior Lighting Controls; deleted in its entirety.**

(Reason: The deletion is to eliminate confusion as the intent does not reflect what is written.)

****TABLE R406.4 (N1106.4) MAXIMUM ENERGY RATING INDEX; amend to read as follows:**

**TABLE R406.4 (N1106.4) ¹
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
2	52-63
3	52-63

¹ This table is effective until August 31, 2022.

**TABLE R406.4 (N1106.4) ²
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
2	52-59
3	52-59

² The table is effective from September 1, 2022 to August 31, 2025.

**TABLE R406.4 (N1106.4) ³
MAXIMUM ENERGY RATING INDEX**

North Central Texas Council of
Governments Amendments

5

Approved October 2021
2021 International Energy Conservation Code



CLIMATE ZONE	ENERGY RATING INDEX
2	52-57
3	52-57

³ The table is effective from September 1, 2025 to August 31, 2028.

TABLE R406.4 (N1106.4) ³
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	52-55
3	52-55

⁴ This table is effective on or after September 1, 2028.

(Reason: The tables reflect the values and timetable set forth in HB 3215, 87th Regular Session Codified in Chapter 388 Texas Building Energy Performance Standards: §388.003.)

NOTE : HB 3215 was signed into law by the Governor on June 14, 2021 as part of the 87th Regular Session Codified in Chapter 388 Texas Building Energy Performance Standards: §388.003 (i), (j), and (k). HB 3215 now allows a **Home Energy Rating System Index (ex. HERS Index)** utilizing ANSI/RESNET/ICC Standard 301 (as it existed on January 1, 2021) shall be considered in compliance with State law provided that:

- The home includes compliance with the Mandatory requirements of 2018 IECC Section R406.2.
- The home includes compliance with Building thermal envelope provisions of Table R402.1.2 or Table R402.1.4 of the 2018 IECC

END

CITY OF AUBREY, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 5 “FIRE PREVENTION AND PROTECTION”, ARTICLE 5.03 “FIRE CODE”, TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE AND LOCAL AMENDMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the International Fire Code has been updated to provide for new standards and requirements in terms of performance and nationally accepted standards;

WHEREAS, the City is currently operating under the 2018 International Fire Code;

WHEREAS, Staff has reviewed the 2021 International Fire Code and has determined that the updates to the 2021 Code and the proposed Local Amendments attached hereto as Exhibit “A” would be beneficial to the City and therefore recommends adoption of the 2021 International Fire Code and Local Amendments; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) hereby deems it necessary to adopt the 2021 International Fire Code and its Local Amendments attached hereto to provide minimum standards to safeguard the health, property, and welfare of the citizens of Aubrey by prescribing regulations governing conditions hazardous to life and property from fire and explosion within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1: Incorporation of Premises.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments.

2.01. That Section 5.03.001, "Adoption" of Article 5.03 "Fire Code", Chapter 5 "Fire Prevention and Protection" of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 5.03.001, "Adoption" of Article 5.03, Chapter 5, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

"Sec. 5.03.301. Adoption. The City Council of the City of Aubrey, Texas (herein "City Council") hereby adopts the 2021 edition of the International Fire Code, ("International Fire Code"), prescribing regulations governing conditions hazardous to life and property from fire and explosion, published by the International Fire Code institute, being particularly the 2021 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Aubrey. A copy of the 2021 International Fire Code is filed in the Office of the City Secretary."

2.02. That Section 5.03.302, "Amendments" of Article 5.03 "Fire Code", Chapter 5 "Fire Prevention and Protection" of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 5.03.002, "Local Amendments" of Article 5.03, Chapter 5, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

"Sec. 5.03.302. Local Amendments. The City Council has determined that additional Local Amendments to the International Existing Building Code are necessary and appropriate to meet the unique needs of the City. To effectuate these local modifications, the City Council hereby amends the International Existing Building Code as provided in **Exhibit "A"**, incorporated herein and attached hereto for all purposes of this Ordinance."

Section 3. Severability Clause.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Penalty Clause.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor punishable by a fine not exceeding Two Thousand Dollars (\$2,000.00). Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this Ordinance is committed, or continued, and upon conviction of any such violations such person, firm or corporation shall be punished within the limits above.

In addition to the fines referenced above, if a second building fire safety follow-up (re-inspection) is required because the violation was not corrected from the original or first follow-up inspections, then the fees established in the fee schedule in Appendix A of the City of Aubrey Code of Ordinances shall be charged.

Section 5. Savings; Repealer Clause.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 6. Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 7. Effective Date.

This Ordinance shall take effect from its passage and publication as required by Texas law and the City Charter.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the ____ day of _____, 2024.**

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A



Recommended Amendments to the 2021 International Fire Code North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the *2021 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. Underlined type is text inserted. ~~Lined through type is deleted text from IFC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2021 code.

Note: Historically, the North Central Texas Council of Governments (NCTCOG) has limited Chapter 1 amendments in order to allow each city to insert their local policies and procedures. We now have suggested certain items to be brought to the attention of cities considering adoption of the code that may be of concern to several jurisdictions. **It is still intended to be discretionary to each city to determine which Chapter 1 amendments to include.** Note that Appendices must be specifically adopted by Ordinance, and that Appendices B, D, and L are currently recommended for adoption via these Amendments. As per Page vii of the 2021 IFC under 'Adoption', note that several sections of this code require jurisdictional specificity as to dollar amounts, geographic limits, etc. and are not addressed in these amendments.

Explanation of Options A and B:

Please note that as there is a wide range in firefighting philosophies/capabilities of cities across the region, OPTIONS "A" and "B" are provided in the Fire and Building Code amendments. Jurisdictions should choose one of these based on their fire-fighting philosophies/capabilities when adopting code amendments.

****Section 102.1; change #3 to read as follows:**

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

(Reason: To clarify that there are other provisions in the fire code applicable to existing buildings that are not located in Chapter 11, including but not limited to Section 505 Premises Identification.)

*****Section 107.3; delete this section in its entirety:**

107.3 Permit valuations. ~~The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the fire code official, the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the fire code official. Final permit valuation shall be set by the fire code official.~~

(Different jurisdictions establish permit fee requirements in different ways, and the majority in this region do not utilize this methodology for establishing Fire Code-required permit fees, as well as have already established and adopted applicable permit fee requirements.)



****Section 202; amend and add definitions to read as follows:**

**** [B] DEFEND IN PLACE.** A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

(Reason: Added from International Building Code (IBC) definitions for consistency in interpretation of the subject requirements pertaining to such occupancies.)

****Option A**

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 12,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

****REPAIR GARAGE.** A building, structure or portion thereof used for servicing or repairing motor vehicles.

(Reason: To further clarify types of service work allowed in a repair garage, as well as to correspond with definition in the IBC.)

****SELF-SERVICE STORAGE FACILITY.** Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

(Reason: To provide a definition that does not exist in the code.)

****UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

(Reason: This is referenced in several places, but the wording of "upgraded or replaced" is somewhat ambiguous and open to interpretation. Defining it here allows for consistent application across the region.)



****Section 308.1.6.3; change to read as follows:**

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

(Reason: Eliminates the potential fire hazard presented by utilization of such devices and the potential accidental release of such devices.)

*****Section 405.5; change to read as follows:**

405.5 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. {No change.}
2. {No change.}
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

(Reason: This change clarifies who may require a fire or evacuation drill, and also allows for consideration/protection of students/occupants who may be severely negatively impacted by the nature of a fire alarm notification during a practice drill.)

****Section 503.3; change to read as follows:**

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING — FIRE LANE Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.~~

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

(Reason: Establishes a standard method of marking and reflects regional long-standing practices.)



Section 505.1; change to read as follows:

****Section 505.1; change to read as follows:**

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~4 inches (102 mm)~~ 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, ~~buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border.~~ Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 1/2 inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

(Reason: To increase the minimum addressing requirements for commercial properties and establish a minimum for single-family residential properties. Such improves legibility of these signs which are critical to emergency response in a more timely manner.)

*****Section 605.4 through 605.4.2.2 ; change to read as follows:**

605.4 Fuel oil storage systems. Fuel oil storage systems ~~for building heating systems~~ shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.2 through 605.4.2.8 ~~or~~ and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III combustible liquid shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying



with UL 80, UL 142 or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids.

2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

(Reason: Issues addressed by Chapter 57, such as venting to outside of buildings, remote fill to outside of building, overfill protection, physical protection, etc., are not included in Section 605.4, so compliance with Chapter 57 is also required. The Board removed the applicability to heating systems only from the charging statement based on this more prudent method of diesel storage for generators, boilers, fire pumps and other fuel-fired equipment inside buildings without requiring Group H occupancy classification – this is now established practice in the region as well.)

****Section 903.2; add paragraph to read as follows and delete the Exception for telecommunications buildings:**

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

(Reason: Firefighter and public safety. This amendment eliminates the shunt trip requirement of the International Building Code Section 3005.5 for the purpose of elevator passenger and firefighter safety. This amendment is contingent on the Building Code amendment eliminating the Exceptions to Section 3005.4, such that passive fire barriers for these areas are maintained. The exception deletion is due to the fact that such telecom areas pose an undue fire risk to the structural integrity of the building.)

*****Section 903.2.4.2; change to read as follows:**

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.

(Reason: To establish a sprinkler criteria limit based on existing maximum allowable quantities provided for flammable liquids in a non-sprinklered space from Chapter 50 and allow very small distillery type operations without sprinkler requirements as has been historically allowed.)

*****Section 903.2.9.3; change to read as follows:**

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903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

(Reason: To establish a sprinkler criteria limit based on existing maximum allowable quantities provided for flammable liquids in a non-sprinklered space from Chapter 50 and allow very small storage operations without sprinkler requirements as has been historically allowed.)

****Section 903.2.9.4 and 903.2.9.5; delete Exception to 903.2.9.4 and add Section 903.2.9.5 to read as follows:**

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

(Reason: Fire departments are unable to regularly inspect the interior of these commercial occupancies and are unaware of the contents being stored. Previous allowance to separate units by fire barriers is difficult to enforce maintenance after opening.)

****Option A**

Section 903.2.11; add 903.2.11.7 and 903.2.11.8, as follows:

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

(Reason: Provides jurisdictions options as to their desired level of sprinkler protection based on multiple factors including firefighting philosophies/capabilities.)

****Section 903.3.1.1.1; change to read as follows:**

903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}* ... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. ~~Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~



5. ~~Fire service access~~—Elevator machine rooms, ~~and~~ machinery spaces, ~~and~~ hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

(Reason: Gives more direction to code official. Exception 4 deleted to provide protection where fire risks are poorly addressed. Amendment 903.2 addresses Exception 5 above relative to the elimination of sprinkler protection in these areas to avoid the shunt trip requirement.)

*****Section 903.3.1.2; change to read as follows:**

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is ~~30~~ 35 feet (9144 10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is ~~30~~ 35 feet (9144 10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

(Reason: The change to the 2021 IFC over-reached to limit 13R systems to 30 ft. high at topmost floor level, which basically results in limiting 13R systems to 3 story buildings in reality. This change to 35 ft. would still allow 13R systems in 4 story apartment buildings, as has been allowed historically and as intended by 13R's scope.)

*****Section 903.3.1.2.2; change to read as follows:**

903.3.1.2.2 Corridors and balconies in the means of egress. Sprinkler protection shall be provided in all corridors and for all balconies. ~~in the means of egress where any of the following conditions apply:~~
{Delete the rest of this section.}

(Reason: Corridor protection is critical to the means of egress, and corridors are regularly utilized for miscellaneous storage, fixtures, artwork, food kiosks and beverage dispensers, and furnishings. Balcony protection is required due to issues with fire exposure via soffit vents and the potential for significant combustible loading.)

****Section 903.3.1.2.3; delete section and replace as follows:**

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4. Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall



comply with one of the following:

- 4.1. Provide automatic sprinkler system protection.
- 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
- 4.3. Construct the attic using noncombustible materials.
- 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
- 4.5. Fill the attic with noncombustible insulation.

(Reason: Attic protection is required due to issues with fire exposure via soffit vents, as well as firefighter safety. Several jurisdictions indicated experience with un-protected attic fires resulting in displacement of all building occupants. NFPA 13 provides for applicable attic sprinkler protection requirements, as well as exemptions to such, based on noncombustible construction, etc. Attached garages already require sprinklers via NFPA 13R – this amendment just re-emphasizes the requirement.)

****Section 903.3.1.3; change to read as follows:**

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(Reason: To allow the use of the Plumbing section of the International Residential Code (IRC) and recognize current state stipulations in this regard.)

****Section 903.3.1.4; add to read as follows:**

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(Reason: In the last few years, severe winters brought to light several issues with current practices for sprinklering attics, not the least of which was wet-pipe sprinklers in ventilated attics provided with space heaters, etc. for freeze protection of such piping. This practice is not acceptable for the protection of water-filled piping in a ventilated attic space as it does not provide a reliable means of maintaining the minimum 40 degrees required by NFPA, wastes energy, and presents a potential ignition source to the attic space. Listed antifreeze is specifically included because NFPA currently allows such even though there is no currently listed antifreeze at the time of development of these amendments. The intent of this amendment is to help reduce the large number of freeze breaks that have occurred in the past with water-



filled wet-pipe sprinkler systems in the future, most specifically in attic spaces.

****Section 905.3.9; add to read as follows:**

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

(Reason: Allows for the rapid deployment of hose lines to the body of the fire in larger structures.)

****Section 905.4; change Items 1, 3, and 5, and add Item 7 to read as follows:**

1. In every required ~~interior~~ exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
Exception: {No change.}
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {remainder of text unchanged}
4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

(Reason: Item 1, 3, and 5 amendments to remove 'interior' will help to clarify that such connections are required for all 'exit' stairways, to ensure firefighter capabilities are not diminished in these tall buildings, simply because the stair is on the exterior of the building. Item 5 reduces the amount of pressure required to facilitate testing, and provides backup protection for fire fighter safety. Item 7 allows for the rapid deployment of hose lines to the body of the fire.)

*****Section 906.1(1); delete Exception 3 as follows:**

~~3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants, fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of~~



the following:

- ~~3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~
- ~~3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved by the extinguisher manufacturer or the fire code official for vehicular use.~~
- ~~3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.~~
- ~~3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~
- ~~3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.~~

(Reason: This provision of only having vehicle-mounted fire extinguishers is not at all consistent with historical practice of requiring extinguishers throughout based on travel distance. Often times, the vehicle is what has caused the incident and/or may be the source of the incident, so having the extinguisher vehicle-mounted results in greater potential injury of the user. This assumes the only occupants in the building are on a vehicle, which again, significantly reduces access to fire extinguishers throughout the building to other occupants. Future use of the building/tenancy may change further complicating the issue.)

****Section 907.1.4; add to read as follows:**

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

(Reason: Provides for the ability of descriptive identification of alarms, and reduces need for panel replacement in the future. Change of terminology allows for reference back to definitions of NFPA 72.)

****Section 907.2.1; change to read as follows:**

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the having an~~ occupant load ~~due to the assembly occupancy is of~~ 300 or more persons, or where the Group A occupant load is more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.



(Reason: Increases the requirement to be consistent with Group B requirement. Also addresses issue found in Group A occupancies of reduced lighting levels and other A/V equipment that distracts from fire alarm notification devices or reduces ability of fire alarm system to notify occupants of the emergency condition.)

****Section 907.2.3; change to read as follows:**

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}
- 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

(Reason: To distinguish educational from day care occupancy minimum protection requirements. Further, to define threshold at which portable buildings are considered a separate building for the purposes of alarm systems. Exceptions provide consistency with State law concerning such occupancies.)

*****Section 907.2.10; change to read as follows:**

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies three stories or greater in height for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

(Reason: Because of the potential unknown fire load and hazards in self-storage type facilities, which could include flammable liquids for instance, as well as other hazardous materials, prompt evacuation in the event of fire alarm is needed; therefore, notification in the corridors/common areas is critical to all such occupancies, regardless of height.)

****Section 907.2.13, Exception #3; change to read as follows:**

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.



(Reason: To indicate that enclosed areas within open air seating type occupancies are not exempted from automatic fire alarm system requirements.)

****Section 907.6.1.1; add to read as follows:**

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

(Reason: To provide uniformity in system specifications and guidance to design engineers. Improves reliability of fire alarm devices and systems.)

****Section 910.2.3; add to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

(Reason: Maintains a fire protection device utilized in such occupancies where it is sometimes necessary to allow chemicals to burn out, rather than extinguish. This is based on legacy language establishing long-standing historical practice.)

****Section 910.4.3.1; change to read as follows:**

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual~~ or automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

(Reason: Makeup air has been required to be automatic for several years now in this region when



mechanical smoke exhaust systems are proposed. This allows such systems to be activated from the smoke control panel by first responders without having to physically go around the exterior of the building opening doors manually. Such requires a significant number of first responders on scene to conduct this operation and significantly delays activation and/or capability of the smoke exhaust system.)

****Section 913.2.1; add second paragraph and exception to read as follows:**

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

(Reason: This requirement allows fire fighters safer access to the fire pump room. The requirement allows access without being required to enter the building and locate the fire pump room interior access door during a fire event. The exception recognizes that this will not always be a feasible design scenario for some buildings, and as such, provides an acceptable alternative to protect the pathway to the fire pump room.)

****Section 1009.8; add Exception #7 to read as follows:**

Exceptions:

1. through 6. {No change.}
7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

(Reason: To accommodate buildings regulated under Texas State Law and to be consistent with amendments in Chapter 11.)

****Section 1103.3; add sentence to end of paragraph as follows:**

Provide emergency signage as required by Section 604.4.

(Reason: This signage to avoid elevators in a fire emergency is critical to life safety justifying the retroactive requirement.)



****Section 1103.5.6; add to read as follows:**

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

(Reason: Consistent with amendment to IFC 2404, and long-standing regional requirement to protect this hazardous operation.)

****Section 3103.3.1; delete this section in its entirety**

(Reason: This section requires a fire sprinkler system to be installed in temporary tents and membrane structures, which is not a reasonable or enforceable requirement for a temporary use. A fire watch or fire alarm system is a more advisable approach for such occupancies that are only temporary in nature.)

****Section 5601.1.3; change to read as follows:**

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

****Section 6104.2; add Exception 2. to read as follows:**

Exceptions:

1. *{existing text unchanged}*
2. Except as permitted in Sections 308 and 6104.3.3, LP-gas containers are not permitted in residential areas.

(Reason: To provide a consistent and reasonable means of regulating the use LP-Gas containers. Reduces the hazard presented by such containers when natural gas is already available. References regional amendment to IFC 6104.3.3. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

END

**CITY OF AUBREY, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 3 “BUILDING REGULATIONS”, ARTICLE 3.03 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, DIVISION 2 “BUILDING CODE” TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE AND LOCAL AMENDMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey (“City”) is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the International Building Code has been updated to provide for new standards and requirements in terms of performance and nationally accepted standards;

WHEREAS, the City is currently operating under the 2018 International Building Code;

WHEREAS, Staff has reviewed the 2021 International Building Code and has determined that the updates to the 2021 Code and the proposed Local Amendments attached hereto as Exhibit “A” would be beneficial to the City and therefore recommends adoption of the 2021 International Building Code and Local Amendments; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) hereby deems it necessary to adopt the 2021 edition of the International Building Code and its Local Amendments attached hereto to provide minimum standards to safeguard the health, property, and welfare of the citizens of Aubrey by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1. Incorporation of Premises.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments.

2.01. That Section 3.03.051, “Adoption” of Division 2, “Building Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.051, “Adoption” of Division 2, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

“Sec. 3.03.051. Adoption. The City Council hereby adopts the 2021 edition of the International Building Code, (“International Building Code”), establishing minimum requirements for building systems, published by the International Code Council, being particularly the 2021 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Aubrey. A copy of the 2021 International Building Code is filed in the Office of the City Secretary.”

2.02. That Section 3.03.052, “Local Amendments” of Division 2, “Building Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.052, “Local Amendments” of Division 2, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

“Sec. 3.03.052. Local Amendments. The City Council has determined that additional Local Amendments to the International Building Code are necessary and appropriate to meet the unique needs of the City. To effectuate these local modifications, the City Council hereby amends the International Building Code as provided in **Exhibit “A”**, incorporated herein and attached hereto for all purposes of this Ordinance.”

Section 3. Severability Clause.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this

Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Penalty Clause.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor punishable by a fine not exceeding Two Thousand Dollars (\$2,000.00). Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this Ordinance is committed, or continued, and upon conviction of any such violations such person, firm or corporation shall be punished within the limits above.

In addition to the fines referenced above, if a second building safety follow-up (re-inspection) is required because the violation was not corrected from the original or first follow-up inspections, then the fees established in the fee schedule in Appendix A of the City of Aubrey Code of Ordinances shall be charged.

Section 5. Savings; Repealer Clause.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 6. Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 7. Effective Date.

This Ordinance shall take effect from its passage and publication as required by Texas law and the City Charter.

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the _____ day of _____, 2024.

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY
APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A



Recommended Amendments to the 2021 International Building Code North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the 2021 *International Building Code* are hereby amended as follows: Standard type is text from the IBC. Underlined type is text inserted. ~~Lined through type is deleted text from IBC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2021 code.

Explanation of Options A and B:

Please note that as there is a wide range in fire fighting philosophies / capabilities of cities across the region, OPTION "A" and OPTION "B" are provided in the Fire and Building Code amendments. Jurisdictions should choose one or the other based on their fire fighting philosophies / capabilities when adopting code amendments.

****Section 101.4; change to read as follows:**

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

(Reason: Legal wording to recognize locally adopted codes and amendments adopted with referenced codes. The former ICC Electrical Code is now Appendix-K Chapter 27 of this code but no longer called by that name.)

****Section 101.4.8; add the following:**

101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

(Reason: This was dropped when ICC quit publishing the ICC Electrical Code, but the Electrical Code still should be referenced regardless of how it is adopted.)

****Sections 103 and 103.1; amend to insert the Department Name**

CODE COMPLIANCE AGENCY City of Aubrey Development Services Department

103.1 Creation of enforcement agency. The Development Services Department is hereby created and the official in charge thereof shall be known as the *building official*.

[Remainder Unchanged]

(Reason: Reminder to be sure ordinance reads the same as designated by the city and amend Section 101.1.)



****Section [A] 104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas.** *(Jurisdictions may consider the option to amend or delete depending on local enforcement and flood hazard ordinances.)*

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

****Section 104.10.1; Flood hazard areas.** *(Jurisdictions may consider the option to amend or delete depending on local enforcement and flood hazard ordinances.)*

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

(Note: Sections 104.2.1, 104.10.1, 110.3.12.1, 1612, and 3114 are all inter-connected related to flood hazard areas, and amendments or deletions should be considered as a whole.)

****Section 105.2 Work exempt from permit; under sub-title entitled "Building" delete items 1, 2, 10 and 11 and re-number as follows:**

Building:

- ~~1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).~~
- ~~2. Fences not over 7 feet (1829 mm) high.~~
- ~~3. 1. (Remainder Unchanged)~~
- ~~4. 2. (Remainder Unchanged)~~
- ~~5. 3. (Remainder Unchanged)~~
- ~~6. 4. (Remainder Unchanged)~~
- ~~7. 5. (Remainder Unchanged)~~
- ~~8. 6. (Remainder Unchanged)~~
- ~~9. 7. (Remainder Unchanged)~~
- ~~10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~
- ~~14. 8. (Remainder Unchanged)~~
- ~~12. 9. (Remainder Unchanged)~~
- ~~13. 10. (Remainder Unchanged)~~

(Reason: Items deleted are for one- and two-family dwellings regulated by the International Residential Code. Accessory structures, fences and shade cloth structures would require a permit for commercial properties to ensure compliance with local ordinance, egress, accessibility, flame spread of fabric, wind/snow design load, etc.)

****Section 109; add Section 109.7 to read as follows:**

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:



1. The inspection called for is not ready when the inspector arrives;
2. No building address or permit card is clearly posted;
3. City approved plans are not on the job site available to the inspector;
4. The building is locked or work otherwise not available for inspection when called;
5. The job site is red-tagged twice for the same item;
6. The original red tag has been removed from the job site.
7. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

(Reason: This fee is not a fine or penalty but is designed to compensate for time and trips when inspections are called for when not ready.)

*****Section 110.3.5; Lath, gypsum board and gypsum panel product inspection; Delete exception***

Exception - Gypsum board and gypsum panel products that are not part of a fire resistance rated assembly or a shear assembly.

(Reason: Lath or gypsum board inspections are not typically performed in this area. Deleting the exception would then require all gypsum panels to be inspected; this issue is resolved by leaving the exception intact.)

*****Section 202; add definition of Assisting Living Facilities to read as follows.***

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

(Reason: The code references Assisted Living facilities and definition was deleted.)

*****Section 202; add-amend definition of "Repair Garage" as follows:***

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles.

(Reason: The code references aligns with fire code.)

*****Section 202; amend definition of SPECIAL INSPECTOR to read as follows:***

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and approved by the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.



(Reason: The registered design professional in responsible charge should be included.)

****Section 303.1.3; add a sentence to read as follows:**

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapters 10 and 11.

(Reason: To clarify that egress and accessibility requirements are applicable for assembly areas, i.e. cafeteria, auditoriums, etc.)

****Section 304.1; add the following to the list of occupancies:**

Fire stations
Police stations with detention facilities for 5 or less

(Reason: Consistent with regional practice dating back to the legacy codes.)

****Section 307.1.1; add the following sentence to Exception 4:**

4. Cleaning establishments... *{Text unchanged}* ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

(Reason: To call attention to detailed requirements in the Fire Code.)

****Section 403.1, Exception 3; change to read as follows:**

3. The open-air portion of a building *[remainder unchanged]*

(Reason: To clarify enclosed portions are not exempt.)

****Section 403.3, Automatic Sprinkler System. Delete exception;**

(Reason: To provide adequate fire protection to enclosed areas.)

****Section 403.3.2; change to read as follows:**

[F] 403.3.2 Water supply to required fire pumps. In buildings that are more than ~~420~~ 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.



Exception: {No change to exception.}

(Reason: The 2009 edition of the IFC added this requirement based on a need for redundancy of the water supply similar to the redundancy of the power supply to the fire pumps required for such tall buildings, partially due to the fact that these buildings are rarely fully evacuated in a fire event. More commonly, the alarm activates on the floor of the event, the floor above and the floor below. Back-up power to the fire pump becomes critical for this reason. Certainly, the power is pointless if the water supply is impaired for any reason, so a similar requirement is provided here for redundant water supplies. The 2015 edition changed the requirement to only apply to very tall buildings over 420 ft. This amendment modifies/lowers the requirement to 120 ft., based on this same height requirement for fire service access elevators. Again, the language from the 2009 and 2012 editions of the code applied to any high-rise building. This compromise at 120 ft. is based on the above technical justification of defend-in-place scenarios in fire incidents in such tall structures.)

*****Section 403.3.2; change to read as follows:**

Section 404.10 Exit Stairways in an atrium. Where an atrium contains an interior exit access stairway all the following shall be met:

[Remainder Unchanged]

(Reason: The five provisions within Section 404.10 are applicable to exit access stairways, not interior exit stairways. As printed, this is an error, that if left uncorrected, would change among other core code provisions, how to measure travel distance to an enclosed exit stairway. There is use of the terms "exit stairway in an atrium" vs. "interior exit stairway" vs. "exit access stairway" that will cause confusion as to which provisions are applicable.)

****Section 406.3.3.1 Carport separation; add sentence to read as follows:**

A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

(Reason: Simplifies the fire separation distance and eliminates the need to obtain opening information on existing buildings when adding carports in existing apartment complexes. Consistent with legacy codes in effect in region for years and no record of problems with car fires spreading to apartments as a result.)

*****Section 423.5.1; change to read as follows:**

423.5.1 Required occupant capacity. The required occupant capacity of the storm shelter shall include all of the buildings on the site and shall be the ~~greater of the following:~~

- ~~1.The~~ Total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.
- ~~2.The occupant load of the largest indoor assembly space that is associated with the Group E occupancy.~~

Exceptions:



1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on the site, the storm shelter shall at a minimum accommodate the required occupant capacity for the new building.
2. Where approved by the building official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the site.
3. Where approved by the building official, the actual number of occupants for whom each occupied space, floor or building is designed, although less than those determined by occupant load calculation, shall be permitted to be used in the determination of the required design occupant capacity for the storm shelter.

Reason: The language in the new exception is parallel to the language in Chapter 10 that gives an AHJ similar authority for fire egress occupant load, clarifying that an AHJ has the authority to reduce the required shelter occupant capacity based on rationale provided by a School District.)

*****Section 503.1.; add sentence to read as follows:**

503.1. General. [Existing Text to remain]

Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height, and stories, for the lesser type of construction or be separated by fire walls, except as allowed in Section 510.

(Reason: To create definite language that requires separation between dissimilar building types.)

****Table 506.2; delete footnote i from table**

~~i. The maximum allowable area for a single-story non-sprinklered Group U greenhouse is permitted to be 9000 square feet or the allowable area shall be permitted to comply with Table C102.1 of Appendix C.~~

(Reason: To eliminate the need for Appendix C adoption and remain consistent with 6000 sq. ft. sprinklering provision.)

****Section 506.3.1; add sentence to read as follows:**

506.3.1 Minimum percentage of perimeter. [Existing Text remains]

In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot-wide pathway meeting fire department access from the street or approved fire lane shall be provided.

(Reason: To define what is considered accessible. Consistent with regional amendment to IFC 503.1.1)

*****Section 708.4.2; change sentence to read as follows:**

708.4.2 Fireblocks and draftstops in combustible construction. [Body of text unchanged]

Exceptions:

1. Buildings equipped with an automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the fire partition and the underside of the floor or roof sheathing, deck or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as



permitted for sprinkler omission shall not apply to this exception for draftstopping.
[Remainder unchanged]

Reason: The most common exception used to eliminate the need for sprinklers in concealed spaces of combustible construction is to fill the space with noncombustible insulation. This exception was changed in 2010 to permit a 2-inch air gap at the top of the filled space. A space compliant with the permitted omission above would allow hot gas and smoke to spread unimpeded throughout a building not provided with draftstopping. For this reason, omission of sprinklers permitted in accordance with NFPA 13 referenced standard should not be permitted with IBC exception requiring draftstopping in combustible construction.

****Section 718.3; change sentence to read as follows:**

718.3 Draftstopping in floors. [Body of text unchanged]

Exceptions: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. and provided that in combustible construction, sprinkler protection is provided in the floor space.

(Reason: To remain consistent with changes in 708.4.2 IBC code.)

****Section 718.4; change sentence to read as follows:**

718.4 Draftstopping in attics. [Body of text unchanged]

Exceptions: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and provided that in combustible construction, sprinkler protection is provided in the attic space.

(Reason: To remain consistent with changes in 708.4.2 IBC code.)

****Section 903.2; add paragraph to read as follows and delete the exception for telecommunications buildings:**

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be

provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

(Reason: Firefighter and public safety. This amendment eliminates the shunt trip requirement of the International Building Code Section 3005.5 for the purpose of elevator passenger and firefighter safety.



This amendment is contingent on the Building Code amendment eliminating the Exceptions to Section 3005.4, such that passive fire barriers for these areas are maintained. The exception deletion is due to the fact that such telecom areas pose an undue fire risk to the structural integrity of the building.)

*****Section 903.2.4.2; change to read as follows:**

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.

(Reason: To establish a sprinkler criteria limit based on existing maximum allowable quantities provided for flammable liquids in a non-sprinklered space from Chapter 50 and allow very small distillery type operations without sprinkler requirements as has been historically allowed.)

*****Section 903.2.9.3; change to read as follows:**

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

(Reason: To establish a sprinkler criteria limit based on existing maximum allowable quantities provided for flammable liquids in a non-sprinklered space from Chapter 50 and allow very small storage operations without sprinkler requirements as has been historically allowed.)

****Section 903.2.9.4 and 903.2.9.5; delete Exception to 903.2.9.4 and add Section 903.2.9.5 to read as follows:**

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

(Reason: Fire departments are unable to regularly inspect the interior of these commercial occupancies and are unaware of the contents being stored. Previous allowance to separate units by fire barriers is difficult to enforce maintenance after opening.)

****Option A**
Section 903.2.11; add 903.2.11.7 and 903.2.11.8, as follows:

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

****Section 903.3.1.1.1; change to read as follows:**



903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ~~...{text unchanged}...~~ because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. ~~In rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
5. Fire service access-Elevator machine rooms, and machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

(Reason: Gives clarification. Exception 4 deleted to provide protection where fire risks are poorly addressed. Amendment 903.2 addresses Exception 5 above relative to the elimination of sprinkler protection in these areas to avoid the shunt trip requirement.)

*****Section 903.3.1.2; change to read as follows:**

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is 30 35 feet (9444 10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is 30 35 feet (9444 10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

(Reason: The change to the 2021 IFC over-reached to limit 13R systems to 30 ft. high at topmost floor level, which basically results in limiting 13R systems to 3 story buildings in reality. This change to 35 ft. would still allow 13R systems in 4 story apartment buildings, as has been allowed historically and as intended by 13R's scope.)

*****Section 903.3.1.2.2; change to read as follows:**

903.3.1.2.2 Corridors and balconies ~~in the means of egress~~. Sprinkler protection shall be provided in all corridors and for all balconies. ~~in the means of egress where any of the following conditions apply:~~
{Delete the rest of this section.}

(Reason: Corridor protection is critical to the means of egress, and corridors are regularly utilized for miscellaneous storage, fixtures, artwork, food kiosks and beverage dispensers, and furnishings. Balcony protection is required due to issues with fire exposure via soffit vents and the potential for significant combustible loading.)

****Section 903.3.1.2.3; delete section and replace as follows:**



Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.
 - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 4.5. Fill the attic with noncombustible insulation.

(Reason: Attic protection is required due to issues with fire exposure via soffit vents, as well as firefighter safety. Several jurisdictions indicated experience with un-protected attic fires resulting in displacement of all building occupants. NFPA 13 provides for applicable attic sprinkler protection requirements, as well as exemptions to such, based on noncombustible construction, etc. Attached garages already require sprinklers via NFPA 13R – this amendment just re-emphasizes the requirement.)

****Section 903.3.1.3; change to read as follows:**

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(Reason: To allow the use of the Plumbing section of the International Residential Code (IRC) and recognize current state stipulations in this regard.)

****Section 903.3.1.4; add to read as follows:**

[F] 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.



903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(Reason: In the last few years, severe winters brought to light several issues with current practices for sprinklering attics, not the least of which was wet-pipe sprinklers in ventilated attics provided with space heaters, etc. for freeze protection of such piping. This practice is not acceptable for the protection of water-filled piping in a ventilated attic space as it does not provide a reliable means of maintaining the minimum 40 degrees required by NFPA, wastes energy, and presents a potential ignition source to the attic space. Listed antifreeze is specifically included because NFPA currently allows such even though there is no currently listed antifreeze at the time of development of these amendments. The intent of this amendment is to help reduce the large number of freeze breaks that have occurred in the past with water-filled wet-pipe sprinkler systems in the future, most specifically in attic spaces.)

****Section 905.2; change to read as follows:**

905.2 Installation Standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

(Reason: To define manual dry standpipe supervision requirements. Helps ensure the integrity of the standpipe system via supervision, such that open hose valves will result in a supervisory low air alarm.)

*****Section 905.3; add Section 905.3.9 and exception to read as follows:**

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

(Reason: Allows for the rapid deployment of hose lines to the body of the fire in larger structures.)

****Section 905.4; change Items 1, 3, and 5, and add Item 7 to read as follows:**

1. In every required interior-exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
Exception: {No change.}
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a {remainder of text unchanged}
4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an interior exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as



otherwise approved by the fire code official.

(Reason: Item 1, 3, and 5 amendments to remove 'interior' will help to clarify that such connections are required for all 'exit' stairways, to ensure firefighter capabilities are not diminished in these tall buildings, simply because the stair is on the exterior of the building. Item 5 reduces the amount of pressure required to facilitate testing and provides backup protection for fire fighter safety. Item 7 allows for the rapid deployment of hose lines to the body of the fire.)

*****Section 906.1(1); delete Exception #3 as follows:**

3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants, fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:

- 3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.
- 3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved by the extinguisher manufacturer or the fire code official for vehicular use.
- 3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.
- 3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.
- 3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.

(Reason: This provision of only having vehicle-mounted fire extinguishers is not at all consistent with historical practice of requiring extinguishers throughout based on travel distance. Often times, the vehicle is what has caused the incident and/or may be the source of the incident, so having the extinguisher vehicle-mounted results in greater potential injury of the user. This assumes the only occupants in the building are on a vehicle, which again, significantly reduces access to fire extinguishers throughout the building to other occupants. Future use of the building/tenancy may change further complicating the issue.)

****Section 907.1; add Section 907.1.4 to read as follows:**

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

(Reason: Provides for the ability of descriptive identification of alarms and reduces need for panel replacement in the future. Updated wording to match the language of the new requirement at 907.5.2.3. Change of terminology allows for reference back to definitions of NFPA 72.)

****Section 907.2.1; change to read as follows:**

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies where the having an occupant load due to the assembly occupancy is of 300 or more persons, or where the Group A occupant load is more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.



Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

(Reason: Increases the requirement to be consistent with Group B requirement. Also addresses issue found in Group A occupancies of reduced lighting levels and other A/V equipment that distracts from fire alarm notification devices or reduces ability of fire alarm system to notify occupants of the emergency condition.)

****Section 907.2.3; change to read as follows:**

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}
- 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}

(Reason: To distinguish educational from day care occupancy minimum protection requirements. Further, to define threshold at which portable buildings are considered a separate building for the purposes of alarm systems. Exceptions provide consistency with State law concerning such occupancies.)

*****Section 907.2.10; change to read as follows:**

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies ~~three stories or greater in height~~ for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

(Reason: Because of the potential unknown fire load and hazards in self-storage type facilities, which could include flammable liquids for instance, as well as other hazardous materials, prompt evacuation in the event of fire alarm is needed; therefore, notification in the corridors/common areas is critical to all such occupancies, regardless of height.

****Section 907.2.13, Exception 3; change to read as follows:**

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

(Reason: To indicate that enclosed areas within open air seating type occupancies are not exempted from automatic fire alarm system requirements.)



****Section 907.6.1; add Section 907.6.1.1 to read as follows:**

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

(Reason: To provide uniformity in system specifications and guidance to design engineers. Improves reliability of fire alarm devices and systems.)

****Section 910.2.3; add to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

(Reason: Maintains a fire protection device utilized in such occupancies where it is sometimes necessary to allow chemicals to burn out, rather than extinguish. This is based on legacy language establishing long-standing historical practice.)

****Section 910.4.3.1; change to read as follows:**



910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be manual or automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

(Reason: Makeup air has been required to be automatic for several years now in this region when mechanical smoke exhaust systems are proposed. This allows such systems to be activated from the smoke control panel by first responders without having to physically go around the exterior of the building opening doors manually. Such requires a significant number of first responders on scene to conduct this operation and significantly delays activation and/or capability of the smoke exhaust system.)

*****Section 913.2.1; add Section 913.2.1.1 and exception to read as follows:**

913.2.1.1 Fire Pump Room Access. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by IFC Section 506.1.

(Reason: This requirement allows fire fighters safer access to the fire pump room. The requirement allows access without being required to enter the building and locate the fire pump room interior access door during a fire event. The exception recognizes that this will not always be a feasible design scenario for some buildings, and as such, provides an acceptable alternative to protect the pathway to the fire pump room.)

****Section 1009.8 Two Way Communication; add the following Exception 7:**

[Text Remains]

Exceptions:

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

(Reason: To accommodate buildings regulated under Texas State Law and to be consistent with amendments in Chapter 11.)

****Section 1101.1 Scope; add exception to Section 1101.1 as follows:**

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

(Reason: To accommodate buildings regulated under state law. Further clarified in 2018 to mean components that are specifically addressed by TDLR shall be exempt.)

*****Section 1809.5.1 Frost Protection at required exits; delete this section**



(Reason: frost protection at exit doors is not needed in our climate zone)

***Section 2702.5; added to read as follows:

Section 2702.5 Designated Critical Operations Areas (DCOA): In areas within a facility or site requiring continuous operation for the purpose of public safety, emergency management, national security or business continuity, the power systems shall comply with NFPA 70 Article 708.

(Reason: Identifying these areas of critical operations in the building code ensures designers are advised of the requirements outlined in the National Electrical Code which defines specific Critical Operations Power System (COPS) requirements.)

**Section 2901.1; add a sentence to read as follows:

[P] 2901.1 Scope. {existing text to remain} The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official shall determine which provision applies.

(Reason: Gives building official discretion.)

**Section 2902.1; add a second paragraph to read as follows:

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

(Reason: To allow flexibility for designer to consider specific occupancy needs.)

**Table 2902.1; add footnote g to read as follows:

g. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

(Reason: To allow flexibility for designer to consider specific occupancy needs.)

**Add Section 2902.1.4 to read as follows:

2902.1.4 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

2902.1.4.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

2902.1.4.2 Service sink. In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor



cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the <Jurisdiction's> health department.

(Reason: Coordinates Health law requirements with code language for consistent regional practice.)

****Section 3002.1 Hoistway Enclosure Protection required. Add exceptions as follows:**

Exceptions:

1. Elevators completely located within atriums shall not require hoistway enclosure protection.
2. Elevators in open or enclosed parking garages that serve only the parking garage, shall not require hoistway enclosure protection.

(Reason: Provides specific Code recognition that elevators within atriums and within parking garages do not require hoistway enclosure protection. Amendment needed since specific Code language does not currently exist.)

*****Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces; Delete exceptions and add two new exceptions to as follows:**

Exceptions:

1. Elevator machine rooms, control rooms, machinery spaces and control spaces completely located within atriums shall not require enclosure protection.
2. Elevator machine rooms, control rooms, machinery spaces and control spaces in open or enclosed parking garages that serve only the parking garage, shall not require enclosure protection.

(Reason: This amendment eliminates the Exceptions to Section 3005.4 such that passive enclosures for these areas are to be provided and maintained. The fire rating of these enclosures is permitted to be omitted by the above added exceptions where allowed by other provisions of the code such as in atriums and parking structures. See companion change to eliminate fire sprinklers to eliminate the need for shunt trip system.)

*****Section 3005.5: Add a new subsection to Section 3005.5.1 as follows:**

3005.5.1 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

3005.5.1.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.5.1.1.1.

3005.5.1.1.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoistways.



3005.5.1.1.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

3005.5.1.2 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

3005.5.1.3 Omission of Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

(Reason: Firefighter and public safety. This amendment eliminates the shunt trip requirement of the International Building Code Section 3005.5 for the purpose of elevator passenger and firefighter safety. The new section above is intended to be identical to Sections 3007.2, 3007.3, and 3007.4 for Fire Service Access Elevators and Sections 3008.2, 3008.3 and 3008.4 for Occupant Evacuation Elevators.)

****Section 3005.8; add Section 3005.8 as follows:**

3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed."

(Reason: Reinforces the need to maintain space clean and free of combustibles. See companion change to eliminate fire sprinklers therein, Section 3005.5.1.)

Option A

Section 3006.2, Hoistway opening protection required; Insert new text as follows:

5. The building is a high rise and the elevator hoistway is more than 75 feet (22 860 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway."

Option B

Section 3006.2, Hoistway opening protection required; Revise text as follows:

5. The building is a high rise and the elevator hoistway is more than ~~75 feet (22 860 mm)~~ 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway."



(Reason: 2018 IBC text does not address hoistways that are greater than 75'-0" in height that are both below grade and above grade but not located above the high-rise classification nor does the IBC address hoistways wholly located above grade such as those that serve sky lobbies".)

****Section 3007.3 and Section 3008.3: Revise text by deleting "enclosed" as follows:**

3007.3 Water Protection. Water from the operation of an automatic sprinkler system outside the ~~enclosed~~ lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

3008.3 Water Protection. Water from the operation of an automatic sprinkler system outside the ~~enclosed~~-lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

(Reason: The lobbies for FSAE and or OEE elevators may be open (i.e., at ground level), or may not require a lobby enclosure on those upper floors with secondary cab entry doors opening into a nonrequired FSAE or OEE lobby. Regardless of whether or not the lobby is enclosed, the objective is to preclude fire sprinkler water from entering into the hoistway serving FSAE and OEE elevators. The deletion of "enclosed" clarifies the original intent of this provision and is consistent with ICC interpretations.)

End

**CITY OF AUBREY, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 3 “BUILDING REGULATIONS”, ARTICLE 3.03 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, DIVISION 4 “MECHANICAL CODE” TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL MECHANICAL CODE AND LOCAL AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the International Mechanical Code has been updated to provide for new standards and requirements in terms of performance and nationally accepted standards;

WHEREAS, the City is currently operating under the 2018 International Mechanical Code;

WHEREAS, Staff has reviewed the 2021 Mechanical Plumbing Code and has determined that the updates to the 2021 Code and the proposed Local Amendments attached hereto as Exhibit “A” would be beneficial to the City and therefore recommends adoption of the 2021 International Mechanical Code and Local Amendments; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) hereby deems it necessary to adopt the 2021 edition of the International Mechanical Code and its Local Amendments, attached hereto, to provide minimum standards to safeguard the health, property, and welfare of the citizens of Aubrey by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1. Incorporation of Premises.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments.

2.01. That Section 3.03.151, “Adoption” of Division 4, “Mechanical Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.151, “Adoption” of Division 4, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

Sec. 3.03.151. Adoption. The City Council of the City of Aubrey, Texas (herein “City Council”) hereby adopts the 2021 edition of the International Mechanical Code, (“International Mechanical Code”), establishing minimum requirements for mechanical systems, published by the International Code Council, being particularly the 2021 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Aubrey. A copy of the 2021 International Mechanical Code is filed in the Office of the City Secretary.”

2.02. That Section 3.03.152, “Local Amendments” of Division 4, “Mechanical Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.301, “Local Amendments” of Division 4, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect: .

“Sec. 3.03.152. Local Amendments. The City Council has determined that additional Local Amendments to the International Mechanical Code are necessary and appropriate to meet the unique needs of the City. To effectuate these local modifications, the City Council hereby amends the International Mechanical Code as provided in **Exhibit “A”**, incorporated herein and attached hereto for all purposes of this Ordinance.”

Section 3. Severability Clause.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this

Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Penalty Clause.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor punishable by a fine not exceeding Two Thousand Dollars (\$2,000.00). Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this Ordinance is committed, or continued, and upon conviction of any such violations such person, firm or corporation shall be punished within the limits above.

In addition to the fines referenced above, if a second mechanical safety follow-up (re-inspection) is required because the violation was not corrected from the original or first follow-up inspections, then the fees established in the fee schedule in Appendix A of the City of Aubrey Code of Ordinances shall be charged.

Section 5. Savings; Repealer Clause.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 6. Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 7. Effective Date.

This Ordinance shall take effect from its passage and publication as required by Texas law and the City Charter.

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the ____ day of _____, 2024.

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY
APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A



Recommended Amendments to the 2021 International Mechanical Code North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the 2021 *International Mechanical Code* (IMC) are hereby amended as follows: Standard type is text from the IMC. Underlined type is text inserted. ~~Lined through type is deleted text from the IMC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment of the 2021 edition of the code.

Note: Historically the North Central Texas Council of Governments (NCTCOG) has limited Chapter 1 amendments in order to allow each city to insert their local policies and procedures. We now have suggested certain items to be brought to the attention of cities considering adoption of the code that may be of concern to several jurisdictions. **It is still intended to be discretionary to each city to determine which Chapter 1 amendments to include.**

***Section 102.8; change to read as follows:

102.8 Referenced Codes and Standards. The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the National Electrical Code as adopted.

(Reason: Legal wording to recognize locally adopted codes and amendments adopted with referenced codes.)

**Section 306.5; change to read as follows:

306.5 Equipment and Appliances on Roofs or Elevated Structures. Where *equipment* requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an interior or exterior means of access shall be provided. Exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such access shall . . . *{bulk of section to read the same}* . . . on roofs having a slope greater than four units vertical in 12 units horizontal (33-percent slope). . . . *{remainder of text unchanged}*.

(Reason: To assure access to roof appliances and provide options to not extend exterior ladders to grade. Consistent with IFGC amendments.)

**Section 306.5.1; change to read as follows:

306.5.1 Sloped Roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of three units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less

than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*...{remainder of text unchanged}.

(Reason: To assure safe access to roof appliances. Consistent with IFGC amendments.)

****Section 501.3; add an exception to read as follows:**

501.3 Exhaust Discharge. The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.

Exceptions:

1. Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.
2. Commercial cooking recirculating systems.
3. Where installed in accordance with the manufacturer's instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.
4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

(Reason: Provide a reasonable alternative in areas where a large volume of outside air is present.)

END

**CITY OF AUBREY, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 3 “BUILDING REGULATIONS”, ARTICLE 3.03 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, DIVISION 7 “PLUMBING” TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL PLUMBING CODE AND LOCAL AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the International Plumbing Code has been updated to provide for new standards and requirements in terms of performance and nationally accepted standards;

WHEREAS, the City is currently operating under the 2018 International Plumbing Code;

WHEREAS, Staff has reviewed the 2021 International Plumbing Code and has determined that the updates to the 2021 Code and the proposed Local Amendments attached hereto as Exhibit “A” would be beneficial to the City and therefore recommends adoption of the 2021 International Plumbing Code and Local Amendments; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) hereby deems it necessary to adopt the 2021 edition of the International Plumbing Code and its Local Amendments attached hereto to provide minimum standards to safeguard the health, property, and welfare of the citizens of Aubrey by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1. Incorporation of Premises.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments.

2.01. That Section 3.03.301, "Adoption" of Division 7, "Plumbing Code" of Article 3.03 "Technical and Construction Codes and Standards", of Chapter 3, "Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.301, "Adoption" of Division 7, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect: .

"Sec. 3.03.301. Adoption. The City Council of the City of Aubrey, Texas (herein "City Council") hereby adopts the 2021 edition of the International Plumbing Code, ("International Plumbing Code"), prescribing regulations governing the design and installation of plumbing systems, published by the International Code Council, being particularly the 2021 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Aubrey. A copy of the 2021 International Plumbing Code is filed in the Office of the City Secretary."

2.02. That Section 3.03.302, "Local Amendments" of Division 7, "Plumbing Code" of Article 3.03 "Technical and Construction Codes and Standards", of Chapter 3, "Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.302, "Local Amendments" of Division 7, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

"Sec. 3.03.302. Local Amendments. The City Council has determined that additional Local Amendments to the International Plumbing Code are necessary and appropriate to meet the unique needs of the City. To effectuate these local modifications, the City Council hereby amends the International Plumbing Code as provided in Exhibit "A", incorporated herein and attached hereto for all purposes of this Ordinance."

Section 3. Severability Clause.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force

and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Penalty Clause.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor punishable by a fine not exceeding Two Thousand Dollars (\$2,000.00). Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this Ordinance is committed, or continued, and upon conviction of any such violations such person, firm or corporation shall be punished within the limits above.

In addition to the fines referenced above, if a second plumbing safety follow-up (re-inspection) is required because the violation was not corrected from the original or first follow-up inspections, then the fees established in the fee schedule in Appendix A of the City of Aubrey Code of Ordinances shall be charged.

Section 5. Savings; Repealer Clause.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 6. Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 7. Effective Date.

This Ordinance shall take effect from its passage and publication as required by Texas law and the City Charter.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the ____ day of _____, 2024.**

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A



Recommended Amendments to the 2021 International Plumbing Code North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the *2021 International Plumbing Code* are hereby amended as follows: Standard type is text from the IPC. Underlined type is text inserted. ~~Lined through type is deleted text from the IPC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021 edition of the code.

Note: Historically NCTCOG has limited Chapter 1 amendments in order to allow each city to insert their local policies and procedures. We now have suggested certain items to be brought to the attention of cities considering adoption of the code that may be of concern to several jurisdictions. **It is still intended to be discretionary to each city to determine which Chapter 1 amendments to include.**

*****Table of Contents, Chapter 7, Section 713; change to read as follows:**

714-713 Engineered Computerized Drainage Design 69-7-12

(Reason: Editorial change to make compatible with amendment to Section 714.1.)

*****Section 102.8; change to read as follows:**

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the National Electrical Code as adopted.

(Reason: Legal wording to recognize locally adopted codes and amendments adopted with referenced codes.)

*****Section 305; change to read as follows:**

305.1 Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material plastic. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

(Reason: Allows for other materials to be accepted.)

****Section 305.4.1; changed to read as follows:**

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of [number] inches (mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

(Reason: Provides sewer depth that is common in this region. Deleted reference to private sewage disposal because a private sewage disposal code is not typically adopted in this region.)

*****Section 306.2.4; added to read as follows:**

*****306.2.4 Plastic sewer and DWV piping installation.** Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

(Reason: To follow manufacturer backfill requirements and to be clear to Inspectors out in the field.)

****Section 413.4; change to read as follows:**

413.4 Required location for floor drains ~~Public laundries and central washing facilities.~~ Floor drains shall be installed in the following areas:

1. In public laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.
2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the Code Official may accept floor sinks.
3. Public restrooms.

(Reason: To make more compatible with local health code practices.)

****Section 608.17.5; change to read as follows:**

608.17.5 Connections to lawn irrigation systems.

The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principal backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principal backflow preventer.

(Reason: To recognize regional practices.)

Section 703.6; Delete

(Reason: not a standard practice in this region)

****Section 704.5; added to read as follows:**

704.5 Single stack fittings. Single stack fittings with internal baffle, PVC schedule 40 or cast-iron single stack shall be designed by a registered engineer and comply to a national recognized standard.

(Reason: to allow owners, installers, inspectors, and design professionals to readily identify product markers to determine they meet all required standards.)

*****Section 712.4.3; add Section 712.4.3 to read as follows:**

712.4.3 Dual Pump System. All sumps shall be automatically discharged and, when in any "public use" occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

(Reason: To address dual pump system. To provide reference for storm drainage systems.)

****Section 713, 713.1; change to read as follows:**

SECTION 713
ENGINEERED COMPUTERIZED DRAINAGE DESIGN

713.1 Design of drainage system. The sizing, design and layout of the drainage system shall be permitted to be designed by a registered engineer using approved computer design methods.

(Reason: Code was too restrictive.)

*****Section 903.1.1; change to read as follows:**

~~903.1 Roof extension~~ 903.1.1 Roof extension unprotected. Open vent pipes that extend through a roof shall terminate not less than six (6) inches (152 mm) above the roof. ~~Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.~~

(Reason: To provide regional guideline on standard installation method for this area and address reference number correction.)

****Section 1109; delete this section.**

*****Section 1202.1; delete Exceptions 1 and 2.**

(Reason: State law already specifies that Med Gas systems must comply with NFPA 99.)

END

**CITY OF AUBREY, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 3 “BUILDING REGULATIONS”, ARTICLE 3.03 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, DIVISION 9 “ELECTRICAL CODE” TO ADOPT THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE AND LOCAL AMENDMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the National Electrical Code has been updated to provide for new standards and requirements in terms of performance and nationally accepted standards;

WHEREAS, the City is currently operating under the 2020 National Electric Code;

WHEREAS, Staff has reviewed the 2023 National Electric Code and has determined that the updates to the 2023 Code and the proposed Local Amendments attached hereto as Exhibit “A” would be beneficial to the City and therefore recommends adoption of the 2023 National Electric Code and Local Amendments; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) hereby deems it necessary to adopt the 2023 edition of the National Electric Code and its Local Amendments attached hereto to provide minimum standards to safeguard the health, property, and welfare of the citizens of Aubrey by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1. Incorporation of Premises.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments.

2.01. That Section 3.03.401, “Adoption” of Division 9, “Electrical Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.401, “Adoption” of Division 9, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

“Sec. 3.03.401. Adoption. The City Council of the City of Aubrey, Texas (herein “City Council”) hereby adopts the 2023 edition of the National Electrical Code, (“National Electrical Code”), establishing minimum requirements for energy-efficient buildings, published by the National Fire Protection Association, being particularly the 2023 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Aubrey. A copy of the 2023 National Electrical Code is filed in the Office of the City Secretary.”

2.02 That Section 3.03.402, “Local Amendments” of Division 9, “Plumbing Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.402, “Local Amendments” of Division 9, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

“Sec. 3.03.402. Local Amendments. The City Council has determined that additional Local Amendments to the National Electrical Code are necessary and appropriate to meet the unique needs of the City. To effectuate these local modifications, the City Council hereby amends the National Electrical Code as provided in **Exhibit “A”**, incorporated herein and attached hereto for all purposes of this Ordinance.”

Section 3. Severability Clause.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Penalty Clause.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor punishable by a fine not exceeding Two Thousand Dollars (\$2,000.00). Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this Ordinance is committed, or continued, and upon conviction of any such violations such person, firm or corporation shall be punished within the limits above.

In addition to the fines referenced above, if a second energy conservation safety follow-up (re-inspection) is required because the violation was not corrected from the original or first follow-up inspections, then the fees established in the fee schedule in Appendix A of the City of Aubrey Code of Ordinances shall be charged.

Section 5. Savings; Repealer Clause.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 6. Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 7. Effective Date.

This Ordinance shall take effect from its passage and publication as required by Texas law and the City Charter.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the ____ day of _____, 2024.**

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY
APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A



Recommended Amendments to the 2023 National Electrical Code North Central Texas Council of Governments

The following articles, paragraphs, and sentences of the *2023 National Electrical Code (NEC)* are hereby amended as follows: Standard type is text from the NEC. Highlighted with gray shading is text inserted. Lined through type is deleted text from NEC. A double asterisk (**) at the beginning of an article identifies an amendment carried over from the 2020 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2023 code.

***Article 100; add the following to definitions:

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ

(REASON FOR CHANGE: To better define the qualifications for engineering supervision. This term is used twenty-nine times in the 2023 National Electrical Code.)

**Article 110.2; change the following to read as follows:

110.2 Approval. The conductors and equipment required or permitted by this Code shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the International Code Council International Accreditation Service AC354 or ANSI National Accreditation Board programs and approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third-party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the ICC IAS AC354 or ANAB programs and approved by the AHJ
~~Manufacturer's self-certification of any equipment shall not be used as a basis for approval by the AHJ.~~

Informational Note No. 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of *Approved*, *Identified*, *Labeled*, and *Listed*.

Informational Note No. 2: Manufacturer's self-certification of equipment may not necessarily comply with U.S. product safety standards as certified by an NRTL.

Informational Note No. 3: National Fire Protection Association (NFPA) 790 and 791 provide an example of an approved method for qualifying a third-party inspection agency.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval of unlisted equipment.)

***Article 110.12 B; add the following to:

(B) Integrity of Electrical Equipment and Connections.

Internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, shall not be damaged or contaminated by foreign materials such as paint, plaster, cleaners, abrasives, corrosive residues or influences, fire, products of combustion, or water. There shall be no damaged parts that may adversely affect safe operation or mechanical strength of the equipment such as parts that are broken; bent, cut; or deteriorated by corrosion, chemical action, or overheating. Except where prohibited elsewhere in this Code, equipment shall be specifically evaluated by its manufacturer or a qualified testing laboratory prior to being returned to service.

(REASON FOR CHANGE: To better define a Plan of Action for equipment that is compromised prior to restoring to service)

**Article 210.8 A 1 Bathrooms Exception; change the following to read as follows:

(A) Dwelling Units.

All 125-volt through 250-volt receptacles installed in the following locations and supplied by single-phase branch circuits rated 150 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel:

(1) Bathrooms

Exception No. 4: *Factory-installed receptacles that are not readily accessible and are mounted internally to bathroom exhaust fan assemblies shall not require GFCI protection unless required by the installation instructions or listing.*

(REASON FOR CHANGE: to cover all locations that exhaust fans could be installed)

****Article 210.52 C 1 Countertop and Work Surfaces Exception; change the following to read as follows:**

C) Countertops and Work Surfaces.

In kitchens, pantries, breakfast rooms, dining rooms, and similar areas of dwelling units, receptacle outlets for countertop and work surfaces that are 300 mm (12 in.) or wider shall be installed in accordance with 210.52(C)(1) through (C)(3) and shall not be considered as the receptacle outlets required by 210.52(A).

For the purposes of this section, where using multioutlet assemblies, each 300 mm (12 in.) of multioutlet assembly containing two or more receptacles installed in individual or continuous lengths shall be considered to be one receptacle outlet.

(1) Wall Spaces.

Receptacle outlets shall be installed so that no point along the wall line is more than 600 mm (24 in.) measured horizontally from a receptacle outlet in that space. The location of the receptacles shall be in accordance with 210.52(C)(3).

Exception No. 1: Receptacle outlets shall not be required directly behind a range, counter-mounted cooking unit, or sink in the installation described in Figure 210.52(C)(1).

Exception No. 2: Where a required receptacle outlet cannot be installed in the wall areas shown in Figure 210.52(C)(1), the receptacle outlet shall be permitted to be installed as close as practicable to the countertop area to be served. The total number of receptacle outlets serving the countertop shall not be less than the number needed to satisfy 210.52(C)(1). These outlets shall be located in accordance with 210.52(C)(3).

(REASON FOR CHANGE: Elimination of receptacles in an area with a concept window wall configuration over the countertop is not the only option as there are devices available for a compliant installation)

****Article 210.52 C 2 Island and Peninsular Countertops and Work Surfaces: Change the following to read as follows:**

Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with 210.52(C)(3). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, provisions shall be provided at the island or

peninsula for a chapter 3 wiring method shall be installed and supplied from a Small Appliance Branch Circuit to a Listed Outlet Box in the Peninsular or Island Cabinet at an Accessible Location, for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface.

(REASON FOR CHANGE: to clarify what the provisions are for positive options for enforcement and approval)

****Article 210.63 B 1 Equipment Requiring Servicing.; change the following to read as follows:**

(B) Other Electrical Equipment.

In other than one- and two-family dwellings, a receptacle outlet shall be located as specified in 210.63(B)(1) and (B)(2).

(1) Indoor Service Equipment.

The required receptacle outlet shall be located within the same room or area as the service equipment.

(2) Indoor Equipment Requiring Dedicated Equipment Spaces.

Where equipment, other than service equipment, requires dedicated equipment space as specified in 110.26(E), the required receptacle outlet shall be located within the same room or area as the electrical equipment and shall not be connected to the load side of the equipment's disconnecting means.

(REASON FOR CHANGE: to clarify that this is not any practical method for enforcement)

***** New Article 220.7 Load Calculation; add the following:**

A load calculation shall be provided upon request when modifications to the electrical installation occur.

(REASON FOR CHANGE: to provide sufficient information as to the adequacy of existing conditions for the modifications proposed and substantiating the capacity of Power Production Systems used for Optional Standby/ Backup Use)

*****Article 230.85 C Emergency Disconnects: Change the following to read as follows:**

For one- and two-family dwelling units, an emergency disconnecting means shall be installed.

(C) Replacement.

North Central Texas Council of Governments
2023 NEC Regional Amendments
NCTCOG Executive Board approval: August 2023

4

Where service equipment is replaced, all of the requirements of this section shall apply.

Exception: Where a pre-existing installation is Code Compliant with 230.70 A, only meter sockets, service entrance conductors, or related raceways and fittings are replaced, the requirements of this section shall not apply.

(REASON FOR CHANGE: to clarify that there are pre-existing that were approved but were not Code Compliant and when modified shall comply with Code)

*****Article 408.4 Descriptions ~~Field Identification~~ Required: Change the following to read as follows**

(A) Circuit Directory or Circuit Description.

Every circuit and circuit modification shall be provided with a legible and permanent description that complies with all of the following conditions as applicable:

- (1) Located at each switch or circuit breaker in a switchboard or switchgear
- (2) Included in a circuit directory that is located on the face of, inside of, or in an approved location adjacent and permanently affixed to the panel door in the case of a panelboard
- (3) Clear, evident, and specific to the purpose or use of each circuit including spare positions with an unused overcurrent device
- (4) Described with a degree of detail and clarity that is unlikely to result in confusion between circuits
- (5) Not dependent on transient conditions of occupancy
- (6) Clear in explaining abbreviations and symbols when used

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval)

****Article 410.118: Change the following to read as follows**

410.118 Access to other boxes.

Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

Exception: removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval. This will allow access to boxes not integral with the luminaire. This measurement aligns with the limited access above a lay-in ceiling measurement in 110.26(A)(4).

****Article 422.31 B: Change the following to read as follows**

422.31 B Appliances Rated over 300 Volt-Amperes

(B) Appliances Rated over 300 Volt-Amperes. For permanently connected appliances rated over 300 volt-amperes, the branch-circuit switch or circuit breaker shall be permitted to serve as the disconnecting means where the switch or circuit breaker is within sight from and is readily accessible to the appliance it serves or is capable of being locked in the open position in accordance with 110.25 and is readily accessible to the appliance it serves.

Informational Note No. 1: For appliances employing unit switches, see 422.34.

Informational Note No 2: The following means of access are considered to constitute readily accessible for this code change when conforming to the additional access requirements of the I Codes:

- (1) A permanent stair.
- (2) A pull-down stair with a minimum 300 lb. (136 kg) capacity.
- (3) An access door from an upper floor level.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval)

*****Article 500.8 (A) (3); change to read as follows:**

500.8 Equipment.

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. Suitability of identified equipment shall be determined by one of the following:

- (1) Equipment listing or labeling;
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation; or,
- (3) By Special Permission Only, Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation *accompanied by* or an owner's engineering judgment an engineering judgment signed and sealed Under Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

(REASON FOR CHANGE: It was revised to reflect new language and rearrangement of that section)

*****Article 505.7 and 505.7 (A); change to read as follows:**

505.7 Special Precaution.

~~Article 505~~ This article requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care ~~with regard~~ to regarding the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: ~~Low ambient conditions require special consideration.~~ Electrical equipment ~~depending~~ that is dependent on the protection ~~techniques described~~ technique permitted by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. ~~However,~~ Low ambient conditions require special consideration. At low ambient temperatures, flammable concentrations of vapors ~~may~~ might not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

- (A) Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed ~~By Special Permission Only,~~ under Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

- (B) GO TO TBPE LAW FOR THE DEFINITION OF AN ENGINEER
<https://pels.texas.gov/>

(REASON FOR CHANGE: Carryover from previous amendment with change to better define the qualifications for an engineering judgement. Code revision language included.)

****Article 695.6 A 1: Change the following to read as follows:**

695.6 (A) Supply Conductors.

(1) Services and On-Site Power Production Facilities.

Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance with 230.6, 230.9, and Parts III and IV of Article 230. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with 230.6(1) or (2).

~~Exception: The supply conductors within the fire pump room shall not be required to meet 230.6 (1) or (2).~~

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval. All Fire Pump rooms are not Fire Rated as on all 4 sides. There are Fault Currents that could exceed 150,000-190,000 amps and protection of these Service Conductors is essential and conflict with other codes, specifically 230.70(A)(1).)

*****Article 690.9 D: Change the following to read as follows:**

690.9(D) Transformers. Overcurrent protection for power transformers shall be installed in accordance with 705.30(F).

~~Exception: A power transformer with a current rating on the side connected toward the interactive inverter output, not less than the rated continuous output current of the inverter, shall be permitted without overcurrent protection from the inverter.~~

(REASON FOR CHANGE: is that this removes the requirements for 240.21(C) for transformer secondaries when the inverters 125% output is smaller than the transformers rating.)

*****Article 705.8 System Installation: Change the following to read as follows:**

705.8 System Installation. Installation of one or more electrical power production sources operating in parallel with a primary source(s) of electricity shall be performed only by qualified persons. During the installation there shall be on site one of the following:

(1) A person holding a Master Electrician License issued by the Texas Department of Licensing and Regulation.

(2) A person holding a Journeyman Electrician License issued by the Texas Department of Licensing and Regulation.

~~(3) A person holding a Residential Wireman License issued by the Texas Department of Licensing and Regulation. Additionally this person must have formal training in interconnected electric power production sources. This training must be approved by the AHJ.~~

(REASON FOR CHANGE: These are specialized systems as evidenced by the Code, which contain installation requirements from chapter 6, Special Equipment and chapter 7 Special Conditions)

705.80 Power Source Capacity.

For interconnected power production sources that operate in island mode, capacity shall be calculated using the sum of all power source output maximum currents for the connected power production source. Solar photovoltaic (PV) and wind systems shall not be included in the sum capacity.

(REASON FOR CHANGE: to keep unreliable production sources out of the calculation as 705 creates conflicts with all standby systems.)

*****Article 710.15 A: Change the following to read as follows**

710.15 General

710.15(A) Supply Output.

~~Power supply to premises wiring systems fed by stand-alone or isolated microgrid power sources shall be permitted to have less capacity than the calculated load. The capacity of the sum of all sources of the stand-alone supply shall be equal to or greater than the load posed by the largest single utilization equipment connected to the system. Calculated general lighting loads shall not be considered as a single load have adequate capacity to meet the calculated load in accordance with Article 220.~~

~~Informational Note: For general-use loads the system capacity can be calculated using the sum of the capacity of the firm sources, such as generators and ESS inverters. For specialty loads intended to be powered directly from a variable source, the capacity can be calculated using the sum of the variable sources, such as PV or wind inverters, or the combined capacity of both firm and variable sources.~~

(REASON FOR CHANGE: The Scope of the Article has been clarified and the amendment is no longer necessary.)

END

**CITY OF AUBREY, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 3 “BUILDING REGULATIONS”, ARTICLE 3.03 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, DIVISION 3 “RESIDENTIAL CODE” TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE AND LOCAL AMENDMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the International Residential Code has been updated to provide for new standards and requirements in terms of performance and nationally accepted standards;

WHEREAS, the City is currently operating under the 2018 International Residential Code;

WHEREAS, Staff has reviewed the 2021 International Residential Code and has determined that the updates to the 2021 Code and the proposed Local Amendments attached hereto as Exhibit “A” would be beneficial to the City and therefore recommends adoption of the 2021 International Residential Code and Local Amendments; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) hereby deems it necessary to adopt the 2021 edition of the International Residential Code and its Local Amendments attached hereto to provide minimum standards to safeguard the health, property, and welfare of the citizens of Aubrey by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1. Incorporation of Premises.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments.

2.01. That Section 3.03.101, “Adoption” of Division 3, “Residential Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.301, “Adoption” of Division 3, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

“Sec. 3.03.101. Adoption. The City Council of the City of Aubrey, Texas (herein “City Council”) hereby adopts the 2021 edition of the International Residential Code, (“International Residential Code”), establishing minimum requirements for one and two-family dwellings and townhouses, published by the International Code Council, being particularly the 2021 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Aubrey. A copy of the 2021 International Residential Code is filed in the Office of the City Secretary.”

2.02. That Section 3.03.102, “Local Amendments” of Division 3, “Plumbing Code” of Article 3.03 “Technical and Construction Codes and Standards”, of Chapter 3, “Building Regulations of the Code of Ordinances of the City of Aubrey is hereby repealed, and a new Section 3.03.102, “Local Amendments” of Division 3, Article 3, Chapter 3, of the Code of Ordinances is hereby adopted to be and read in its entirety as follows with all other sections and subsections not expressly amended hereby to remain in full force and effect:

“Sec. 3.03.102. Local Amendments. The City Council has determined that additional Local Amendments to the International Residential Code are necessary and appropriate to meet the unique needs of the City. To effectuate these local modifications, the City Council hereby amends the International Residential Code as provided in **Exhibit “A”**, incorporated herein and attached hereto for all purposes of this Ordinance.”

Section 3. Severability Clause.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force

and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Penalty Clause.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor punishable by a fine not exceeding Two Thousand Dollars (\$2,000.00). Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this Ordinance is committed, or continued, and upon conviction of any such violations such person, firm or corporation shall be punished within the limits above.

In addition to the fines referenced above, if a second residential safety follow-up (re-inspection) is required because the violation was not corrected from the original or first follow-up inspections, then the fees established in the fee schedule in Appendix A of the City of Aubrey Code of Ordinances shall be charged.

Section 5. Savings; Repealer Clause.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 6. Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 7. Effective Date.

This Ordinance shall take effect from its passage and publication as required by Texas law and the City Charter.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the ____ day of _____, 2024.**

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY
APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A



Recommended Amendments to the 2021 International Residential Code North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the *2021 International Residential Code* are hereby amended as follows: Standard type is text from the IRC. Underlined type is text inserted. ~~Lined-through type is deleted text from IRC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021 code.

In 2009, the State Legislature enacted SB 1410 prohibiting cities from enacting fire sprinkler mandates in residential dwellings. However, jurisdictions with ordinances that required sprinklers for residential dwellings prior to and enforced before January 1, 2009, may remain in place. Reference; Section R313 Automatic Fire Sprinkler Systems.

The energy provisions in IRC Chapter 11 is deleted in its entirety.

Reference the 2021 IECC for energy code provisions and recommended amendments.

****Section R102.4; change to read as follows:**

R102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

(Reason: Legal wording to recognize locally adopted codes and amendments adopted with referenced codes.)

**** Section R103 and R103.1 amend to insert the Department Name**

DEPARTMENT OF BUILDING SAFETY City of Aubrey Development Services Department

R103.1 Creation of enforcement agency. The ~~Department of Building Safety~~ City of Aubrey Development Services Department is hereby created and the official in charge thereof shall be known as the *building official*.

(Reason: Reminder to be sure ordinance reads the same as designated by the city.)

****Section R104.10.1 Flood Hazard areas; delete this section.**

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

****Section R105.3.1.1& R106.1.4; delete these sections.**

(Reason: Floodplain provisions are addressed locally.)

****Section R110 (R110.1 through R110.5); delete the section.**

(Reason: Issuing CO's for residences is not a common practice in the area.)

*****Section R202; change definition of "Townhouse Unit" to read as follows:**

TOWNHOUSE UNIT. A single-family dwelling unit separated by property lines in a townhouse that extends from foundation to roof and that has a yard or public way on not less than two sides.



(Reason: To distinguish Townhouse Units within a Townhouse building on separate lots.)

*****Table R301.2 (1); fill in as follows:**

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER- LAYMENT ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	SPEED ^d (MPH)	Topographic Effects ^k	Wind Special Region ^l	Windborne Debris Zone ^m		Weathering ^a	Frost Line Depth ^b	Termite ^c					
5 lb/ft	115 (3 sec- gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22° F	No	Local Code	150	64.9° F

Delete remainder of table Manual J Design Criteria and footnote N

(Reason: To promote regional uniformity. Manual J is utilized by third party and not part of performed plan reviews. This is reference table only, not needed.)

****Section R302.1; add exception #6 to read as follows:**

Exceptions: {previous exceptions unchanged}

6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

(Reason: Refers to other ordinances, such as zoning ordinances.)

****Section R302.3; add Exception #3 to read as follows:**

Exceptions:

1. {existing text unchanged}
2. {existing text unchanged}
3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

(Reason: Provide guidance for a common construction method in this area. Correlates with amendment to IRC Section R202 Townhouse definition.)

*****Section R302.2.6; delete exception #6:**

Exceptions: {previous exceptions unchanged}

6. Townhouse units protected by a fire sprinkler system complying with Section P2904 or NFPA 43D.

(Reason: To remain consistent with separated townhouse units and property lines.)

****Section R302.5.1; change to read as follows:**

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not



less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors. ~~Equipped with a self-closing or automatic closing device.~~

(Reason: Absence of data linking self-closing devices to increased safety. Self-closing devices often fail to close the door entirely.)

****Section R303.3, Exception; amend to read as follows:**

Exception: {existing text unchanged} Spaces containing only a water closet or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

(Reason: Consistent with common local practice as recirculating fans are recognized as acceptable air movement.)

*****R307.3 Blocking.** Required at one toilet at grade level. Blocking per Sec. R307.4 and Figure 307.4, shall be installed at rear wall and one wall adjacent to toilet at the lowest living level where a toilet is provided.

*****R307.4 Blocking.** Blocking may be 1/2" plywood or equivalent or 2 x solid wood blocking flush with wall.

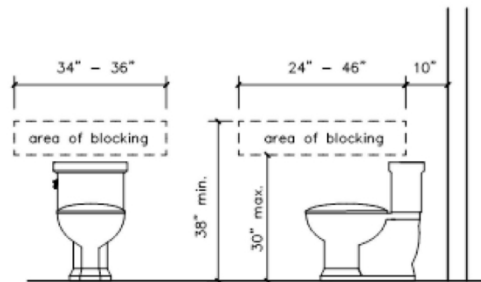


Figure 307.4

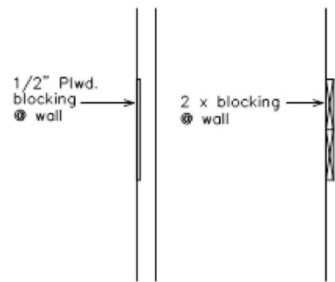


Figure 307.4

(Reason: Blocking at initial construction allows for ease of use for future grab bar installation if desired for homeowners. Ties into Dallas Builders Association of Universal Design Elements concepts for CAPS (Certified Aging in Place Specialists) professionals.)

****Section R313.2 One and Two Family Dwellings; Delete this section and subsection in their entirety.**

(Reason: In 2009, the State Legislature enacted SB 1410, amending section 1301.551 subsection I of the occupation code, prohibiting cities from enacting fire sprinkler mandates one or two family dwellings only. However, jurisdictions with ordinances that required sprinklers for one or two family dwellings prior to and enforced before January 1, 2009, may remain in place.)

*****Section R315.2.2 Alterations, repairs and additions; amend to read as follows:**

Exception:
1. [existing text remains]
2. Installation, alteration or repairs of all electrically powered mechanical systems or plumbing appliances.



(Reason: Revised exception for clarity. Code intent is to protect against the products of combustion.)

****Section R322 Flood Resistant Construction; deleted section.**

(Reason: Floodplain hazard ordinances may be administered by other departments within the city.)

*****Section 327.1.1; add to read as follows:**

Section 327.1.1 Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception:

A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

(Reason: To clarify specific distances for pools and spas.)

****Section R401.2; amended by adding a new paragraph following the existing paragraph to read as follows.**

Section R401.2. Requirements. {existing text unchanged} ...

Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

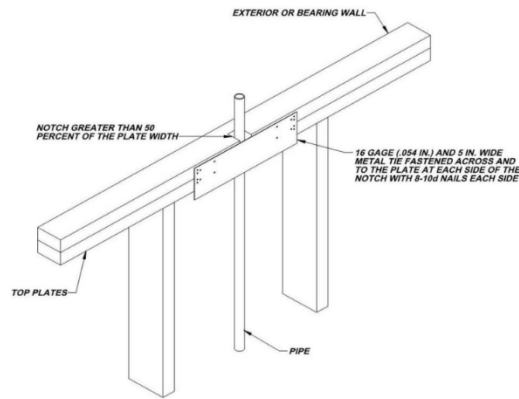
(Amendment to 2015 IRC carried forward to 2018 IRC.)

****Section R602.6.1; amend the following:**

R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 4½ inches (38) mm 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {remainder unchanged}

(Amendment to 2015 IRC carried forward to 2018 IRC.)

****Figure R602.6.1; delete the figure and insert the following figure:**



(Amendment forward to additional assurance of maintaining the integrity of the framing by spreading the nailing pattern.) to 2015 IRC carried 2018 IRC also provides

****Add section R703.8.4.1.2 Veneer Ties for Wall Studs; to read as follows:**

R703.8.4.1.2 Veneer Ties for Wall Studs. In stud framed exterior walls, all ties may be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

(This amendment had been a carry over amendment for years to provide clear instruction for placement of brick ties. It is now retained with changes to reflect its correct placement and use for clarity when attachment to framing lumber (studs). It should remain for those purposes. It is in addition to the new new Table in 2018 which provides for brick ties directly to sheathing.)

****Section R902.1; amend and add exception #5 to read as follows:**

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed. ~~in designated by law as requiring their use or when the edge of the roof is less than 3 feet from a lot line. {remainder unchanged}~~

Exceptions:

1. {text unchanged}
2. {text unchanged}
3. {text unchanged}
4. {text unchanged}
5. Non-classified roof coverings shall be permitted on one-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed (area defined by jurisdiction).

(Reason: to address accessory structures Group U exempt from permits per Section R105.2)

**** Chapter 11 [RE] – Energy Efficiency is deleted in its entirety; Reference the 2021 IECC for energy code provisions and recommended amendments.**



(Reason: The recommended energy code changes from the Energy and Green Advisory Board update the amendments for Chapter 11. The 2021 International Energy Conservation Code should be referenced for residential energy provisions. This approach simply minimizes the number of amendments to the IRC.)

****Section M1305.1.2; change to read as follows:**

M1305.1.2 Appliances in attics. Attics containing appliances shall be provided . . . {bulk of paragraph unchanged} . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest appliance. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.

Exceptions: [remaining text unchanged]

(Reason: To provide a safe means of accessibility to appliances in attics and to allow for different types of construction limitations. Consistent with regional amendment to IFGC and IMC 306.3.)

****Section M1411.3; change to read as follows:**

M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to an approved place of disposal a sanitary sewer through a trap, by means of a direct or indirect drain. {remaining text unchanged}

(Reason: Reflects regional practice and to reduce excessive runoff into storm drains.)

****Section M1411.3.1, Items 3 and 4; add text to read as follows:**

M1411.3.1 Auxiliary and secondary drain systems. {bulk of paragraph unchanged}

1. {text unchanged}
2. {text unchanged}
3. An auxiliary drain pan... {bulk of text unchanged}... with Item 1 of this section. A water level detection device may be installed only with prior approval of the building official.
4. A water level detection device... {bulk of text unchanged}... overflow rim of such pan. A water level detection device may be installed only with prior approval of the building official.

(Reason: Reflects standard practice in this area.)

****Section M1411.3.1.1; add text to read as follows:**

M1411.3.1.1 Water-level monitoring devices. On down-flow units ...{bulk of text unchanged}... installed in the drain line. A water level detection device may be installed only with prior approval of the building official.

(Reason: Reflects standard practice in this area.)

****M1503.6 Makeup Air Required; amend and add exception as follows:**

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be mechanically or passively provided with makeup air at a rate approximately equal to the difference between



exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

Exception: Makeup air is not required for exhaust systems installed for the exclusive purpose of space cooling and intended to be operated only when windows or other air inlets are open. Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m³/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m³/s) shall be provided with a makeup air at a rate approximately to the difference between the exhaust air rate and 600 cubic feet per minute.

(Reason: Exception requires makeup air equaling the amount above and beyond 400 cfm for larger fan which will address concerns related to "fresh" air from the outdoors in hot humid climates creating a burden on HVAC equipment and negative efficiency impacts from back-drafting and wasted energy.)

****Section M2005.2; change to read as follows:**

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that combustion air will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the International Energy Conservation Code and equipped with an approved self-closing device. Installation of direct-vent water heaters within an enclosure is not required.

(Reason: Corresponds with the provisions of IFGC Section 303.3, exception #5.)

****Section G2408.3 (305.5) Private Garages; delete this section in its entirety.**

(Reason: This provision does not reflect standard practice in this area.)

****Section G2415.2 (404.2) CSST; add a second paragraph to read as follows:**

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

(Reason: To protect homeowners and plumbers.)

****Section G2415.12 (404.12) and G2415.12.1 (404.12.1); change to read as follows:**

G2415.12 (404.12) Minimum burial depth. Underground piping systems shall be installed a minimum depth of ~~42 inches (305 mm)~~ 18 inches (457 mm) below grade, ~~except as provided for in Section G2415.12.1.~~

G2415.12.1 (404.12.1) Individual Outdoor Appliances; Delete in its entirety

(Reason: To provide increased protection to piping systems.)

****Section G2417.1 (406.1); change to read as follows:**

G2417.1 (406.1) General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the building official when the piping system is ready for



testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

(Reason: To utilize language used in the IPC regarding who is responsible for testing procedures.)

****Section G2417.4; change to read as follows:**

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. ~~Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.~~

(Reason: To require the use of more accurate diaphragm gauges. Spring gauges do not provide accurate measurement below approximately 17 psig.)

****Section G2417.4.1; change to read as follows:**

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge, ~~irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.~~ For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

(Reason: To provide for lesser pressures to coordinate with the use of more accurate diaphragm gauges.)

****Section G2417.4.2; change to read as follows:**

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the Building Official, but in no case for ~~be not~~ less than 40 fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Building Official, but in no case for less than thirty (30) minutes.

(Reason: To comply with accepted regional practices.)

****Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:**

G2420.1.4 Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings,



and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

(Reason: To provide proper security to CSST valves. These standards were established in this region in 1999 when CSST was an emerging technology.)

****Section G2420.5.1 (409.5.1); add text to read as follows:**

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve...*{bulk of paragraph unchanged}*... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

(Reason: Reflects regional practice and provides an additional measure of convenience.)

****Section G2421.1 (410.1); add text and Exception to read as follows:**

G2421.1 (410.1) Pressure regulators. A line pressure regulator shall be ... *{bulk of paragraph unchanged}*... approved for outdoor installation. Access to regulators shall comply with the requirements for access to appliances as specified in Section M1305.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

(Reason: To require adequate access to regulators.)

****Section G2422.1.2.3 (411.1.3.3) Prohibited locations and penetrations; delete Exception 1 and Exception 4.**

(Reason: To comply with accepted regional practices.)

****Section G2445.2 (621.2); add Exception to read as follows:**

G2445.2 (621.2) Prohibited use. One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a dwelling unit.

Exception: Existing approved unvented room heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the Building Official unless an unsafe condition is determined to exist as described in International Fuel Gas Code Section 108.7 of the Fuel Gas Code.

(Reason: Gives code official discretion.)

****Section G2448.1.1 (624.1.1); change to read as follows:**

G2448.1.1 (624.1.1) Installation requirements. The requirements for water heaters relative to access, sizing, relief valves, drain pans and scald protection shall be in accordance with this code.

(Reason: To clarify installation requirements. Also corresponds with amendments regarding water heater access.)

****Section P2603; add to read as follows:**

P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material plastic. Where sheathing protects piping



that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

(Reason: Allows for other materials to be accepted.)

****Section P2603.5.1 Sewer Depth; change to read as follows:**

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of [number] inches (mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

(Reason: Provides sewer depth that is common in this region. Deleted reference to private sewage disposal because a private sewage disposal code is not typically adopted in this region.)

*****Section P2604; add to read as follows:**

P2604.2.1 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

(Reason: To follow manufacturer backfill requirements and to be clear to inspectors out in the field.)

**** Section P2801; change to read as follows:**

P2801.6 Required pan.

Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a pan constructed of one of the following:

1. Galvanized steel or aluminum of not less than 0.0236 inch (0.6010 mm) in thickness.
2. Plastic not less than 0.036 inch (0.9 mm) in thickness.
3. Other approved materials.

~~A plastic pan beneath a gas-fired water heater shall be constructed of material having a flame spread index of 25 or less and a smoke-developed index of 450 or less when tested in accordance with ASTM-E84 or UL-723.~~

(Reason: Plastic burns degrading material over time on gas fired water heaters and to maintaining protection level.)

****Section P2801.6.1; change to read as follows:**

Section P2801.6.1 Pan size and drain. The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table P2906.5. Multiple pan drains may terminate to a single discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions. {existing text unchanged}

(Reason: Regionally accepted practice.)

**** Section P2804.6.1; change to read as follows:**

North Central Texas Council of Governments
Amendments

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Approved July 2021
2021 International Residential Code



Section P2804.6.1 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap ~~located in the same room as the water heater.~~
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufacturers installation instructions and installed with those instructions.

5. Discharge ~~to the floor, to the pan serving the water heater or storage tank, to a waste receptor an~~ approved location or to the outdoors.

[remainder unchanged]

(Reason: To ensure the T&P is ran to the exterior.)

****Section P2902.5.3; change to read as follows:**

P2902.5.3 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

(Reason: To provide clarity.)

****Section P3003.9; change to read as follows:**

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Exception: A primer is not required where both of the following conditions apply:

1. ~~The solvent cement used is third-party certified as conforming to ASTM D 2564~~
2. ~~The solvent cement is used only for joining PVC drain, waste, and vent pipe and fittings in not pressure applications in sizes up to and including 4 inches (102mm) in diameter.~~

(Reason: to keep the "process of joining PVC pipe".)

****Section P3111Combination waste and vent systems; delete this section in its entirety.**

(Reason: A combination waste and vent system is not approved for use in residential construction.)

****Section P3112.2 Vent Connection; delete and replace with the following:**



P3112.2 Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drainboard height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain-board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

(Reason: To clarify the installation of island venting and to provide a regional guideline on a standard installation method for this region.)

END

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 849-24**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 3 “BUILDING REGULATIONS”, ARTICLE 3.03 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, ADDING DIVISION 10 “SWIMMING POOL AND SPA CODE” AND TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the International Swimming Pool and Spa Code has been updated to provide for new standards and requirements in terms of performance and nationally accepted standards;

WHEREAS, Staff has reviewed the 2021 International Swimming Pool and Spa Code and has determined that the updates to the 2021 Code and the proposed Local Amendments attached hereto as Exhibit “A” would be beneficial to the City and therefore recommends adoption of the 2021 International Swimming Pool and Spa Code and Local Amendments; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) hereby deems it necessary to adopt the 2021 International Swimming Pool and Spa Code and its Local amendments attached hereto to provide minimum standards to safeguard the health, property, and welfare of the citizens of Aubrey by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for swimming pools and spas within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1. Incorporation of Premises.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendment.

The Aubrey Code of Ordinances, Chapter 3 “Building Regulations”, Article 3.03 “Technical and Construction Codes and Standards”, is hereby amended to adopt Division 10 “Swimming Pool and Spa Code” of Article 3.03 of Chapter 3 of the Code of Ordinances to read in its entirety as follows and all other sections and subsections of Chapter 3 not expressly amended hereby shall remain in full force and effect:

“Article 3.03. Technical and Construction Code Standards

Division 10. Swimming and Spa Code

Section 3.03.451 – Adoption

The City Council of the City of Aubrey, Texas hereby adopts the 2021 edition of the International Swimming Pool and Spa Code, (“International Swimming Pool and Spa Code”), establishing minimum requirements for the design, construction, alteration, repair, and maintenance of swimming pools, spas, hot tubs, and aquatic facilities , published by the International Code Council, being particularly the 2021 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Aubrey. A copy of the 2021 International Swimming Pool and Spa Code is filed in the Office of the City Secretary.

Section 3.03.452 – Local Amendments

The City Council has determined that additional local modifications to the International Swimming Pool and Spa Code are necessary and appropriate to meet the unique needs of the city. To effectuate these local modifications, the City council hereby amends the International Swimming and Spa Code by adopting the Local Amendments as provided in Exhibit A attached to Ordinance 849-24, incorporated herein and attached hereto for all purposes of this division.

Section 3.03.453 – Issuance of Citations by Designated Officers and Employees.

To the extent allowed by law, officers and employees of the City who have the discretionary duty to enforce a statute or ordinance may arrest a person without a warrant whenever any such officer or employee has reasonable cause to believe that the person to be arrested has committed a misdemeanor in the officer’s or employee’s presence which he or she has the discretionary duty to enforce, and to issue a notice to appear and to release such person on the person’s written promise to appear in court. Officers and employees shall not be allowed by their superior to exercise the arrest and citation authority herein conferred, unless such

officer or employee is within a classification of city officers and employees designated by resolution of the City Council to exercise such arrest and citation authority as to specified misdemeanor or violations. The Police Chief shall establish and cause to be administered a special enforcement training program designed to instruct each officer or employee who will exercise such arrest and citation authority, regarding the provisions of the statutes and ordinances to be enforced, the evidentiary prerequisites to proper prosecution for violations thereof, the appropriate procedures for making arrests or otherwise prudently exercising such arrest and citation authority, and the legal and practical ramifications and limitations attendant thereto. Any such officers or employees shall be appropriately instructed to deposit executed citations or notices within the Aubrey Municipal Court for filing with the court after review for legal sufficiency.

Section 3.03.454 – Penalty

- (a) Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor punishable by a fine not exceeding Two Thousand Dollars (\$2,000.00). Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this Ordinance is committed, or continued, and upon conviction of any such violations such person, firm or corporation shall be punished within the limits above.
- (b) In addition to the fines referenced above, if a second pool and/or spa safety follow-up (re-inspection) is required because the violation was not corrected from the original or first follow-up inspections, then the fees established in the fee schedule in Appendix A of the City of Aubrey Code of Ordinances shall be charged.”

Section 3. Severability Clause.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Savings; Repealer Clause.

This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or

claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 5. Codification.

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 6. Effective Date.

This Ordinance shall take effect from its passage and publication as required by Texas law and the City Charter.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the ____ day of _____, 2024.**

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A



Recommended Regional Amendments to the 2021 International Swimming Pool and Spa Code North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the *2021 International Swimming Pool and Spa Code* are hereby amended as follows: Standard type is text from the ISPSC. Underlined type is text inserted. ~~Lined through type is deleted text from ISPSC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code. A triple asterisk (***) identifies a new or revised amendment with the 2021 ISPSC code.

****Section 102.9; Change to read as follows:**

Section 102.9 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to:

1. Texas Department of State Health Services (TDSHS); *Standards for Public Pools and Spas*; §285.181 through §285.208. (TDSHS rules do not apply to pools serving one- and two-family dwellings or townhouses).
2. Texas Department of Licensing and Regulation (TDLR); *2012 Texas Accessibility Standards (TAS)*. TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with *2012 TAS, Section 242*. (TAS rules do not apply to pools serving one- and two-family dwellings or townhouses).

Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

(Reason: To clarify specific Texas statutes which regulate public pools and spas.)

*****Section 113.4 Violation penalties; Changed to read as follows:**

113.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the *approved* construction documents or directive of the *code official*, or of a permit or certificate issued under the provisions of this code may be punishable for each day of the violation set forth by the *authority having jurisdiction*, ~~shall be guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such a fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

(Reason: Covered by general provisions of the Code of Ordinances.)

*****Section 305; Change to read as follows:**

305.1 General.

The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. In only one- and two-family dwellings and townhouses, where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

(Reason: To clarify requirements for dwellings and commercial properties and specific Texas statutes which



regulate public pools and spas.)

**** Add subsection 305.2.7.1; to read as follows:**

305.2.7.1 Chain link fencing prohibited. Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

(Reason: To clarify specific Texas Health and Safety Code Chapter 757.003 (f).)

*****Section 305.4 structure wall as a barrier; Changes as follows:**

305.4 Structure wall as a barrier. Where a wall of a dwelling or structure of a one- and two-family dwelling or townhouse or its accessory structure serves as part of a barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Remainder Unchanged
2. Remainder Unchanged
3. Remainder Unchanged
4. Remainder unchanged
5. Remainder unchanged
6. Remainder unchanged

(Reason: To clarify specific Texas Health and Safety Code Chapter 757.007.)

****Section 305.6; Change to read as follows:**

305.6 Natural barriers used in a one- and two-family dwelling or townhouse. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the pool or spa.

(Reason: Specific Texas statutes do not allow the use of natural barriers in lieu of fencing for public pools per Chapter 757.003.)

****Section 307.1.4 Accessibility; Add exception to Section to 307.1.4 as follows:**

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

(Reason: To accommodate buildings regulated under state law. Further clarified to mean Components that are specifically addressed by TDLR shall be exempt.)

*****Section 307.2.2.2; add to read as follows:**

Section 307.2.2.2. Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception:

A sealed engineered design drawing of the proposed new structure shall be submitted for approval.



(Reason: To clarify specific distances for pools and spas, correlates with IRC 327.1.)

****Section 310; Change to read as follows:**

310.1 General. Suction entrapment avoidance for pools and spas shall be provided in accordance with APSP 7 (ANSI/PHTA/ICC 7) or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule §265.190.

[Remainder unchanged]

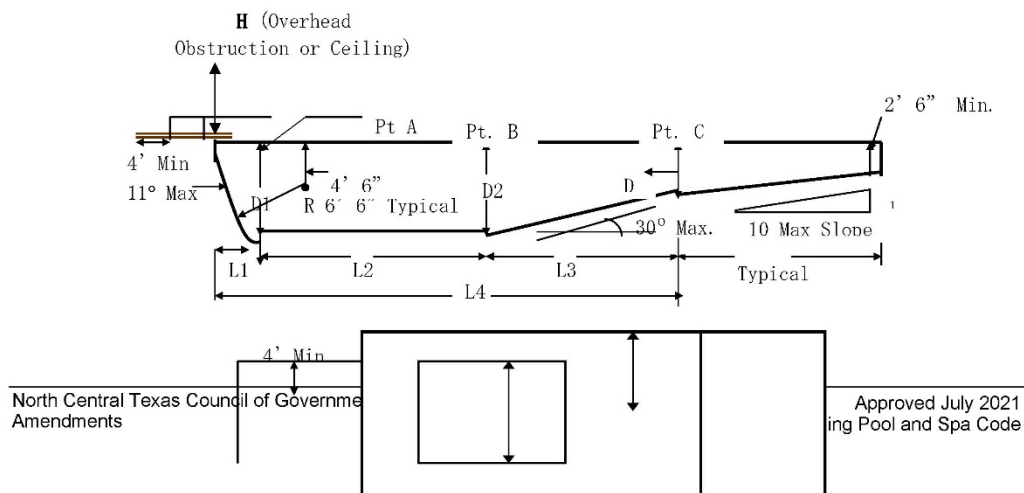
(Reason: To clarify specific Texas statutes which regulate public pools and spas.)

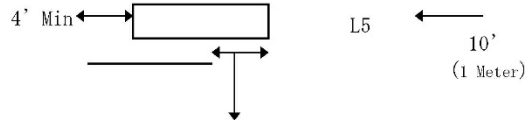
**** Section 402.12; Change to read as follows:**

402.12 Water envelopes. The minimum diving water envelopes shall be in accordance with Table 402.12—Texas department of State Health services, Administrative Code Title 25, Chapter 265, Section 186 (e) and Figure: 25 TAC 256.186 (e) (6). (Delete Table 402.12 and Figure 402.12)

ADD: Figure: 25 TAC §265.186 (e) (6)

Maximum Diving Board Height Over Water	¼ Meter	1 Meter	3 Meters
Max. Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.
L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.
L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plumbet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plumbet to Adjacent Plumbet	10 ft.	10 ft.	10 ft.





(Reason: To avoid conflict with 25 TAC Chapter 265.)

****Section 411.2.1 & 411.2.2; Change to read as follows:**

411.2.1 Tread dimensions and area. Treads shall have a minimum unobstructed horizontal depth (i.e., horizontal run) of 12 inches and a minimum width of 20 inches, not be less than 24 inches (607mm) at the leading edge. Treads shall have an unobstructed surface area of not less than 240 square inches (154838mm²) and an unobstructed horizontal depth of not less than 10 inches (254 mm) at the center line.

411.2.2 Risers. Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero except for the bottom riser, shall have a uniform height of not greater than 12 inches (305 mm) measured at the center line. The bottom riser height is allowed to vary to the floor.

(Reason: To avoid conflict with 25 TAC Chapter 265.186 (c)(7)(A) & (B).)

****Section 411.5.1 & 411.5.2; Change to read as follows:**

411.5.1 Swimouts. Swimouts, located in either the deep or shallow area of a pool, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.

411.5.2 Underwater seats and benches. Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. Unchanged
5. The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be

plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.

6. Unchanged
7. Unchanged



(Reason: To avoid conflict with 25 TAC Chapter 265.184 (u) & 265.186 (c)(10).)

****Section 610.5.1; Change to read:**

610.5.1 Uniform height of 9-10 inches. Except for the bottom riser, risers at the centerline shall have a maximum uniform height of 9-10 inches (229-254 mm). The bottom riser height shall be permitted to vary from the other risers.

(Reason: To avoid conflict with 25 TAC Chapter 265.186 (c)(7)(B).)

****Section 804 Diving Water Envelopes; Change to read as follows:**

Section 804.1 General. The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

(Reason: To provide minimum standards and to clarify specific manufactures specifications of the diving equipment.)

END



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Consideration and action on awarding a bid and entering into a contract with ALCC, LLC for Park Improvements at Leslie Park Field for an amount not to exceed \$669,263.71 and authorizing the City Manager to execute necessary documents.

Staff Contact

Leanne Wilson, Development Services Director
lwilson@aubreytx.gov

Summary

The park improvements were designed by Westwood Professional Services, Inc. The improvements consist of the addition of a full basketball court, three pickleball courts, a sidewalk, a pedestrian bridge, spectator/player benches, irrigation and landscape improvements. This project goes towards meeting the goals and objectives of the parks master plan and was a recommended project by the Parks Board to be funded with park improvement funds.

The project was advertised for bid on March 22, 2024, and March 29, 2024, in the Post Signal and was available for download at www.civcast.com. Bids were due on April 11, 2024, and nine bids were received. Bids ranged from \$669,263.71 to \$1,146,086.00. Three bids contained math errors or differences from bid instructions. The remaining bidders were evaluated for similar successful project history and references were verified. ALCC, LLC was the low bidder and received favorable references on quality construction, keeping project schedules and completing work within budget. Westwood Professional Services, Inc. has provided a letter of recommendation to award the bid to ALCC, LLC.

Financial Summary

Park improvements were approved in the 2023-2024 Budget and funds are available. The slated budgeted proportion for Leslie Field was \$550,000. A budget amendment may be needed if all parks projects come in at or over budget.

Staff Recommended Motion

Approve

Conditions

N/A

April 16, 2024
R0046217

Mr. Charles Kreidler
City Manager
CITY OF AUBREY
107 South Main Street
Aubrey, Texas 76227

Re: **Leslie Park**
Recommendation of Award
Aubrey, Denton County, Texas

Dear Mr. Kreidler:

BID RESULTS

Attached is the Bid Tabulation for the bids received April 11, 2024 for the referenced project for your use.

The lowest of nine bids received was from ALCC, LLC, dba Perfect Finish Landscaping. Based on the estimated quantities in the Bid Proposal and the unit prices bid by ALCC, LLC, the total amount of the bid for contract award is \$669,263.71.

CONTRACTOR QUALIFICATIONS

ALCC, LLC provided a list of experience and references for this project. Westwood personnel contacted a number of the references who gave favorable references for the contractor with regards to workmanship and in meeting project schedules and budgets. Westwood also has favorable experience working with ALCC, LLC.

RECOMMENDATION

Based on the information we have received to date, we see no reason not to award the contract for the referenced project to ALCC, LLC, as lowest responsive and responsible bidder for the Bid amount of \$669,263.71.

Should you have any questions about the information contained herein, please do not hesitate to call.

Sincerely,



Clint A. Bissett, P.E.



CAB/
R0046217_Recommendation of Award

Attachments:
Bid Tabulation

4-16-2024

BID TABULATION
Leslie Park
R0046217.00
4/11/2024

No.	Description	Quantity	Unit	ALCC, LLC, Perfect Finish		Pace Construction Services		A&C Construction, Inc.		Ratliff Hardscape, LTD		Infra Construction, LLC		Tegrity		CGC General Contractors, Inc.		DL Meacham		Harper Smith & Associates	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization of personnel, equipment, and supplies to and from the project site	1	LS	\$ 45,900.88	\$ 45,900.88	\$ 75,000.00	\$ 75,000.00	\$ 39,490.00	\$ 39,490.00	\$ 89,700.00	\$ 89,700.00	\$ 86,702.00	\$ 86,702.00	\$ 110,777.00	\$ 110,777.00	\$ 9,500.00	\$ 9,500.00	\$ 34,969.00	\$ 34,969.00	\$ 100,000.00	\$ 100,000.00
2	Traffic Control	1	LS	3,380.14	3,380.14	6,550.00	6,550.00	5,500.00	5,500.00	5,760.00	5,760.00	5,000.00	5,000.00	6,160.00	6,160.00	3,400.00	3,400.00	9,075.00	9,075.00	900.00	900.00
3	Furnish and place Project Sign	1	EA	1,351.50	1,351.50	2,000.00	2,000.00	1,200.00	1,200.00	1,440.00	1,440.00	1,000.00	1,000.00	1,120.00	1,120.00	1,900.00	1,900.00	3,025.00	3,025.00	550.00	550.00
4	Install, maintain, and remove Temporary Erosion, Sedimentation, and Storm Water Pollution Prevention Plan devices	1	LS	7,815.44	7,815.44	9,000.00	9,000.00	8,000.00	8,000.00	4,200.00	4,200.00	18,000.00	18,000.00	3,920.00	3,920.00	6,000.00	6,000.00	15,106.00	15,106.00	12,776.00	12,776.00
5	General Site Preparation around site	1	LS	126,441.78	126,441.78	30,500.00	30,500.00	60,000.00	60,000.00	3,000.00	3,000.00	73,000.00	73,000.00	102,280.64	102,280.64	9,500.00	9,500.00	77,750.00	77,750.00	40,880.00	40,880.00
6	Furnish and Install 6.9'x4'x1/4" ornamental galvanized steel plate and construct concrete flume, complete and in place	1	LS	2,270.00	2,270.00	8,100.00	8,100.00	4,500.00	4,500.00	3,240.00	3,240.00	7,250.00	7,250.00	3,752.00	3,752.00	9,500.00	9,500.00	4,900.00	4,900.00	4,000.00	4,000.00
7	Furnish and Install 4" thick concrete sidewalk, complete and in place	445	LF	58.77	26,152.65	50.00	22,250.00	48.00	21,360.00	39.00	17,355.00	76.00	33,820.00	76.72	34,140.40	227.00	101,015.00	59.55	26,499.75	140.00	62,300.00
8	Furnish And Install Trash Receptacles, complete, in place	6	EA	2,514.79	15,088.74	2,500.00	15,000.00	2,820.00	16,920.00	2,960.00	17,760.00	2,500.00	15,000.00	2,800.00	16,800.00	1,710.00	10,260.00	3,031.00	18,186.00	3,480.00	20,880.00
9	Furnish And Install 6' Seating Bench, complete, in place	9	EA	2,087.91	18,791.19	3,500.00	31,500.00	2,340.00	21,060.00	2,370.00	21,330.00	2,000.00	18,000.00	2,880.64	25,925.76	1,542.00	13,878.00	2,547.00	22,923.00	3,184.00	28,656.00
10	Furnish And Install Concrete Sports courts on post-tension slab, and in place	14,560	SF	11.62	169,187.20	15.00	218,400.00	20.10	292,656.00	30.50	444,080.00	24.00	349,440.00	16.00	232,960.00	30.00	436,800.00	31.65	460,824.00	28.80	419,328.00
12	Furnish And Install Basketball Goalposts, complete and in place	2	EA	5,523.15	11,046.30	4,500.00	9,000.00	8,100.00	16,200.00	3,600.00	7,200.00	5,000.00	10,000.00	8,027.20	16,054.40	5,755.00	11,510.00	6,050.00	12,100.00	4,478.00	8,956.00
13	Furnish And Install Pickleball nets and posts (2 posts and 1 net per unit), complete and in place	3	EA	2,798.73	8,396.19	4,800.00	14,400.00	1,500.00	4,500.00	2,880.00	8,640.00	5,000.00	15,000.00	4,674.80	14,024.40	3,000.00	9,000.00	5,203.00	15,609.00	3,098.00	9,294.00
14	Furnish And Install 4' tall guardrail fence, complete and in place	140	LF	68.10	9,534.00	275.00	38,500.00	96.00	13,440.00	78.00	10,920.00	30.00	4,200.00	92.80	12,992.00	92.50	12,950.00	84.70	11,858.00	84.00	11,760.00
15	Furnish, Install, and Remove Tree Protection Fencing, complete and in place	550	LF	3.69	2,029.50	14.00	7,700.00	2.40	1,320.00	1.75	962.50	5.00	2,750.00	3.48	1,914.00	3.60	1,980.00	7.85	4,317.50	5.40	2,970.00
16	Furnish And Install 45-Gallon Canopy Tree, complete and in place	12	EA	817.20	9,806.40	1,800.00	21,600.00	1,800.00	21,600.00	600.00	7,200.00	1,400.00	16,800.00	1,566.00	18,792.00	1,481.00	17,772.00	786.50	9,438.00	6,960.00	83,520.00
17	Install Bermuda Sod grass, complete and in place	29,084	SF	0.62	18,032.08	1.30	37,809.20	0.75	21,813.00	0.75	21,813.00	1.00	29,084.00	1.33	38,681.72	1.09	31,701.56	0.80	23,267.20	1.00	29,084.00
18	Remove and Install Irrigation System, complete and in place	1	LS	15,013.78	15,013.78	25,000.00	25,000.00	25,760.00	25,760.00	26,175.50	26,175.50	35,000.00	35,000.00	16,936.00	16,936.00	39,700.00	39,700.00	42,350.00	42,350.00	101,969.00	101,969.00
19	Furnish, Install, and Remove Temporary Irrigation, complete and in place	1	LS	4,433.31	4,433.31	11,500.00	11,500.00	9,000.00	9,000.00	9,600.00	9,600.00	7,500.00	7,500.00	7,308.00	7,308.00	12,500.00	12,500.00	24,200.00	24,200.00	5,000.00	5,000.00
20	Furnish, and Install Bridge Abutment, complete and in place	2	EA	18,006.49	36,012.98	6,700.00	13,400.00	17,500.00	35,000.00	11,535.00	23,070.00	15,500.00	31,000.00	15,080.00	30,160.00	21,300.00	42,600.00	26,021.00	52,042.00	25,000.00	50,000.00
21	Furnish, and Install Pedestrian Bridge, complete and in place	1	LS	138,579.65	138,579.65	150,000.00	150,000.00	170,481.00	170,481.00	109,860.00	109,860.00	150,000.00	150,000.00	223,078.68	223,078.68	167,000.00	167,000.00	169,400.00	169,400.00	153,330.00	153,330.00
					-		-		-		-		-		-		-		-		-
	TOTAL BASE BID				\$ 669,263.71		\$ 747,209.20		\$ 789,800.00		\$ 833,306.00		\$ 908,546.00		\$ 917,777.00		\$ 948,466.56		\$ 1,037,839.45		\$ 1,146,153.00

Denotes math error or difference from total bid stated on proposal

BID TABULATION
Leslie Park
R0046217.00
4/11/2024

No.	Description	Quantity	Unit	ALCC, LLC, Perfect Finish		Pace Construction Services		A&C Construction, Inc.		Ratliff Hardscape, LTD		Infra Construction, LLC		Tegrity		CGC General Contractors, Inc.		DL Meacham		Harper Smith & Associates	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization of personnel, equipment, and supplies to and from the project site	1	LS	\$ 45,900.88	\$ 45,900.88	\$ 75,000.00	\$ 75,000.00	\$ 39,490.00	\$ 39,490.00	\$ 89,700.00	\$ 89,700.00	\$ 86,702.00	\$ 86,702.00	\$ 110,777.00	\$ 110,777.00	\$ 9,500.00	\$ 9,500.00	\$ 34,969.00	\$ 34,969.00	\$ 100,000.00	\$ 100,000.00
2	Traffic Control	1	LS	3,380.14	3,380.14	6,550.00	6,550.00	5,500.00	5,500.00	5,760.00	5,760.00	5,000.00	5,000.00	6,160.00	6,160.00	3,400.00	3,400.00	9,075.00	9,075.00	900.00	900.00
3	Furnish and place Project Sign	1	EA	1,351.50	1,351.50	2,000.00	2,000.00	1,200.00	1,200.00	1,440.00	1,440.00	1,000.00	1,000.00	1,120.00	1,120.00	1,900.00	1,900.00	3,025.00	3,025.00	550.00	550.00
4	Install, maintain, and remove Temporary Erosion, Sedimentation, and Storm Water Pollution Prevention Plan devices	1	LS	7,815.44	7,815.44	9,000.00	9,000.00	8,000.00	8,000.00	4,200.00	4,200.00	18,000.00	18,000.00	3,920.00	3,920.00	6,000.00	6,000.00	15,106.00	15,106.00	12,776.00	12,776.00
5	General Site Preparation around site	1	LS	126,441.78	126,441.78	30,500.00	30,500.00	60,000.00	60,000.00	3,000.00	3,000.00	73,000.00	73,000.00	102,280.64	102,280.64	9,500.00	9,500.00	77,750.00	77,750.00	40,880.00	40,880.00
6	Furnish and Install 6.9'x4'x1/4" ornamental galvanized steel plate and construct concrete flume, complete and in place	1	LS	2,270.00	2,270.00	8,100.00	8,100.00	4,500.00	4,500.00	3,240.00	3,240.00	7,250.00	7,250.00	3,752.00	3,752.00	9,500.00	9,500.00	4,900.00	4,900.00	4,000.00	4,000.00
7	Furnish and Install 4" thick concrete sidewalk, complete and in place	445	LF	58.77	26,152.65	50.00	22,250.00	48.00	21,360.00	39.00	17,355.00	76.00	33,820.00	76.72	34,140.40	227.00	101,015.00	59.55	26,499.75	140.00	62,300.00
8	Furnish And Install Trash Receptacles, complete, in place	6	EA	2,514.79	15,088.74	2,500.00	15,000.00	2,820.00	16,920.00	2,960.00	17,760.00	2,500.00	15,000.00	2,800.00	16,800.00	1,710.00	10,260.00	3,031.00	18,186.00	3,480.00	20,880.00
9	Furnish And Install 6' Seating Bench, complete, in place	9	EA	2,087.91	18,791.19	3,500.00	31,500.00	2,340.00	21,060.00	2,370.00	21,330.00	2,000.00	18,000.00	2,880.64	25,925.76	1,542.00	13,878.00	2,547.00	22,923.00	3,184.00	28,656.00
10	Furnish And Install Concrete Sports courts on post-tension slab, and in place	14,560	SF	11.62	169,187.20	15.00	218,400.00	20.10	292,656.00	30.50	444,080.00	24.00	349,440.00	16.00	232,960.00	30.00	436,800.00	31.65	460,824.00	28.80	419,328.00
12	Furnish And Install Basketball Goalposts, complete and in place	2	EA	5,523.15	11,046.30	4,500.00	9,000.00	8,100.00	16,200.00	3,600.00	7,200.00	5,000.00	10,000.00	8,027.20	16,054.40	5,755.00	11,510.00	6,050.00	12,100.00	4,478.00	8,956.00
13	Furnish And Install Pickleball nets and posts (2 posts and 1 net per unit), complete and in place	3	EA	2,798.73	8,396.19	4,800.00	14,400.00	1,500.00	4,500.00	2,880.00	8,640.00	5,000.00	15,000.00	4,674.80	14,024.40	3,000.00	9,000.00	5,203.00	15,609.00	3,098.00	9,294.00
14	Furnish And Install 4' tall guardrail fence, complete and in place	140	LF	68.10	9,534.00	275.00	38,500.00	96.00	13,440.00	78.00	10,920.00	30.00	4,200.00	92.80	12,992.00	92.50	12,950.00	84.70	11,858.00	84.00	11,760.00
15	Furnish, Install, and Remove Tree Protection Fencing, complete and in place	550	LF	3.69	2,029.50	14.00	7,700.00	2.40	1,320.00	1.75	962.50	5.00	2,750.00	3.48	1,914.00	3.60	1,980.00	7.85	4,317.50	5.40	2,970.00
16	Furnish And Install 45-Gallon Canopy Tree, complete and in place	12	EA	817.20	9,806.40	1,800.00	21,600.00	1,800.00	21,600.00	600.00	7,200.00	1,400.00	16,800.00	1,566.00	18,792.00	1,481.00	17,772.00	786.50	9,438.00	6,960.00	83,520.00
17	Install Bermuda Sod grass, complete and in place	29,084	SF	0.62	18,032.08	1.30	37,809.20	0.75	21,813.00	0.75	21,813.00	1.00	29,084.00	1.33	38,681.72	1.09	31,701.56	0.80	23,267.20	1.00	29,084.00
18	Remove and Install Irrigation System, complete and in place	1	LS	15,013.78	15,013.78	25,000.00	25,000.00	25,760.00	25,760.00	26,175.50	26,175.50	35,000.00	35,000.00	16,936.00	16,936.00	39,700.00	39,700.00	42,350.00	42,350.00	101,969.00	101,969.00
19	Furnish, Install, and Remove Temporary Irrigation, complete and in place	1	LS	4,433.31	4,433.31	11,500.00	11,500.00	9,000.00	9,000.00	9,600.00	9,600.00	7,500.00	7,500.00	7,308.00	7,308.00	12,500.00	12,500.00	24,200.00	24,200.00	5,000.00	5,000.00
20	Furnish, and Install Bridge Abutment, complete and in place	2	EA	18,006.49	36,012.98	6,700.00	13,400.00	17,500.00	35,000.00	11,535.00	23,070.00	15,500.00	31,000.00	15,080.00	30,160.00	21,300.00	42,600.00	26,021.00	52,042.00	25,000.00	50,000.00
21	Furnish, and Install Pedestrian Bridge, complete and in place	1	LS	138,579.65	138,579.65	150,000.00	150,000.00	170,481.00	170,481.00	109,860.00	109,860.00	150,000.00	150,000.00	223,078.68	223,078.68	167,000.00	167,000.00	169,400.00	169,400.00	153,330.00	153,330.00
					-		-		-		-		-		-		-		-		-
	TOTAL BASE BID				\$ 669,263.71		\$ 747,209.20		\$ 789,800.00		\$ 833,306.00		\$ 908,546.00		\$ 917,777.00		\$ 948,466.56		\$ 1,037,839.45		\$ 1,146,153.00

Denotes math error or difference from total bid stated on proposal

CONSTRUCTION CONTRACT DOCUMENTS

FOR

AUBREY LESLIE PARK

FOR THE

CITY OF AUBREY

107 South Main Street
Aubrey, Texas 76227



March 22, 2024



Westwood

TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301
118 N. Ohio Street, Celina, Texas 75009
(214) 451-2765 Fax (972) 235-9544
www.westwoodps.com

By: Clint A. Bissett, P.E.
License No: 93845
Date: 03/21/2024

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CITY OF AUBREY
LESLIE PARK

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END OF SECTION

Section 00 11 00

CITY OF AUBREY

ADVERTISEMENT FOR BIDS

1st Advertisement: **March 22, 2024**

2nd Advertisement: **March 29, 2024**

The City of Aubrey is soliciting bid proposals for the construction of the following project:

CITY OF AUBREY LESLIE PARK

Sealed proposals must be delivered to:

Physical Address:

City of Aubrey
107 South Main Street
Aubrey, Texas 76227

Mailing Address:

City of Aubrey
107 South Main Street
Aubrey, Texas 76227

Proposals shall be received no later than **April 11, 2024 at 2:00 PM**. The proposals will be publicly opened and read aloud at this time and place. Bids received after this time will be returned unopened. Address proposals to **Charles Kreidler, City Manager**.

The project entails the installation of a prefabricated pedestrian bridge with supporting concrete structures, concrete sidewalk, post-tensioned concrete sports court slab, site furnishings and associated landscape and irrigation improvements.

Contract Documents, including Plans and Specifications, may be examined without charge in the:

Engineer	Owner
Westwood Professional Services, Inc.	City of Aubrey
7557 Rambler Road Suite 1400	107 South Main Street
Dallas, TX 75231	Aubrey, TX 76227
Clint A. Bissett, P.E.	Charles Kreidler, City Manager

Further information regarding this project may be obtained by contacting **Clint A. Bissett, P.E.** at clint.bissett@westwoodps.com.

Advertisement and bid phase information for the Project can be found at the following web site:
www.civcast.com.

Contract Documents may downloaded or viewed free of charge at this web site. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Instructions to Bidders are received. Printed copies of the Contract Documents may be purchased at the website for the cost of printing. The cost for printed Contract Documents is not refunded.

This web site will be updated periodically with addenda, planholders lists, bid tabulations, additional reports or other information relevant to bidding the Project.

To be accepted, a bid must be accompanied by a bid security instrument payable to the City of Aubrey, Texas, in an amount not less than five (5%) percent of the total base bid, in the form of either (a) a cashier's check or certified check on a Texas bank or thrift with FDIC insurance or (b) an acceptable bidder's bond with a surety authorized to operate in the State of Texas.

Performance, Payment and Maintenance Bonds will be required.

In case of ambiguity or lack of clearness in stating bid/proposal prices, the City of Aubrey reserves the right to adopt the most advantageous construction thereof, to reject any or all bids, and to waive formalities. No bid may be withdrawn within ninety (90) days after the date on which bids are opened.

CITY OF AUBREY

Chris Rich

Mayor

END OF SECTION

Section 00 21 00

INSTRUCTION TO BIDDERS

1.01 Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

1.02 Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the City or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

1.03 Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

1.04 Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

1.05 Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall

be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.

- d. The City may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

1.06 Bid Modifications Prior to Bid Opening

- a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the locality prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the locality until the sealed bid is open.

1.07 Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable will be returned to the bidder as soon as practical after the opening of the bids.

1.08 Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the City that the bidder is qualified to carry out properly the terms of the contract.

1.09 Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

1.10 Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

1.11 Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the late arrival of the bid was

solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

1.12 Opening of Bids

The City shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

1.13 Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

1.14 Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

1.15 Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - o Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

1.16 Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

END OF SECTION

Section 00 31 00

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to the City.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.
11. **Are any measures taken to encourage promotions for minorities and women?**
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
13. **Can women be excluded from utilizing any facilities available to men?**
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
14. **What efforts should be utilized to include minority and female contractors and suppliers?**
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
15. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
No, the construction contractor is responsible for its own compliance.
16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

END OF SECTION

Section 00 42 00

BID PROPOSAL

TO:

City of Aubrey
107 South Main Street
Aubrey, Texas 76227

Date: 4/11/2023

Name of Bidder: ALCC, LLC dba Perfect Finish

Phone: 888-645-4333

Street Address: 5501 Fishtrap Road, Suite 331

City and State: Denton, TX

Zip: 76208

Mailing Address: 5501 Fishtrap Road

Suite 331

City and State: Denton, TX

Zip: 76208

The undersigned BIDDER, having examined the site and the Construction Contract Documents, HEREBY PROPOSES to furnish all labor, materials, tools, supplies, and necessary equipment to construct, complete in place and ready for use:

CITY OF AUBREY LESLIE PARK

For the Total Price of:

In Words: Six Hundred Sixty-Nine Thousand Two Hundred Sixty-Three Dollars

and Seventy-One Cents

In Figures: \$ 669,263.71

Maximum contract time required by the Contractor for completion of these improvements, beginning on the date specified in the Notice to Proceed, is 180 Calendar days. Work shall be finally complete no later than July 15, 2024.

Receipt is acknowledged of the following Addenda:

Addendum No. 1 Acknowledged

Addendum No. 2 Acknowledged

Addendum No. 3 _____

ADDENDUM #1

PROJECT NAME: City of Aubrey – Leslie Park

ISSUED: March 29, 2024

BID DATE: April 11, 2024 at 2:00 P.M.

FROM: Westwood Professional Services
118 N. Ohio Street
Celina, Texas 75009

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Contract Documents and Specifications and Construction Plans are inconsistent, this Addendum governs. Acknowledge receipt of this addendum by signing and attaching it to the Contract Documents (inside). Note receipt of the Addendum in the Bid Proposal and on the outer envelope of your bid. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

Prospective bidders are hereby notified of the following:

CLARIFICATIONS

- All light fixtures and any ancillary equipment have been removed from project. The following are lists of changes made to plans and documents.

CONTRACT DOCUMENTS

1. Bid Form is being reissued to reflect removal of lighting from project.
2. Specification Section 02 00 00, PAY ITEM No. 10: FURNISH AND INSTALL LIGHT STANDARDS AND CONNECT TO POWER SOURCE is to be removed in its entirety.

CONSTRUCTION PLANS

1. Remove Plan Sheet L1.00 and replace with attached Plan Sheet L1.00.
2. Remove Plan Sheet S101 and replace with attached Plan Sheet S101.

All other provisions of the plans, specifications and contract documents for the project which are not expressly amended herein shall remain in full force and effect.

Failure to return a signed copy of the addendum with the proposal shall be grounds for rendering the bid non-responsive. A signed copy of this addendum shall be placed into the proposal at the time of bid submittal.

RECEIPT ACKNOWLEDGED:

By: 

By: 
Clint A. Bissett, P.E.
Project Manager

END OF SECTION



SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

Document 00 43 10 - Bid Bond Form (Form May be Supplied by Bidder)
Document 00 45 10 - Form of Business
Document 00 45 13 - Statement of Bidder's Qualifications
Document 00 45 15 - Certificate of Bidder's Experience & Qualifications
Document 00 45 18 - Vendor Compliance with State Law
Document 00 45 19 - Non-Collusion Affidavit
Document 00 45 43 - Resolution of Corporation (Form May be Supplied by Bidder)
Document 00 45 50 - Conflict of Interest Questionnaire (CIQ)

This Proposal, when accepted by the OWNER, shall constitute the CONTRACT between the Parties, together with the appurtenant documents presented in the Table of Contents.

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation.

Bidder: ALCC, LLC dba Perfect Finish

[Print the full name of your proprietorship, partnership, corporation, or joint venture.*]

By: _____

[Signature**]

[Date]

Name: Blake Martino

[Print name]

CEO

[Title]

(Seal - if Bidder is
a Corporation)

ATTEST:

Jess P. - Project Coordinator

* If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

** The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF SECTION

Section 00 42 10

UNIT PRICE BID FORM

TO THE CITY OF AUBREY, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of LESLIE PARK: In the City of Aubrey, Texas, for the following prices, which it is clearly and definitely understood, shall include all construction materials and equipment as set out in the basis of payment in these contractual documents and maintaining same as required by the detailed specifications.

Item No.	Qty. & Unit	Description and Price in Words	PRICE IN FIGURES*	
			Unit Price	Total
1	1 LS	Mobilization of personnel, equipment, and supplies to and from the project site for the sum of <u>Forty Five Thousand Nine Hundred</u> dollars and <u>Eighty Eight</u> cents as a lump sum.	\$45,900.88	\$45,900.88
2	1 LS	Traffic Control for the sum of <u>Three Thousand Three Hundred Eighty</u> dollars and <u>Fourteen</u> cents as a lump sum.	\$3,380.14	\$3,380.14
3	1 EA	Furnish and place Project Sign for the sum of <u>One Thousand Three Hundred Fifty One</u> dollars and <u>Fifty</u> cents per each.	\$1,351.50	\$1,351.50
4	1 LS	Install, maintain, and remove Temporary Erosion, Sedimentation, and Storm Water Pollution Prevention Plan devices for the sum of <u>Seven Thousand Eight Hundred Fifteen</u> dollars and <u>Forty Four</u> cents as a lump sum.	\$7,815.44	\$7,815.44
5	1 LS	General Site Preparation around site for the sum of <u>One Hundred Twenty Six Thousand Four Hundred Forty One</u> dollars and <u>Seventy Eight</u> cents as a lump sum.	\$126,441.78	\$126,441.78
6	1 LS	Furnish and Install 6.9'x4'x1/4" ornamental galvanized steel plate and construct concrete flume , complete and in place, for the sum of <u>Two Thousand Two Hundred Seventy</u> dollars and <u>Zero</u> cents.	\$2,270.00	\$2,270.00
7	445 LF	Furnish and Install 4" thick concrete sidewalk , complete and in place, for the sum of <u>Fifty Eight</u> dollars and <u>Seventy Seven</u> cents per linear foot.	\$58.77	\$26,152.65

Item No.	Qty. & Unit	Description and Price in Words	PRICE IN FIGURES*	
			Unit Price	Total
8	6 EA	Furnish And Install Trash Receptacles , complete, in place, for the sum of <u>Two Thousand Five Hundred Fourteen</u> dollars and <u>Seventy Nine</u> cents per each.	2,514.79	15,088.74
9	9 EA	Furnish And Install 6' Seating Bench , complete, in place, for the sum of <u>Two Thousand Eighty Seven</u> dollars and <u>Ninety One</u> cents per each.	2,087.91	18,791.19
11	14,560 SF	Furnish And Install Concrete Sports courts on post-tension slab , and in place, for the sum of <u>Eleven</u> dollars and <u>Sixty Two</u> cents per square foot.	11.62	169,187.20
12	2 EA	Furnish And Install Basketball Goalposts , complete and in place, for the sum of <u>Five Thousand Five Hundred Twenty Three</u> dollars and <u>Fifteen</u> cents per each.	5,523.15	11,046.30
13	3 EA	Furnish And Install Pickleball nets and posts (2 posts and 1 net per unit) , complete and in place, for the sum of <u>Two Thousand Seven Hundred Ninety Eight</u> dollars and <u>Seventy Three</u> cents per each.	2,798.73	8,396.19
14	140 LF	Furnish And Install 4' tall guardrail fence , complete and in place, for the sum of <u>Sixty Eight</u> dollars and <u>Ten</u> cents per linear foot.	68.10	9,534.00
15	550 LF	Furnish, Install, and Remove Tree Protection Fencing , complete and in place, for the sum of <u>Three</u> dollars and <u>Sixty-Nine</u> cents per linear foot.	3.69	2,029.50
16	12 EA	Furnish And Install 45-Gallon Canopy Tree , complete and in place, for the Sum of <u>Eight Hundred Seventee</u> dollars and <u>Twenty</u> cents per each.	817.20	9,806.40
17	29,084 SF	Install Bermuda Sod grass , complete and in place, for the sum of <u>Zero</u> dollars and <u>Sixty-Two</u> cents per square foot.	0.62	18,032.08
18	1 LS	Remove and Install Irrigation System , complete and in place, for the sum of <u>Fifteen Thousand and Thirteen</u> dollars and <u>Seventy Eight</u> cents per lump sum.	15,013.78	15,013.78
19	1 LS	Furnish, Install, and Remove Temporary Irrigation , complete and in place, for the Sum of <u>Four Thousand Four Hundred Thirty Three</u> dollars and <u>Thirty One</u> cents per lump sum.	4,433.31	4,433.31

Item No.	Qty. & Unit	Description and Price in Words	PRICE IN FIGURES*	
			Unit Price	Total
20	2 EA	Furnish, and Install Bridge Abutment, complete and in place, for the sum of Eighteen Thousand and Six dollars and Forty Nine cents per each.	18,006.49	36,012.98
21	1 LS	Furnish, and Install Pedestrian Bridge, complete and in place, for the sum of One Hundred Thirty Eight Thousand Five Hundred Seventy Nine dollars and Sixty Five cents per lump sum.	138,579.65	138,579.65

TOTAL AMOUNT

\$ 669,263.71

It is definitely understood that in case of a conflict among the prices quoted for any item in the Bid Form on the foregoing pages, the unit price shall govern.

Time is of the essence. The undersigned bidder agrees to begin work within fourteen (14) calendar days following a written Notice to Proceed to be and substantially complete within **150 calendar days** following the start time, but no later than December 31, 2024; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Bid is a Bidder's Bond or Cashier's Check for _____ (\$_____) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the OWNER.

* Total represents total determined by multiplying quantity by total unit price. Unit Labor and Unit Material prices should add to give total unit price set forth in "Description and Price in Words" column.

The undersigned acknowledges receipt of the following addendum:

Addendum No. 1 
Addendum No. 2 
Addendum No. 3 _____

BIDDER:
ALCC, LLC dba Perfect Finish
Company
By: Blake Martino
Please print
Signature: 
Title: CEO
Please print
551 Fishtrap Road, Suite 331
Address
Denton Texas 76208
City State Zip

(Seal if Corporation)

ADDENDUM #2

PROJECT NAME: City of Aubrey – Leslie Park

ISSUED: April 4, 2024

BID DATE: April 11, 2024 at 2:00 P.M

FROM: Westwood Professional Services
118 N. Ohio Street
Celina, Texas 75009

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Contract Documents and Specifications and Construction Plans are inconsistent, this Addendum governs. Acknowledge receipt of this addendum by signing and attaching it to the Contract Documents (inside). Note receipt of the Addendum in the Bid Proposal and on the outer envelope of your bid. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

Prospective bidders are hereby notified of the following:

CLARIFICATIONS

- Contractor will be required to complete a Form 1295 once the contract is awarded.

CONTRACT DOCUMENTS

1. A copy of the Geotech is provided herein as part of the addendum and becomes part of the contract documents.

CONSTRUCTION PLANS

1. No additional items.

All other provisions of the plans, specifications and contract documents for the project which are not expressly amended herein shall remain in full force and effect.

Failure to return a signed copy of the addendum with the proposal shall be grounds for rendering the bid non-responsive. A signed copy of this addendum shall be placed into the proposal at the time of bid submittal.

RECEIPT ACKNOWLEDGED:

By: [Signature]

By: [Signature]
Clint A. Bissett, P.E.
Project Manager

END OF SECTION



SECTION 00 45 10

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/ Residents
Totals				

END OF SECTION

SECTION 00 45 13

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 4/11/2024

Bidder (Legal Name of Firm): ALCC, LLC dba Perfect Finish

Date Organized: _____

Address : 5501 Fishtrap Road, Suite 331

: Denton, TX 76208

Date Incorporated 1/1/2020

Federal ID Number: 32-0617026

Number of Years in contracting business under present name 14

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
Jack Carter Park Improvements	3,793,714.40	8/2024
Keeler Park	1,236,028.55	4/2024

Type of work performed by your company: Paving, Grading, Landscaping, Irrigation

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

80

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
John F. Burke Nature Preserve	1,395,728.16	8/2023

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? ☒ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: 2430 W. University Drive Contact Name: Austin Peterson

City & State: Denton, Texas Zip: 76201 Phone Number: 940-349-5468

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 11th day of April, 2024.



Signature

Blake Martino - CEO
Printed Name and Title

ALCC, LLC dba Perfect Finish Landscaping
Company Name

Notary Statement:

Blake Martino, being duly sworn, says that he/she is the
Position/Title CEO of ALCC, LLC (Firm Name), and hereby swears
that the answers to the foregoing questions and all statements therein contained are true and correct.
He/she hereby authorizes and requests any person, firm, or corporation to furnish any information
requested City/County of Denton in verification of the recitals comprising this
Statement of Bidder's Qualifications.

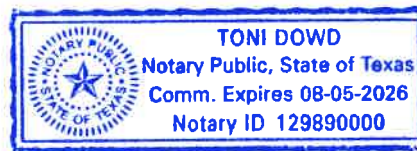
Subscribed and sworn before me this 11th day of April, 2024.

Notary Public

Toni Dowd
Signature

Toni Dowd
Printed Name

My Commission Expires: 8-5-26.



The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

END OF SECTION

**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities that may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 11th day of April, 2024.

ALCC, LLC dba Perfect Finish

Name of Bidder

Contractor's License No. and State


Signature of Bidder

CEO
Title of Signatory

END OF SECTION

Section 00 45 18

VENDOR COMPLIANCE WITH STATE LAW

The 1985 Session of Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders. This law provided for non-resident bidders to bid projects for construction, improvements, supplies or services in Texas. To be awarded these Contracts, non-resident bidder must bid an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable Contract in the state of the non-resident's principal place of business.

NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside of the State of Texas.

Item A: ALL BIDDERS

I hereby certify that our principal place of business is in the State of Texas.

YES ☒ NO ☐

Item B: NON-RESIDENT BIDDERS

Non-resident vendors in _____ (State), our principal place of business, are required to bid _____ % lower than resident bidders by State Law.

Non-resident vendors in _____ (State), our principal place of business, are **not** required to underbid resident bidders.

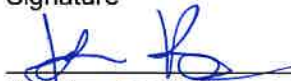
AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract / subcontract work, revocation of permits and / or prosecution.


Signature

4/11/2024

Date

 Project Coordinator
Attest (if Contractor is a Corporation)

4/11/2024

Date

END OF SECTION

SECTION 00 45 16

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS**INSTRUCTIONS**

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes☐ No

The undersigned hereby certifies that:

- ☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- ☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes☒ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

END OF SECTION

Section 00 45 16

Page 1 of 1

NON-COLLUSION AFFIDAVIT

State of Texas §County of Denton §Blake Martino

, being duly sworn, deposes and says that:

- (1) He (she) is CEO of ALCC, LLC
dba Perfect Finish, the Bidder submitting the attached Proposal;
- (2) He (she) is fully informed respecting the preparation and contents of the attached Bid and any and all appurtenances thereof;
- (3) Such Bid is genuine and is not a collusive Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any other person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signature: _____

Title: CEOSubscribed and sworn to me this 11 day of April, 2024

By: _____

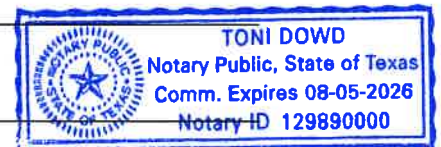


Notary Public in and for _____

Denton

County, Texas

My commission expires _____

8-5-26

END OF SECTION

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

[Name of Corporation / Contractor]

meeting on this 11 day of April, 2024, that Blake Martino,

[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

11 day of, April, 2024.

[Signature]

Secretary/Assistant Secretary

[Signature]

[Seal]



END OF SECTION

SECTION 00 45 60

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, Matthew L. Motes, the duly authorized and acting legal representative of the North Rock Construction, LLC, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: Matthew L. Motes Date: 4/11/2024

Print Attorney's Name: Matthew L. Motes

Texas State Bar Number: 00788084

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company**:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Section 00 61 05

BID BOND

BIDDER (Name and Address):

ALCC, LLC dba Perfect Finish Landscaping
5501 Fishtrap Road, Suite 331
Denton, TX 76208

SURETY (Name and Address of Principal Place of Business):

Ohio Farmers Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001

OWNER (Name and Address):

City of Aubrey
107 South Main Street
Aubrey, TX 76227

BID

BID DUE DATE: April 11, 2024

PROJECT TITLE:

Leslie Park

BOND

BOND NUMBER: N/A

DATE (Not later than Bid due date): April 11, 2024

PENAL SUM: Five Percent of the Greatest Amount Bid

(Words)

(5% GAB)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

ALCC, LLC dba Perfect Finish Landscaping (Seal)
Bidder's Name and Corporate Seal

By:

Signature and Title

Attest:

Signature and Title

SURETY

Ohio Farmers Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

Signature and Title Jay Jordan, Attorney-in-Fact
(Attach Power of Attorney)

Attest:

Signature and Title
Ashlie Dooley, Bond Account Manager

- Note: (1) Above addresses are to be used for giving required notices.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible and responsive Bidder as determined by OWNER for the Work required by the Contract Documents, provided that:
 - A. If there is no such next lowest, responsible and responsive Bidder, and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and
 - B. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by Bidding Documents.
3. This obligation shall be null and void if:
 - A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - B. All Bids are rejected by OWNER, or
 - C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 180 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF SECTION

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **MAY** A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **25th** day of **MAY** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **11th** day of **April** A.D., **2024**.



Frank A. Carrino, Secretary

CONSTRUCTION CONTRACT DOCUMENTS

FOR

AUBREY LESLIE PARK

FOR THE

CITY OF AUBREY

107 South Main Street
Aubrey, Texas 76227



March 22, 2024



Westwood

TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301
118 N. Ohio Street, Celina, Texas 75009
(214) 451-2765 Fax (972) 235-9544
www.westwoodps.com

By: Clint A. Bissett, P.E.
License No: 93845
Date: 03/21/2024

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LESLIE PARK

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END OF SECTION

Section 00 11 00

CITY OF AUBREY

ADVERTISEMENT FOR BIDS

1st Advertisement: **March 22, 2024**

2nd Advertisement: **March 29, 2024**

The City of Aubrey is soliciting bid proposals for the construction of the following project:

CITY OF AUBREY LESLIE PARK

Sealed proposals must be delivered to:

Physical Address:

City of Aubrey
107 South Main Street
Aubrey, Texas 76227

Mailing Address:

City of Aubrey
107 South Main Street
Aubrey, Texas 76227

Proposals shall be received no later than **April 11, 2024 at 2:00 PM.** The proposals will be publicly opened and read aloud at this time and place. Bids received after this time will be returned unopened. Address proposals to **Charles Kreidler, City Manager.**

The project entails the installation of a prefabricated pedestrian bridge with supporting concrete structures, concrete sidewalk, post-tensioned concrete sports court slab, site furnishings and associated landscape and irrigation improvements.

Contract Documents, including Plans and Specifications, may be examined without charge in the:

Engineer	Owner
Westwood Professional Services, Inc.	City of Aubrey
7557 Rambler Road Suite 1400	107 South Main Street
Dallas, TX 75231	Aubrey, TX 76227
Clint A. Bissett, P.E.	Charles Kreidler, City Manager

Further information regarding this project may be obtained by contacting **Clint A. Bissett, P.E.** at clint.bissett@westwoodps.com.

Advertisement and bid phase information for the Project can be found at the following web site:
www.civcast.com.

Contract Documents may downloaded or viewed free of charge at this web site. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Instructions to Bidders are received. Printed copies of the Contract Documents may be purchased at the website for the cost of printing. The cost for printed Contract Documents is not refunded.

This web site will be updated periodically with addenda, planholders lists, bid tabulations, additional reports or other information relevant to bidding the Project.

To be accepted, a bid must be accompanied by a bid security instrument payable to the City of Aubrey, Texas, in an amount not less than five (5%) percent of the total base bid, in the form of either (a) a cashier's check or certified check on a Texas bank or thrift with FDIC insurance or (b) an acceptable bidder's bond with a surety authorized to operate in the State of Texas.

Performance, Payment and Maintenance Bonds will be required.

In case of ambiguity or lack of clearness in stating bid/proposal prices, the City of Aubrey reserves the right to adopt the most advantageous construction thereof, to reject any or all bids, and to waive formalities. No bid may be withdrawn within ninety (90) days after the date on which bids are opened.

CITY OF AUBREY
Chris Rich
Mayor

END OF SECTION

Section 00 21 00

INSTRUCTION TO BIDDERS

1.01 Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

1.02 Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the City or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

1.03 Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

1.04 Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

1.05 Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall

be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.

- d. The City may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

1.06 Bid Modifications Prior to Bid Opening

- a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the locality prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the locality until the sealed bid is open.

1.07 Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable will be returned to the bidder as soon as practical after the opening of the bids.

1.08 Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the City that the bidder is qualified to carry out properly the terms of the contract.

1.09 Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

1.10 Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

1.11 Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the late arrival of the bid was

solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

1.12 Opening of Bids

The City shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

1.13 Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

1.14 Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

1.15 Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - o Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

1.16 Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

END OF SECTION

Section 00 31 00

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to the City.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.
11. **Are any measures taken to encourage promotions for minorities and women?**
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
13. **Can women be excluded from utilizing any facilities available to men?**
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
14. **What efforts should be utilized to include minority and female contractors and suppliers?**
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
15. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
No, the construction contractor is responsible for its own compliance.
16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

END OF SECTION

Section 00 42 00

BID PROPOSAL

TO:

City of Aubrey
107 South Main Street
Aubrey, Texas 76227

Date: _____

Name of Bidder: _____

Phone: _____

Street Address: _____

City and State: _____

Zip: _____

Mailing Address: _____

City and State: _____

Zip: _____

The undersigned BIDDER, having examined the site and the Construction Contract Documents, HEREBY PROPOSES to furnish all labor, materials, tools, supplies, and necessary equipment to construct, complete in place and ready for use:

CITY OF AUBREY LESLIE PARK

For the Total Price of:

In Words: _____ Dollars

and _____ Cents

In Figures: \$_____.

Maximum contract time required by the Contractor for completion of these improvements, beginning on the date specified in the Notice to Proceed, is 180 Calendar days. Work shall be finally complete no later than July 15, 2024.

Receipt is acknowledged of the following Addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

Document 00 43 10 - Bid Bond Form (Form May be Supplied by Bidder)
Document 00 45 10 - Form of Business
Document 00 45 13 - Statement of Bidder's Qualifications
Document 00 45 15 - Certificate of Bidder's Experience & Qualifications
Document 00 45 18 – Vendor Compliance with State Law
Document 00 45 19 - Non-Collusion Affidavit
Document 00 45 43 - Resolution of Corporation (Form May be Supplied by Bidder)
Document 00 45 50 – Conflict of Interest Questionnaire (CIQ)

This Proposal, when accepted by the OWNER, shall constitute the CONTRACT between the Parties, together with the appurtenant documents presented in the Table of Contents.

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation.

Bidder: _____
[Print the full name of your proprietorship, partnership, corporation, or joint venture.*]

By: _____
[Signature**] [Date]

Name: _____
[Print name] [Title]

(Seal - if Bidder is
a Corporation)

ATTEST:

* If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

** The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF SECTION

Section 00 42 10

UNIT PRICE BID FORM

TO THE CITY OF AUBREY, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of LESLIE PARK: In the City of Aubrey, Texas, for the following prices, which it is clearly and definitely understood, shall include all construction materials and equipment as set out in the basis of payment in these contractual documents and maintaining same as required by the detailed specifications.

Item No.	Qty. & Unit	Description and Price in Words	PRICE IN FIGURES*	
			Unit Price	Total
1	1 LS	Mobilization of personnel, equipment, and supplies to and from the project site for the sum of _____ dollars and _____ cents as a lump sum.		
2	1 LS	Traffic Control for the sum of _____ dollars and _____ cents as a lump sum.		
3	1 EA	Furnish and place Project Sign for the sum of _____ dollars and _____ cents per each.		
4	1 LS	Install, maintain, and remove Temporary Erosion, Sedimentation, and Storm Water Pollution Prevention Plan devices for the sum of _____ dollars and _____ cents as a lump sum.		

5	1 LS	General Site Preparation around site for the sum of _____ dollars and _____ cents as a lump sum.		
6	1 LS	Furnish and Install 6.9'x4'x1/4" ornamental galvanized steel plate and construct concrete flume , complete and in place, for the sum of _____ dollars and _____ cents.		

Item No.	Qty. & Unit	Description and Price in Words	PRICE IN FIGURES*	
			Unit Price	Total
7	445 LF	Furnish and Install 4" thick concrete sidewalk , complete and in place, for the sum of _____ dollars and _____ cents per linear foot.		
8	6 EA	Furnish And Install Trash Receptacles , complete, in place, for the sum of _____ dollars and _____ cents per each.		
9	9 EA	Furnish And Install 6' Seating Bench , complete, in place, for the sum of _____ dollars and _____ cents per each.		
10	6 EA	Furnish and Install Light standards and Connect to power source for the sum of _____ dollars and _____ cents per each.		
11	14,560 SF	Furnish And Install Concrete Sports courts on post-tension slab , and in place, for the sum of _____ dollars and _____ cents per square foot.		
12	2 EA	Furnish And Install Basketball Goalposts , complete and in place, for the sum of _____ dollars and _____ cents per each.		
13	3 EA	Furnish And Install Pickleball nets and posts (2 posts and 1 net per unit) , complete and in place, for the sum of _____ dollars and _____ cents per each.		
14	140 LF	Furnish And Install 4' tall guardrail fence , complete and in place, for the sum of _____ dollars and _____ cents per linear foot.		
15	550 LF	Furnish, Install, and Remove Tree Protection Fencing , complete and in place, for the sum of _____ dollars and _____ cents per linear foot.		
16	12 EA	Furnish And Install 45-Gallon Canopy Tree , complete and in place, for the Sum of _____ dollars and _____ cents per each.		
17	29,084 SF	Install Bermuda Sod grass , complete and in place, for the sum of _____ dollars and _____ cents per square foot.		

Item No.	Qty. & Unit	Description and Price in Words	PRICE IN FIGURES*	
			Unit Price	Total
18	1 LS	Remove and Install Irrigation System, complete and in place, for the sum of _____ dollars and _____ cents per lump sum.		
19	1 LS	Furnish, Install, and Remove Temporary Irrigation, complete and in place, for the Sum of _____ dollars and _____ cents per lump sum.		
20	2 EA	Furnish, and Install Bridge Abutment, complete and in place, for the sum of _____ dollars and _____ cents per each.		
21	1 LS	Furnish, and Install Pedestrian Bridge, complete and in place, for the sum of _____ dollars and _____ cents per lump sum.		

TOTAL AMOUNT

\$ _____

It is definitely understood that in case of a conflict among the prices quoted for any item in the Bid Form on the foregoing pages, the unit price shall govern.

Time is of the essence. The undersigned bidder agrees to begin work within fourteen (14) calendar days following a written Notice to Proceed to be and substantially complete within **150 calendar days** following the start time, but no later than December 31, 2024; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Bid is a Bidder's Bond or Cashier's Check for _____ (\$_____) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the OWNER.

* Total represents total determined by multiplying quantity by total unit price. Unit Labor and Unit Material prices should add to give total unit price set forth in "Description and Price in Words" column.

The undersigned acknowledges receipt of the following addendum:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

BIDDER:

Company

By: _____

Please print

Signature: _____

Title: _____

Please print

Address

(Seal if Corporation)

City

State

Zip

SECTION 00 45 10

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/ Residents
Totals				

END OF SECTION

SECTION 00 45 13

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Address : _____

: _____

Date Incorporated _____

Federal ID Number: _____

Number of Years in contracting business under present name _____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
----------	-----------	-----------------

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☐ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: _____ Contact Name: _____

City & State: _____ Zip: _____ Phone Number: _____

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 20____.

Signature

Printed Name and Title

Company Name

Notary Statement:

_____, being duly sworn, says that he/she is the _____ Position/Title _____ of _____ (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____ day of _____, 20 ____.

Notary Public

Signature

Printed Name

My Commission Expires: _____,

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

END OF SECTION

Section 00 45 15

**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities that may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this _____ day of _____, 20____.

Name of Bidder

Contractor's License No. and State

Signature of Bidder

Title of Signatory

END OF SECTION

SECTION 00 45 16

U.S. Department of Housing and Urban Development CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. ☐ Yes ☐ No	
The undersigned hereby certifies that: ☐ The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000). ☐ The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ☐ Yes ☐ No	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

END OF SECTION

Section 00 45 18

VENDOR COMPLIANCE WITH STATE LAW

The 1985 Session of Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders. This law provided for non-resident bidders to bid projects for construction, improvements, supplies or services in Texas. To be awarded these Contracts, non-resident bidder must bid an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable Contract in the state of the non-resident's principal place of business.

NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside of the State of Texas.

Item A: ALL BIDDERS

I hereby certify that our principal place of business is in the State of Texas.

YES _____ NO _____

Item B: NON-RESIDENT BIDDERS

Non-resident vendors in _____(State), our principal place of business, are required to bid _____% lower than resident bidders by State Law.

Non-resident vendors in _____(State), our principal place of business, are **not** required to underbid resident bidders.

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract / subcontract work, revocation of permits and / or prosecution.

Signature

Date

Attest (if Contractor is a Corporation)

Date

END OF SECTION

NON-COLLUSION AFFIDAVIT

State of _____ §

County of _____ §

_____, being duly sworn, deposes and says that:

- (1) He (she) is _____ of _____, the Bidder submitting the attached Proposal;
- (2) He (she) is fully informed respecting the preparation and contents of the attached Bid and any and all appurtenances thereof;
- (3) Such Bid is genuine and is not a collusive Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any other person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signature: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, 20__.

By: _____

Notary Public in and for _____

County, Texas

My commission expires _____

END OF SECTION

Section 00 45 43

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

[Name of Corporation / Contractor]

meeting on this _____ day of _____, 20____, that _____,

[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

_____ day of, _____, 20____.

Secretary/Assistant Secretary

[Seal]

END OF SECTION

SECTION 00 45 60

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

Section 00 46 00

POST-BID PROCEDURES

PART 1 – GENERAL

1.01. IDENTICAL BIDS

In the event of two or more identical low bids, the agreement will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Codes Annotated.

1.02. BID AMBIGUITY

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

1.03. DISQUALIFICATION OF BIDDER(S)

Any bidder(s) may be disqualified and their bid not considered for award by any the following specific reasons:

- A. The bidder is party to any litigation against the City of Aubrey, Texas.
- B. The bidder is delinquent in performance of an existing contract or has defaulted on a previous contract with the City of Aubrey, Texas, or with another party for the same or similar kinds of work.
- C. Reasonable grounds exist for believing that the bidder lacks competency or capacity to satisfactorily and timely perform based on the bidder's financial statement, experience, equipment, existing contractual commitment, etc.

1.04. AGREEMENT, BONDS, INSURANCE AND STATE SALES TAX CERTIFICATES

Within 10 days of receipt of the Notice of Award, the lowest responsible Bidder shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:

- ☒ Document 00 52 00 - Standard Form of Agreement
- ☒ Document 00 61 10 - Performance Bond
- ☒ Document 00 61 15 - Payment Bond
- ☒ Document 00 61 20 - Maintenance Bond
- ☒ Document 00 61 25 - Certificate of Insurance (Form to be Supplied by Contractor)
- ☒ Document 00 61 30 - State Sales Tax - Separated Contract Certificate
- ☒ Document 00 61 40 – Contractor's Act of Assurance
- ☒ Document 00 61 50 – Certification Regarding Debarment

END OF SECTION

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF AUBREY AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between the City of Aubrey (hereinafter called OWNER) and

_____ of the City of _____ ,

County of _____ , State of _____
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. PROJECT SCOPE

The PROJECT for the WORK detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

City of Aubrey Leslie Park

Article 2. CONTRACT TIME.

The Work will be completed within the time stated in the Bid Proposal, and ready for payment in accordance with paragraph 1.51.4 of the General Provisions.

Article 3. CONTRACT PRICE.

3.1. OWNER shall pay CONTRACTOR the prices in the CONTRACTOR'S bid proposal plus additional work performed or when authorized by OWNER.

Article 4. PAYMENT PROCEDURES.

4.1. Payment to CONTRACTOR will be monthly upon receipt of invoices from the CONTRACTOR. All charges are to be less sales tax as OWNER is tax-exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.

5.2. CONTRACTOR has correlated the results of all such observations and studies with the terms and conditions of the Contract Documents.

5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS.

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may

not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.4. SUBCONTRACTING:

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.
2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.
3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State district courts of Denton County, Texas.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

- 8.1 The Contract Documents consist of the documents listed in the table of contents of the Project Manual and the drawings listed on the Sheet Index in the Drawings.
- 8.2 Addenda numbers _____ to _____, inclusive.
- 8.3 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 1.20.2 of the General Provisions. The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).
- 8.4 Contractor's References

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 1.20.2 of the General Provisions.

Article 9. INDEMNIFICATION.

The CONTRACTOR hereby agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, cost, and expenses of persons or property that may arise out of, or be occasioned by, of from any negligent act, or omission of the CONTRACTOR, or any agent, servant, or employee of the CONTRACTOR in the execution of performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective

on the _____ day of _____, 20 ____.

OWNER:

CITY OF AUBREY
107 SOUTH MAIN STREET
AUBREY, TEXAS 76227

CONTRACTOR:

Name: _____

Address: _____

City: _____

State & Zip: _____

By: _____

Chris Rich, Mayor

Print Name

By: _____

Print Name

Telephone Number

CONTRACTOR'S Seal
(if incorporated)

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this _____ day of _____, 20 ____.

OWNER's Attorney

END OF SECTION

Section 00 61 05

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT TITLE: _____

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest _____
Signature and Title

-
- Note: (1) Above addresses are to be used for giving required notices.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible and responsive Bidder as determined by OWNER for the Work required by the Contract Documents, provided that:
 - A. If there is no such next lowest, responsible and responsive Bidder, and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and
 - B. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by Bidding Documents.
3. This obligation shall be null and void if:
 - A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - B. All Bids are rejected by OWNER, or
 - C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 180 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF SECTION

Section 00 61 10
PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the City of Aubrey as Owner, in the sum of _____ Dollars (\$_____) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____, 2024, entered into a Contract with the Owner for:

CITY OF AUBREY LESLIE PARK

as set out in said Contract, a copy of which is by reference made a part hereof;

NOW THEREFORE the conditions of this obligation are such that, if the Principal shall faithfully perform the Contract in accordance with the Plans, specifications and contract documents and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of Principal's default or failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default or failure;

AND FURTHER, that if the Principal shall pay all persons, who have contracts directly with the Principal for labor and/or materials, failing which such persons shall have a direct right of action against the Principal and the Surety under this obligation, subject to Owner's priority, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, in the event Principal is in default under the Contract as defined herein, Surety will within fifteen (15) days of determination by Owner of such default take over and assume completion of said Contract and become entitled to the payment of the balance of the Contract price, subject to Owner's priority.

AND PROVIDED, that if any suit is brought under this Surety Bond, venue shall lie in Denton County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____

Attorney-in-fact

(SEAL)

END OF SECTION

PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Aubrey, as Owner, in the sum of _____ Dollars (\$ _____), for the payment, whereof the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the Owner dated _____, 2024, for:

CITY OF AUBREY LESLIE PARK

NOW THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes of Texas.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, that if any suit is brought under this Payment Bond, venue shall lie in Denton County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____
Attorney-in-fact

(SEAL)

END OF SECTION

Section 00 61 20

MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal (the CONTRACTOR)

and _____, a corporation organized under the laws of the

State of _____ and authorized to do business in the State of Texas as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Aubrey, a municipal corporation, (the OWNER) the sum of:

_____ and _____/100 Dollars
(One hundred (100%) percent of final contract price)

(\$ _____) for the payment of which sum well and truly to be made unto said City of Aubrey and its successors, said Principal and Surety do hereby bind themselves, their assigns, and successors jointly and severally. This obligation is conditioned, however, that, whereas said CONTRACTOR has this day entered into a written contract with said City of Aubrey to build and construct the following project:

City of Aubrey Leslie Park

which contract and the plans and specifications therein mentioned and adopted by the City of Aubrey are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the specifications and contract, it is provided that the CONTRACTOR shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and perform for a period of two (2) years. The period shall be two (2) years from the date of final acceptance as shown on the "Letter of Final Acceptance" as issued by the ENGINEER.

The CONTRACTOR agrees to make all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the constructed work. The CONTRACTOR shall reimburse the OWNER for the costs of all Engineering and special services required to be furnished by the OWNER which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is being understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said CONTRACTOR under the conditions prescribed by the Contract Documents. In case the said CONTRACTOR shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the OWNER, it is agreed that the OWNER may do said work and supply such materials and the said CONTRACTOR and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of the said Contract and this Maintenance Bond.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, _____ (CONTRACTOR) has caused by these presents to be executed by _____ (CONTRACTOR'S Principal) and the said Surety, _____, has caused these presents to be executed by its Attorney-In-Fact who has hereto set his/her hand this _____ day of _____, 20____.

Contractor

Surety

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attest:

Attest:

Name and Title

Name and Title

Company or Employer

Company or Employer

The name and address of the Resident Agent of the Surety is:

Name: _____

Firm Name: _____

Address: _____

City, State, Zip _____

Telephone: _____

For additional information on the above-named surety, you may contact the Texas Department of Insurance at (800) 578-4677.

NOTES:

1. Power of Attorney must be attached.
2. The Maintenance Bond effective date will begin when the "Final Letter of Acceptance" is issued by the Owner.

END OF SECTION

Section 00 61 20

Page 2 of 2

Section 00 61 25

CERTIFICATE OF INSURANCE

Insert following this page Certificate(s) of Insurance on form supplied by Contractor's insurance provider(s).

END OF SECTION

Section 00 61 40

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared _____, Affiant,
[Affiant]

who being by me duly sworn on his oath stated that he is _____, of
[Title]

the _____, Contractor, that he is authorized to represent Contractor
[Contractor]

pursuant to provisions of a resolution adopted on this _____ day of _____, 20____. A duly
certified copy of such resolution is attached to and is hereby made a part of this document.

Affiant, in such capacity declares and assures the Owner that Contractor will construct the Project in accordance
with sound construction practice, all laws of the State of Texas, and the regulations of the Owner.

[Affiant]

SWORN AND SUBSCRIBED before me on this _____ day of _____, 20____.

Notary Public in and for the State of TEXAS

[Print or Type Notary Public Name]

My Commission Expires: _____

[Expiration Date]

[Seal]

END OF SECTION

Section 00 61 50

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

[Typed Name of Company:]

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

[Date]

If unable certify the above statements, explanation is attached.

END OF SECTION

SECTION 00 72 00

GENERAL CONDITIONS - PART I FOR CONSTRUCTION

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed by the City of Aubrey and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- (a) The term "Contract" means the Contract executed between the City of Aubrey, hereinafter called the "City" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means Westwood, Engineer in charge, serving the City with architectural or engineering services, his successor, or any other person or persons, employed by the City for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision by Contractor

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in publicly funded contracts.
- (b) No proposed subcontractor shall be disapproved by the City except for cause.
- (c) The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the City to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

(b) Final Payment

- 1) After final inspection and the acceptance by the City of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final estimate, City shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The City may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the City under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the City shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The City may withhold any payment due the Contractor as deemed necessary to protect the City, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The City may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety

or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the City prior to execution of same.

- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the City may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or benchmarks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the City and work shall not proceed except at the Contractor's risk, until written instructions have been received from the City.
- (d) If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

- (a) Right of the City to Terminate Contract for Convenience

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any

payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

(b) Right of the City to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the City for any excess cost incurred. In such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the City as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$500.00 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the City for the amount thereof.

(d) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the City;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical

Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the City.

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in five (5) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the City not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information which should be furnished by the City under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The City may require the Contractor to dismiss from the work such employee or employees as the City or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The City will pay all other expenses.

16. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the City.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the City, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of City.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the City from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all time conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the City, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the City at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved

source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the City and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the City and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the City sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the City.
- (d) Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by City

The City and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The City will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the City.

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts stated in Specification Section 00 73 10 Special Provisions.
- (c) Proof of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or

relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 24 months from the date of final acceptance of the work.

29. Job Offices

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The City shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the City, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The City may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, the Public Works Director or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

32. Access to Information

- (a) The City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the contract award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's contract with the Contractor.
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

33. Records Retention

- (a) The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or city requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Conflicts of interest.

- (a) Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of award between Contractor and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between the Contractor and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between Contractor and the City or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between Contractor and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

36. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

37. Procurement of Recovered Materials

The Contractor shall comply with section 6002 of the Solid Waste Act, as amended by the Resource Conservation and Recovery Act, procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000 as long as such procurement is economically feasible.

38. [For Contracts that exceed \$100,000] Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

39. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

40. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

41. Equal Opportunity Clause [applicable to contracts and subcontracts over \$10,000].

During the performance of this contract, the Contractor agrees as follows:

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

42. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

43. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

44. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

45. Contract Documents and Drawings

The City will furnish the Contractor without charge three (3) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

46. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the City in the Notice to Proceed, and shall be fully completed within 120 calendar days thereafter.

47. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

48. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

END OF SECTION

SPECIAL CONDITIONS

Part 1 – GENERAL

- 1.1 PROJECT SPECIFICATIONS: Technical Specifications for the project shall consist of the following:
- A. Specific and general notes, instructions, and specifications included herein and on the Construction Plans.
 - B. "Standard Specifications for Public Works Construction, North Central Texas", October 2004 edition, as prepared by the North Central Texas Council of Governments.
- 1.2 DISCREPANCIES: In the event the information on the plan set differs from the information provided in the specifications, the plan set shall govern.
- 1.3 CONSTRUCTION STAKING: The Contractor shall be responsible for the establishment of all lines and grades required for completion of the construction of these improvements.
- 1.4 CONSTRUCTION OBSERVATION: The OWNER will provide, at their expense, Construction Observation during the course of the project.
- 1.5 UNIT PRICES: This project shall be administered as a unit price project. Payment to the Contractor shall be made based upon actual quantities completed for each item. Items included in the unit prices shall include material, labor, backfill, excavation, embedment and other incidental items required to complete the project.
- 1.6 PAYMENT FOR WORK COMPLETED: Upon completion of the project, and acceptance of the improvements by the OWNER, the Contractor shall submit a final request for payment based on work actually completed. Monthly requests for partial payment for work completed and material stored on-site shall be made. If the project is suspended for more than 30 days by the OWNER, at no fault of the Contractor, the Contractor shall submit a request for partial payment as outlined in the Specifications.
- 1.7 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A. The date of commencement will be fixed in a Notice to Proceed issued by the OWNER.
 - B. The Contractor shall achieve Substantial Completion of the entire work not later than fifty (50) Calendar Days from the date established on the Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.
- 1.8 INSURANCE: The Contractor will be required to provide insurance as outlined in the Insurance Requirements Section.
- 1.9 STORMWATER POLLUTION CONTROL
- A. Comply with the current requirements of TPDES General Permit No. TXR15000 (General Storm Water Permit) set forth by the Texas Commission on Environmental Quality for the duration of the Project:
 - 1. Develop a Storm Water Pollution Prevention Plan meeting all requirements of the General Storm Water Permit.
 - 2. Submit of a Notice of Intent to the Texas Commission on Environmental Quality.
 - 3. Develop and implement appropriate Best Management Practices as established by local agencies of jurisdiction.
 - 4. Provide all monitoring and/or sampling required for reporting to the Texas Commission on Environmental Quality.

5. Submit reports to the Texas Commission on Environmental Quality as required as a condition of the permit.
 6. Submit copies of the reports to the Construction Manager as Record Data in accordance with Section 01 33 00 Submittal Procedures.
 7. Retain copies of these documents on-site at all times for review and inspection by the Owner or regulatory agencies. Post a copy of the permit as required by regulations.
 8. Pay all costs associated with complying with the provisions of the General Storm Water Permit. Assume solely responsible for implementing, updating, and modifying the General Storm Water Permit per regulatory requirements the Storm Water Pollution Prevention Plan and Best Management Practices.
- B. Use forms required by the Texas Commission on Environmental Quality to file the Notice of Intent. Submit the Notice of Intent at least two days prior to the start of construction. Develop the Storm Water Pollution Prevention Plan prior to submitting the Notice of Intent. Provide draft copies of the Notice of Intent, Storm Water Pollution Prevention Plan, and any other pertinent Texas Commission on Environmental Quality submittal documents to Owner for review prior to submittal to the Texas Commission on Environmental Quality.
- C. Return any property disturbed by construction activities to either specified conditions or pre-construction conditions as set forth in the Contract Documents. Provide an overall erosion and sedimentation control system that will protect all undisturbed areas and soil stockpiles/spoil areas. Implement appropriate Best Management Practices and techniques to control erosion and sedimentation and maintain these practices and techniques in effective operating condition during construction. Permanently stabilize exposed soil and fill as soon as practical during the Work.
- D. Assume sole responsibility for the means, methods, techniques, sequences, and procedures for furnishing, installing, and maintaining erosion and sedimentation control structures and procedures and overall compliance with the General Storm Water Permit. Modify the system as required to effectively control erosion and sediment.
- E. Retain copies of reports required by the General Storm Water Permit for three years from date of final completion

1.10 POLLUTION CONTROL

- A. Prevent the contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations. Provide adequate measures to prevent the creation of noxious air-borne pollutants. Prevent dispersal of pollutants into the atmosphere. Do not dump or otherwise discharge noxious or harmful fluids into drains or sewers, nor allow noxious liquids to contaminate public waterways in any manner.
- B. Provide equipment and personnel and perform emergency measures necessary to contain any spillage.
 1. Contain chemicals in protective areas and do not dump on soil. Dispose of such materials at off-Site locations in an acceptable manner.
 2. Excavate contaminated soil and dispose at an off-Site location if contamination of the soil does occur. Fill resulting excavations with suitable backfill and compact to the density of the surrounding undisturbed soil.
 3. Provide documentation to the Owner which states the nature and strength of the contaminant, method of disposal, and the location of the disposal Site.
 4. Comply with local, State and Federal regulations regarding the disposal of pollutants.

END OF SECTION

SECTION 00 73 50

LOCAL SPECIAL PROVISIONS

1. Purpose of Special Provisions

This project shall be constructed in accordance with the CITY OF AUBREY SPECIAL CONSTRUCTION SPECIFICATIONS and the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION as issued by the North Central Texas Council of Governments, as it may be amended from time to time, hereinafter referred to as COG SPECS which standard specifications, including the General Conditions of the Agreement therein contained, as specifically incorporated herein and made a part of this agreement the same as if written herein; provided that where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.

The Special Provisions are included herein for the purpose of adapting the Standard Specifications to the project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the agreement in its entirety.

2. Scope of Work

- A. The work governed by these specifications is located in the City of Aubrey, Texas, and consists of the installation of a prefabricated pedestrian bridge with supporting concrete structures, concrete sidewalk, post-tensioned concrete sports court slab, site furnishings and associated landscape and irrigation improvements.
- B. The intent of the contract documents, including the Standard Specifications, Special Provisions, and other instruments, documents, drawings, maps, etc., comprising the Plans and Specifications, is to describe a completed work to be performed by the Contractor under the contract as an independent contractor.

3. Bonds, Insurance and Affidavits

The following bonds and proof of insurance shall be filed with the Owner as a condition of the contract, together with appropriate powers of attorney.

- A. Performance, Payment and Maintenance Bonds: Performance, payment and maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company acceptable to and approved by the Owner, authorized to do business in the State of Texas, acceptable for underwriting of risks as indicated by the latest revision, Treasury Department Circular 570, listing acceptable sureties on Federal Bonds. The period of the Maintenance Bond shall be one year from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in the Special Conditions.
- B. Insurance: Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers' Compensation
Employer's Liability

Statutory Limit
\$100,000 Each Occurrence
\$500,000 Disease

Liability Insurance

Commercial General Liability
(No standard coverages are to be
excluded by endorsement.)

\$500,000 Combined
Single Limit

Automobile Liability Insurance

Commercial Auto Liability Policy
(including coverage for owned,
hired, and non-owned autos)

\$500,000 Combined
Single Limit

It is agreed by all parties to this contract that the insurance required under this contract shall:

- (1) Be written with the City of Aubrey as an additional insured.
- (2) Provide for thirty days' notice of cancellation to the City, for non-payment of premium, material change, or any other cause.
- (3) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (4) Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Aubrey, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
- (5) Provide a Certificate of Insurance evidencing the required coverages to the City of Aubrey.

4. Indemnification

To the fullest extent permitted by Laws and Regulations Contractor shall indemnify and hold harmless Owner and his consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of omission of Contractor, and Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts or other employee benefit acts.

5. Addendum

The Owner reserves the right to issue an addendum to the Special Provisions prior to accepting bids for the work. Such addendum(s) shall be, and are hereby made a part of these specifications. Upon receipt of the addendum(s), the Contractor shall acknowledge their receipt by listing the addendum(s) and signing in the appropriate spaces in the Bid Form.

A statement acknowledging receipt of each addendum identified by its number should be shown on the bid envelope.

6. Time for Completion and Liquidated Damages

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times specified, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$500.00) for each day that expires after the time specified until the work is substantially complete. The time established for the final completion of the Base Bid is 150-calendar days.

7. Computation of Contract Time for Completion

If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional days will be considered, equal to the time which, in the opinion of the city, the work as a whole is delayed. However, the completion time can only be changed by the execution of a supplemental agreement.

Holiday Listing:

January 1st	First Monday in September
Martin Luther King Day	Fourth Thursday in November
President's Day	Friday after Thanksgiving
Good Friday	December 24th
Last Monday in May	December 25th
July 4th	

Time will be charged for all days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor which could impede the prosecution of the work.

Request to work on a Saturday or Sunday shall be received in written form by the preceding Thursday by 5:00pm. Request to work on any of the eleven legal holidays listed above shall be received in written form 48-hours prior to the listed holiday.

Work on Sunday and on the eleven legal holidays listed above will be permitted only with written permission from the City of Aubrey.

The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.

The Contractor shall begin the work to be performed under the contract within 14 days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will

enable him to complete the work within the time limit specified. He shall not open up work to the detriment of work already begun. The Contractor shall conduct his operations so as to impose a minimum interference to traffic.

8. Delays

The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of Owner or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this Contract, whether relating to time or performance or otherwise, Owner makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or method or as to whether the performance of the contract can be completed by the time required under this contract or by any other time.

Wherever in connection with this Contract it is required, expressly or otherwise, that Owner shall perform any act relating to the Contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the Owner as to the time of such performance and the delay of Owner in fulfilling such requirement shall not result in liability of any kind on the part of Owner except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this Contract. Requests for time extensions must be received in writing by the Engineer and the Owner within 7 calendar days of the event prompting the request.

TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER: This provision specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines adverse weather days to be anticipated monthly. The listing is based upon data from the National Oceanographic & Atmospheric Administration (NOAA) or similar data.

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS											
<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
13	12	12	9	10	9	10	10	7	8	10	12

The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the Notice To Proceed and continuing throughout the contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (include weekends and holidays) and compared to the monthly anticipated adverse weather in the schedule above. The term "actual adverse weather days" shall include days impacted by actual adverse weather days.

The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in the schedule above have occurred, the Engineer, upon the Contractor's written request, will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. The Contractor's written request must be received within seven (7) calendar days of

the requested day. Before adverse weather entitlement is granted, the Contractor must demonstrate fifty percent or more of the individual workdays were affected by the subsequent adverse weather. The adverse weather must also delay work critical to the timely completion of the project. The Engineer will convert any delays meeting the above requirements to calendar days and issue a modification.

For all weather dependent activities, the Contractor's schedule must reflect the anticipated adverse weather delays noted above.

The following is considered as adverse weather: Weather of a nature where workers cannot perform work as scheduled or gain access to the work site (i.e. hurricane, tornado, high winds, floods, extremely cold weather, ice storm, sleet, heavy snow storm, et cetera).

9. Prevailing Wage Rates

In accordance with Texas Law, the prevailing wage rates as set forth in Section 3 of the contract documents shall be complied with on this project. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews with the Contractor's employees to insure compliance with Section 3 of the contract documents in accordance with applicable State and Federal Laws.

Upon written request by the City, the general contractor shall be responsible for submitting payroll information to the City of Aubrey for all employees performing work on the project, whether employed by the general contractor or a subcontractor to the general contractor. Each submittal shall be certified by the general contractor as to completeness and accuracy.

Upon review of the payroll information, if it is found that the Contractor is not in compliance with Section 3 of the contract documents, written notice will be given to the Contractor that he has fifteen (15) calendar days from the date of the notice to rectify the situation. Each person being paid less than the appropriate rate shall be paid the balance due them. Written documentation shall be submitted substantiating payment. If the situation is not rectified within fifteen (15) calendar days, a public hearing will be scheduled to resolve the matter.

Based on the judgment rendered at the public hearing, the Contractor could be penalized as follows:

- A. The Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each person for each calendar day the person is paid less than the appropriate rate as set forth in Section 3. This penalty will be deducted from the next monthly estimate on the project.
- B. The City shall also retain on the next monthly estimate any amounts determined to be owed to the person(s) because of failure to comply with Section 3 of the contract documents. The City will then proceed with reimbursing the person(s) directly any amounts determined to be owed to them due to failure to comply with Section 3. The City will then deduct from the Contractor's monthly estimate any administrative costs incurred in implementing this action.

The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred.

10. Construction Water

Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. There will be a fee and deposit for furnishing the meter. The meter is to be read and billed each month in accordance with the current Customer Services Policy. Any damage that occurs to the meter during this time will be repaired by the City of Aubrey at the expense of the Contractor. The cost of the repairs will be deducted from the deposit and the remaining deposit returned to the Contractor. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. If the meter is set on a fire hydrant, a valve shall be provided so that the flow of the water is not controlled by the operating nut on the fire hydrant. Where water is necessary only to settle dust on the street at the request of the property owners, the City will notify the Contractor. The necessary application of water for dust control shall be considered subsidiary to the other bid items listed in SECTION 6 – BID PROPOSAL SCHEDULE of this contract.

11. Price for Materials and Labor

This contract is issued by an organization which qualified for exemption pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act. All equipment and materials not consumed by or incorporated into the project construction, are subject to State sales tax under House Bill 11, enacted August 15, 1991. All such taxes shall be included in the various amounts on the Proposal form. The Bidder shall submit a breakdown between labor and material costs as set up in the Proposal (Section 6).

The Bidder is cautioned that the state law regarding tax exemption for Capital Improvement projects has been revised. The Contractor shall be responsible for obtaining the latest information from the State Comptroller's office and bidding accordingly.

12. Access to Private Properties

The Contractor shall put all private drives in an accessible condition to allow residents ingress and egress before leaving the job site for an extended period of time, except during the pouring and curing of drive approaches. "Extended period of time" is defined as overnight, weekends, holidays, or periods of inclement weather. The Contractor will leave with the City of Aubrey the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

13. Use of Private Property

The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. The Contractor shall not at any time use water metered by meters set for the property owners use without written permission of the property owner.

14. Protection of the Public

(COG 1.29.2) The Contractor shall at all times conduct the work in such manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at this entire expense.

Materials placed on the site or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

The Owner reserves the right to remedy any neglect on the part of the Contractor as regards to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the Owner shall be deducted from monies due or to become due to the Contractor.

15. Protection of Adjacent Property

The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and men. The Contractor shall be responsible for notifying the property owners in advance of any trimming to be done on the trees. The Contractor will notify the City of any trees, shrubs, or bushes that must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the Engineer or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the City of Aubrey.

16. Testing

The City, as it deems necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the City except as specifically noted within this special provision or the project specific specifications in Section 12. The failure of the City to perform any tests shall in no way relieve the Contractor of the responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the Owner may require for collecting and forwarding samples and shall not, without specific written permission of the city engineer, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the Owner.

17. Defective Materials, Equipment or In-Place Construction

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.
- B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the City. Test made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the City and the cost of such tests will be the expense of the Contractor.

18. Existing Utilities

The Contractor will make every effort to protect existing utilities. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the City. Any utility damaged by the Contractor during the construction shall be suitably replaced at the Contractor's expense.

19. Signing and Traffic Control

The Contractor will be responsible for proper signing and flagging of traffic in accordance with Section IV of the Texas Manual on Uniform Traffic Control Devices adopted by the Texas DOT. Barricades will be illuminated if left in place overnight.

20. Inspection

The Contractor shall notify the Director of Public Works and the City Engineer with the City of Aubrey prior to beginning construction and shall keep the city's Construction Observer informed as to the schedule for performance of the work.

21. Disposal of Excess Material

The disposal of excess material resulting from construction shall be removed and disposed of by the Contractor. The location of suitable disposal sites is solely the responsibility of the Contractor; the Owner shall in no way be responsible for the actions of the Contractor. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

22. Investigation of Local Conditions

Prior to the submission of the proposal, the Contractor shall have made a careful examination of the site of the work and of the contract documents, including the plans and specifications, and shall become informed as to the location and nature of the proposed construction, the kind of facilities required before and during the construction period, labor conditions, and all other matters that may affect the cost and time of completion of the work. Particular attention is called to the fact that all excavation will be unclassified and the Contractor is expected to satisfy himself fully as to the nature of the excavation. A Pre-Construction Meeting shall be held prior to the commencement of work. The contractor shall provide a Pre-Construction video prior to receipt of the first payment. The video shall be provided in a format acceptable to the city. The intent of the video shall be to establish project area conditions prior to construction.

23. Cleanup

The contractor will be responsible for keeping the job site reasonably neat and orderly at all times. Trash will be picked-up and excess materials properly stockpiled at the end of each working day.

Before the project is accepted by the City, all construction debris shall be removed. All cleanup work shall be considered subsidiary to the various other bid items and will not be paid for directly.

24. Final Inspection

The City will perform a final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the City at the time of such inspection, the City will inform the Contractor as to the particular defects to be remedied before final acceptance.

Section 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following items are listed to illustrate the overall nature of the project. By no means is this listing to be considered complete. For a complete description of the project, see the Drawings and other documents in the Project Manuals.

Installation of a prefabricated pedestrian bridge with supporting concrete structures, concrete sidewalk, post-tensioned concrete sports court slab, site furnishings and associated landscape and irrigation improvements

1.03 CASH ALLOWANCES

- A. Include the Cash Allowances shown in the Proposal.

1.04 ALTERNATES

- A. Include the Alternates shown in the Proposal.

1.05 OWNER FURNISHED PRODUCTS

- A. The Owner will furnish no products.

1.06 OWNER FURNISHED UTILITIES

- A. The Owner will furnish no utilities.

1.07 WORK SEQUENCE

- A. Work sequence will be the responsibility of the Contractor using good construction practices.
- B. Coordination of the Work: Refer to Section 01 31 10 – Coordination and Meetings.

1.08 CONTRACTOR USE OF PREMISES

- A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01 14 50 - Use of Premises.
- B. Construction Operations: Limited to Owner's site, rights-of-way and/or easements provided by Owner.
- C. Utility Outages and Shutdown: Provide notification to the Owner and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

- A. Comply with warranty requirements in accordance with Document 00 72 00 – Standard General Conditions of the Construction Contract.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 01 11 00

Page 1 of 1

Section 01 14 50

USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

1.02 RIGHTS-OF-WAY

- A. Confine access and operations and storage areas to rights-of-way provided by Owner as stipulated in Document 00 72 00 – Standard General Conditions of the Construction Contract; trespassing on abutting lands or other lands in the area is not allowed.
- B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of rights-of-way.
- C. Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by Resident Project Representative.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

- A. Altering the condition of properties adjacent to and along rights-of-way will not be permitted.
- B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.
- C. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Resident Project Representative and at no cost to the Owner.

1.04 USE OF SITE

- A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.
- B. Notify Resident Project Representative at least 48 hours prior to closing a street for a street crossing. Permission for street closures is required in advance and are the responsibility of the Contractor.
- C. Maintain access for emergency vehicles including access to fire hydrants.
- D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.
- E. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work at no separate payment.
- F. Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

- A. Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.
- B. Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.

- C. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

- A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.
- B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

- A. Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time.
- B. Remove surplus materials and debris and open each block for public use as work in that block is complete.
- C. Acceptance of any portion of the Work will not be based on return of street to public use.
- D. Avoid obstructing driveways or entrances to private property.
- E. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

- A. Provide traffic control plan, traffic control, flagmen, signals, control devices, lights, traffic signals, barricades and signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.

1.09 SURFACE RESTORATION

- A. Restore site to condition existing before construction to satisfaction of Resident Project Representative.
- B. Repair paved and turf areas which became damaged in accordance with the applicable provisions of the Contract.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Options for making product or process selections.
- B. Procedures for proposing equivalent construction products or processes.

1.02 DEFINITIONS

- A. **Product:** Means materials, equipment, or systems incorporated into the Project. Product does not include machinery and equipment used for production, fabrication, conveying, and erection of the Work. Products may also include existing materials or components designated for reuse.
- B. **Process:** Any proprietary system or method for installing system components resulting in an integral, functioning part of the Work. For this Section, the word Product includes Processes.

1.03 SELECTION OPTIONS

- A. **Approved Products:** Construction products or processes of certain manufacturers or suppliers designated in the Specifications followed by the words "or approved equal." Approval of alternate products or processes not listed in the Specifications may be obtained through provisions for product options and substitutions in Document 00 72 00 – Standard General Conditions of the Construction Contract, and by following the submittal procedures specified in 01 33 00- Submittal Procedures.
- B. **Product Compatibility:** To the maximum extent possible, provide products that are of the same type or function from a single manufacturer, make, or source. Where more than one choice is available as a Contractor's option, select a product which is compatible with other products already selected, specified, or in use by the Owner.

1.04 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor's responsibility related to product options and substitutions is defined in Document 00 72 00 - General Conditions.
- B. Furnish information the Engineer deems necessary to judge equivalency of the alternate product.
- C. Pay for laboratory testing, as well as any other review or examination costs, needed to establish the equivalency between products in order to obtain information upon which the Engineer can base a decision.
- D. If the Engineer determines that an alternate product is not equal to that named in the Specifications, the Contractor shall furnish the specified products.

1.05 ENGINEER'S REVIEW

- A. Alternate products or processes may be used only if approved in writing by the Engineer. The Engineer's determination regarding acceptance of a proposed alternate product is final.
- B. Alternate products will be accepted if the product is judged by the Engineer to be equivalent to the specified product or to offer substantial benefit to the Owner.
- C. The Owner retains the right to accept any product or process deemed advantageous to the Owner, and similarly, to reject any product or process deemed not beneficial to the Owner.

1.06 SUBSTITUTION PROCEDURE

- A. Collect and assemble technical information applicable to the proposed product to aid in determining equivalency as related to the approved product specified.
- B. Submit a written request for a construction product to be considered as an alternate product.
- C. Submit the product information after the effective date of the Agreement.
- D. Submit five (5) copies of each request for alternate product approval. Include the following information:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 - 2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature with product description, performance and test data, and reference standards.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product was used and date of installation. Include the name of the Owner, Architect/Engineer, and installing contractor.
 - 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - 4. Itemized comparison of proposed substitution with product or method specified.
 - 5. Data relating to changes in construction schedule.
 - 6. Relation to separate contracts, if any.
 - 7. Accurate cost data on proposed substitution in comparison with product or method specified.
 - 8. Other information requested by the Engineer.
- E. Approved alternate products will be subject to the same review process as the specified product would have been for shop drawings, product data, and samples.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 26 10

PROJECT PROCEDURAL DEFINITIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section defines and explains certain terms in order to minimize potential misunderstandings between the Owner, the Owner's Resident Project Representative, Contractor, and Engineer.

1.02 TERMS, DEFINITIONS, AND EXPLANATIONS

- A. Drawing/Plan Clarification: An answer from the Resident Project Representative or Engineer, in response to an inquiry from the Contractor, intended to make some requirement(s) of the Drawings or Plans clearly understood. Drawing/Plan clarifications may be sketches, drawings, or in narrative form and will not change any requirements of the Drawings or Plans. Responses to Contractor inquiries shall be outlined in Section 01 26 15.
- B. Notice of Defects: A notice issued by the Engineer documenting that the work or some portion thereof has not been performed in accordance with the requirements of the Contract Documents. Payment shall not be made on any portion of the work for which a Notice of Defect has been issued and the work not corrected to the satisfaction of the Engineer. Upon receipt of a Notice of Defect, the Contractor shall provide a written Response to Notice of Defect within ten (10) working days after receipt of the Notice. The Contractor's response shall be in accordance with Section 108 of the General Conditions.

If the Contractor disputes issuance of the Notice of Defect, the Resident Project Representative has ten (10) working days in which to respond by either:

1. withdrawing the Notice of Defect, or
2. directing the Contractor to correct the work. Such determination by the Resident Project Representative shall be final and conclusive of the matter.

If directed to correct the work, the Contractor shall do so within ten (10) working days after receipt of such direction from the Resident Project Representative, or such other time as may be agreed to with the Resident Project Representative.

- C. Project Communications: Routine written communications between the Owner, Engineer, and the Contractor shall be in letter or field memo format. Such communications shall not be identified as Requests for Information or Request for Technical Instructions nor shall they substitute for any other written requirement pursuant to the provisions of these Contract Documents.
- D. Request for Information/Request for Technical Instructions: A request from the Contractor, to the Resident Project Representative or Engineer, seeking an interpretation or a clarification of some requirement of the Contract Documents. The Contractor shall clearly and concisely set forth the issue for which it seeks clarification or interpretation and why a response is needed from the Resident Project Representative or Engineer. The Contractor shall, in the written request, set forth its interpretation or understanding of the Contract's requirements along with reasons why it has reached such an understanding. Responses from the Resident Project Representative or Engineer will not change any requirements of the Contract Documents.

Responses to Contractor inquiries shall be as outlined in Section 01 26 15.

- E. Substitution/Or-Equal Submittals: A written request from the Contractor to substitute a material, article, device, product, fixture, form, type of construction, or process called for in the Contract Documents with another item that shall be substantially equal in all respects to that so indicated or supplied.

- F. Schedule Submittals: When required, the Contractor shall submit schedules, schedule updates, schedule revisions, time impact analysis, etc., for review and acceptance.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

Section 01 26 15

REQUESTS FOR INFORMATION / TECHNICAL INSTRUCTIONS (RFI'S/RFTI'S)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes mandatory procedures and sets forth policies to be followed in requesting technical information or clarification.

1.02 PROCEDURES AND POLICIES

- A. In the event that the Contractor or Subcontractor, at any tier, determines that some portions of the Drawings, Specifications, or other Contract Documents require clarification or interpretation by the Owner or Engineer, the Contractor shall submit a Request for Information or a Request for Technical Instructions in writing to the Resident Project Representative. RFI's/RFTI's may only be submitted by the Contractor. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI/RFTI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
- B. The Owner acknowledges that this is a complex project and its successful completion will be a cooperative effort between all parties. The Owner does not intend to limit or restrict communications between any of the parties.
- C. The Resident Project Representative will review all RFI's/RFTI's to determine whether they are Requests for Information or Request for Technical Instructions within the meaning of this term. If the Resident Project Representative determines that the document is not an RFI/RFTI, it will be returned to the Contractor, unreviewed as to content, for resubmittal in the proper manner.
- D. Responses to Requests for Information/Request for Technical Instructions shall be issued within ten (10) working days of receipt of the request from the Contractor unless the Resident Project Representative or Engineer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Resident Project Representative or Engineer, they will, within ten (10) working days of the receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a Request for Information /Request for Technical Instructions on an activity within ten (10) working days or less of float on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Resident Project Representative or Engineer to respond to the request provided that the Resident Project Representative or Engineer responds within ten (10) working days set forth above.
- E. Responses from the Resident Project Representative or Engineer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a Request for Information / Request for Technical Instructions will cause a change to the requirements of the Contract Documents, the Contractor shall immediately give written notice to the Engineer stating that the Contractor considers that the response warrants a Change Order. Failure to give such written notice within ten (10) working days shall waive the Contractor's right to seek additional time or cost under the General Conditions.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

CHANGE ORDER PROCEDURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

- A. Procedures for processing Change Orders, including:
 - 1. Assignment of a responsible individual for approval and communication of changes in the Work;
 - 2. Documentation of change in Contract Price and Contract Time;
 - 3. Change procedures, using proposals and construction contract modifications, work change directive, stipulated price change order, unit price change order, time and materials change order;
 - 4. Execution of Change Orders;
 - 5. Correlation of Contractor submittals.

1.02 REFERENCES

- A. Rental Rate Blue Book for Construction Equipment (Data Quest Blue Book). Rental Rate is defined as the full, unadjusted base rental rate for the appropriate item of construction equipment.

1.03 RESPONSIBLE INDIVIDUAL

- A. Contractor shall provide a letter indicating the name and address of the individual authorized to execute change documents, and who shall also be responsible for informing others in Contractor's employ and Subcontractors of changes to the Work. The information shall be provided at the Pre-construction Conference.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

- A. Contractor shall maintain detailed records of changes in the Work. Provide full information required for identification and evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
- C. Proposals shall include, as a minimum, the following information as applicable:
 - 1. Quantities of items in the original Document 00 42 10 - Unit Price Bid Form with additions, reductions, deletions, and substitutions.
 - 2. When Work items were not included in the Schedule of Unit Price Work, Contractor shall provide unit prices for the new items, with supporting information as required by the Engineer.
 - 3. Justification for any change in Contract Time.
 - 4. Additional data upon request.
- D. For changes in the Work performed on a time-and-material basis, the following additional information may be required:
 - 1. Quantities and description of products and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.
 - 4. Dates and times work was performed, and by whom.
 - 5. Time records and certified copies of applicable payrolls.
 - 6. Invoices and receipts for products, rented equipment, and subcontracts, similarly documented.

- E. For changes in the work performed on a time-and-materials basis, rental equipment will be paid as follows:
 - 1. Rented equipment will be paid by actual invoice cost for the duration of time required to complete the extra work without markup for overhead and profit. If the extra work comprises only a portion of the rental invoice where the equipment would otherwise be on the site, the Contractor shall compute the hourly equipment rate by dividing the actual monthly invoice by 176. (One day equals 8 hours and one week equals 40 hours.)
 - 2. Operating costs shall not exceed the estimated operating costs given in the Blue Book for the item of equipment. Overhead and profit will be allowed on operating cost.
- F. For changes in the work performed on a time-and-materials basis using Contractor-owned equipment, use Blue Book rates as follows:
 - 1. Contractor-owned equipment will be paid at the Blue Book Rental Rate for the duration of time required to complete the extra work without markup for overhead and profit. The Rental Rate utilized shall be the lowest cost combination of hourly, daily, weekly or monthly rates. Use 150 percent of the Rental Rate for double shifts (one extra shift per day) and 200 percent of the Rental Rate for more than two shifts per day. Standby rates shall be 50 percent of the appropriate Rental Rate shown in the Blue Book. No other rate adjustments shall apply.
 - 2. Operating costs shall not exceed the estimated operating costs given in the Blue Book for the item of equipment. Overhead and profit will be allowed on operating cost. Operating costs will not be allowed for equipment on standby.

1.05 CHANGE PROCEDURES

- A. Changes to Contract Price or Contract Time can only be made by issuance of a Change Order. Issuance of a Work Change Directive will be formalized into a Change Order. All changes will be in accordance with the requirements of Document 00 72 00 – Standard General Conditions of the Construction Contract.
- B. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by the Standard General Conditions of the Construction Contract by issuing supplemental instructions.
- C. Contractor may request clarification of Drawings, Specifications or Contract Documents or other information by using a Request for Information. Response by the Engineer to a Request for Information does not authorize the Contractor to perform tasks outside the scope of the Work. All changes must be authorized as described in this section.
- D. Change Orders for work not specified in Section 00 42 10 - Unit Price Bid Form – shall be accompanied with a Cost and Price Summary plus justification of overhead rate.

1.06 PROPOSALS AND CONTRACT MODIFICATIONS

- A. The Engineer may issue a Request for Proposal, which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications. The Engineer may also request a proposal in the response to a Request for Information. Contractor shall prepare and submit a proposal within 7 days or as specified in the request.
- B. The Contractor may propose an unsolicited change by submitting a proposal to the Engineer describing the proposed change and its full effect on the Work, with a statement describing the reason for the change and the effect on the Contract Price and Contract Time including full documentation.

1.07 WORK CHANGE DIRECTIVE

- A. Engineer may issue a signed Work Change Directive instructing the Contractor to proceed with a change in the Work. A Work Change Directive will subsequently be incorporated in a Change Order.
- B. The document will describe changes in the Work and will designate a method of determining any change in Contract Price or Contract Time.
- C. Contractor shall proceed promptly to execute the changes in the Work in accordance with the Work Change Directive.

1.08 STIPULATED PRICE CHANGE ORDER

- A. A stipulated price Change Order will be based on an accepted proposal including the Contractor's lump sum price quotation with Schedule of Values.

1.09 UNIT PRICE CHANGE ORDER

- A. Where Unit Prices for the affected items of Work are included in Document 00 42 10 - Unit Price Bid Form, the unit price Change Order will be based on the unit prices.
- B. Where unit prices of Work are not pre-determined in the 00 42 10 - Unit Price Bid Form, the Work Change Directive or accepted proposal will specify the unit prices to be used.

1.10 TIME-AND-MATERIAL CHANGE ORDER

- A. Contractor shall provide an itemized account and supporting data after completion of change.
- B. Engineer will determine the change allowable in Contract Price and Contract Time as provided in Document 00 72 00 – Standard General Conditions of the Construction Contract.
- C. Contractor shall maintain detailed records of work done on time-and-material basis as specified in paragraph 1.04, Documentation of Change in Contract Price and Contract Time.
- D. Contractor shall provide full information required for evaluation of changes and shall substantiate costs for changes in the Work.

1.11 EXECUTION OF CHANGE DOCUMENTATION

- A. Engineer will issue Change Orders, Work Change Directives, or accepted proposal for signatures of parties as described in Document 00 72 00 – Standard General Conditions of the Construction Contract.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

- A. For Stipulated Price Contracts, Contractor shall promptly revise the Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item.
- B. For Unit Price Contracts, the next monthly estimate of work after acceptance of a Change Order will be revised to include any new items not previously included and the appropriate unit rates.
- C. Contractor shall promptly revise progress schedules to reflect any change in Contract Time, and shall revise schedules to adjust time for other items of work affected by the change, and resubmit for review.
- D. Contractor shall promptly enter changes to the on-site and record copies of the Drawings, Specifications or Contract Documents as required in Section 01 78 10 - Project Record Documents.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01 29 00

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.02 AUTHORITY

- A. Measurement methods delineated in Specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the Specification section shall govern.
- B. Resident Project Representative will take all measurements and compute quantities accordingly.
- C. Contractor shall assist by providing necessary equipment, workers, and survey personnel as required by Resident Project Representative.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Resident Project Representative shall determine payment as stated in Section 00 72 00 of the General Conditions.
- B. If the actual Work requires greater or lesser quantities than those quantities indicated in the Bid Form, provide the required quantities at the unit prices contracted, except as otherwise stated in Sections 7 & 8 of the General Conditions.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Reinforcing steel, rolled or formed steel or other metal shapes will be measured by CRSI or AISC Manual of Steel Construction weights. Welded assemblies will be measured by CRSI or AISC Manual of Steel Construction or scale weights.
- B. Measurement by Volume:
 - 1. Stockpiles: Measured by cubic dimension using mean length, width, and height or thickness.
 - 2. Excavation and Embankment Materials: Measured by cubic dimension using the average end area method.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline.
- E. Stipulated Price Measurement: By unit designated in the agreement.
- F. Other: (Including but not limited to, each and lump sum). Items measured by weight, volume, area, or lineal means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PAYMENT

- A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services, and incidentals; and erection, application or installation of an item of the Work; and Contractor's overhead and profit.
- B. Total compensation for required Unit Price Work shall be included in Unit Price bid in Document 00 42 10 - Unit Price Bid Form.
- C. Interim payments for stored materials will be made only for materials to be incorporated under items covered in unit prices, unless disallowed in Supplementary Conditions.

- D. Progress payments will be based on the Resident Project Representative's observations and evaluations of quantities incorporated in the Work multiplied by the unit price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities determined by Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.06 NONPAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable to Resident Project Representative.
 - 2. Products determined as nonconforming before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work, unless specified otherwise.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01 29 70

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation and submittal of a Schedule of Values for stipulated price contracts or for major lump sum items on unit price contracts for which the Contractor requests progress payments.

1.02 DEFINITION

- A. The Schedule of Values is an itemized list that establishes the value of each part of the Work for a stipulated price contract and for major lump sum items in a unit price contract. The Schedule of Values is used as the basis for preparing applications for payments. Quantities and unit prices may be included in the schedule when designated by the Engineer.
- B. A major lump sum item is a lump sum item in the Schedule of Unit Price Work which qualifies as Major Unit Price Work as defined in Document 00 72 00 – Standard General Conditions of the Construction Contract.

1.03 PREPARATION

- A. For stipulated price contracts, subdivide the Schedule of Values into logical portions of the Work, such as major work items or work in contiguous geographic areas. Use Section 01 32 10 Construction Schedule (Bar Chart) as applicable, to guide the subdivision of work items. The items in the Schedule of Values will correlate directly with the tasks enumerated in the Construction Schedule. Then organize each portion using the Table of Contents of this Project Manual as an outline for listing the value of work by Sections. A pro rata share of mobilization, bonds, and insurance may be listed as separate items for each portion of the work.
- B. For unit price contracts, items should include a proportional share of Contractor's overhead and profit so that the total of all items will equal the Contract Price.
- C. For lump sum equipment items where submittal of operation/maintenance data and testing are required, include a separate item for equipment operation and maintenance data submittal valued at five percent (5%) of the lump sum amount for each equipment item and a separate item for testing and adjusting valued at 5 percent of the lump sum amount for each equipment item.
- D. Round off figures for each listed item to the nearest \$100.00 except for the value of one item, if necessary, to make the total of all items in the Schedule of Values equal the Contract Price for stipulated price contracts or the lump sum amount in the Schedule of Unit Price Work.
- E. Type the schedule of values on 8-1/2-inch by 11-inch white bond paper.

1.04 SUBMITTAL

- A. Submit within 30 days of Notice to Proceed, or at the pre-construction meeting, whichever occurs sooner.
- B. Revise the Schedule of Values and resubmit for items affected by contract modifications, change orders, and work change directives. After the changes are reviewed without exception by the Engineer, make the submittal at least 10 days prior to submitting the next application for progress payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general coordination including preconstruction conference, site mobilization conference, and progress meetings.

1.02 RELATED DOCUMENTS

- A. Coordination is required throughout the documents. Refer to all of the Contract Documents and coordinate as necessary.

1.03 ENGINEER AND REPRESENTATIVES

- A. The Engineer may act directly or through designated representatives as defined in the General Conditions and as identified by name at the preconstruction conference.

1.04 CONTRACTOR COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Specifications sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify that utility requirement characteristics of operating equipment are compatible with existing or planned utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Conceal pipes, ducts, and wiring within the construction in finished areas, except as otherwise indicated. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and cleanup of Work for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- F. Coordinate access to site for correction of nonconforming Work to minimize disruption of Owner's activities where Owner is in partial occupancy.

1.05 PRECONSTRUCTION CONFERENCE

- A. Engineer may schedule a preconstruction conference.
- B. Attendance Required (if scheduled): Owner's Representatives, Engineer's Representatives, Resident Project Representative, Funding Agency Representatives, Contractor, and major Subcontractors.
- C. If scheduled, the Agenda will include the following items:
 - 1. Distribution of Contract Documents.
 - 2. Designation of personnel representing the parties in Contract, and the Engineer.
 - 3. Review of insurance.
 - 4. Discussion formats proposed by the Contractor for schedule of values (if any), and construction schedule.
 - 5. Procedures and processing of shop drawings and other submittals, substitutions, pay estimates or applications for payment, Requests for Information, Request for Proposal, Change Orders, and Contract closeout.

6. Scheduling of the Work and coordination with other contractors and utility service providers.
7. Review of Subcontractors.
8. Appropriate agenda items listed for Site Mobilization Conference, paragraph 1.06C, when preconstruction conference and site mobilization conference are combined.
9. Procedures for testing.
10. Procedures for maintaining record documents.
11. Other items as may be deemed appropriate.

1.06 SITE MOBILIZATION CONFERENCE (Optional, at Owner's Discretion)

- A. When required by the Contract Documents and directed by Owner, Engineer will schedule a conference at the Project site prior to Contractor occupancy.
- B. Attendance Required: Engineer representatives, Resident Project Representative, Special Consultants, Contractor's Superintendent, and major Subcontractors.
- C. The Agenda will include the following items:
 1. Use of premises by Owner and Contractor.
 2. Safety and first aid procedures.
 3. Construction controls provided by Owner.
 4. Temporary utilities.
 5. Survey and layout.
 6. Security and housekeeping procedures.
 7. Field office requirements.

1.07 PROGRESS MEETINGS

- A. Project meetings shall generally be held at Project field office or other location as designated by the Engineer. Meeting shall generally be held at monthly intervals, or more frequent intervals if directed by Engineer.
- B. Attendance Required: Job superintendent, major Subcontractors and Suppliers, Owner's Representatives, Engineer's Representatives, Funding Agency Representatives (if any), and Resident Project Representative as appropriate to agenda topics for each meeting.
- C. Engineer or his representative will make arrangements for meetings, and recording minutes.
- D. Engineer or his representative will prepare the agenda and preside at meetings.
- E. Contractor shall provide required information and be prepared to discuss each agenda item.
- F. The Agenda will include the followings:
 1. Review minutes of previous meetings.
 2. Review of Record Documents.
 3. Review of Work progress schedule submittal, and pay estimates, payroll and compliance submittals.
 4. Field observations, problems, and decisions.
 5. Identification of problems which may impede planned progress.
 6. Review of submittals schedule and status of submittals.
 7. Review of RFI and RFP status.
 8. Change order status.

9. Review of off-site fabrication and delivery schedules.
10. Maintenance of progress schedule.
11. Corrective measures to regain projected schedules.
12. Planned progress during succeeding work period.
13. Coordination of projected progress.
14. Maintenance of quality and work standards.
15. Effect of proposed changes on progress schedule and coordination.
16. Other items relating to Work.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

CONSTRUCTION SCHEDULE (BAR CHART)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prepare and submit to the Engineer an initial Construction Schedule as required by this section for the Work. Do not start construction until the schedule is approved by the Engineer.

1.02 FORM AND CONTENT OF INITIAL CONSTRUCTION SCHEDULE

A. Bar Chart:

1. Show major construction activities such as pipe laying (by traffic control phases or other approved key areas), tunnel construction, pavement removal, pavement replacement, pressure testing, disinfection, clean up and punch out as separate activities on the schedule.
2. Show all work items where new water mains and other new utilities connect to Owner facilities. Activities shall have no more than two-week duration.
3. Show separate activities for each shop drawing and product data submittal that are critical to timely completion. Show submission dates and dates approved submittals will be needed from the Engineer.
4. Provide separate horizontal bar for each activity. List start and finish date for each activity at left side of diagram.
5. Horizontal Time Scale: Identify first work day of each week.
6. Scale and Spacing: Notes must be legible and Contractor must allow space for notations and future revisions.
7. Order of Listings: Order bar chart listings by phases or other approved groups of activities that are contiguous. Activities shall be in chronological order within each phase or group. For example, for each segment of new open cut water main placement, the schedule shall have an activity for layout, traffic control, pavement removal, water main placement and backfill, pavement restoration, traffic control removal, pavement markings restoration and clean up. For each tunnel or auger activity, the schedule shall have an activity for layout, traffic control, shaft construction, tunnel construction or auger activity, pipe placement in tunnel or auger, routing (if required), shaft removal, pavement replacement, pavement marking replacement, traffic control removal, pavement marking restoration and clean up.

B. Narrative Description:

1. Submit narrative description of anticipated work sequence as indicated by sequence of activities presented in the schedule.
2. Narrative shall be of sufficient detail to discuss any activity that affects the public (such as phases of traffic control), interaction with specific Owner forces (such as valve operation, and testing) or other associated prime Contractors.

1.03 PROGRESS REVISIONS

- A. Submit progress revisions monthly as part of Application for Payment or information necessary for Application for Payment. Application for Payment shall not be considered complete or processed for payment until progress revision is submitted. When required, re-submittal for rejected revision must be made, reviewed and approved prior to the following month's pay application being processed. Pay Application for the following month will not be processed until re-submittal is approved and Progress Revision required that month is received.

- B. Provide Narrative Report to describe:
 - 1. Major changes in scope.
 - 2. Revised projections in progress, and completion, or changes in activity durations.
 - 3. Other identifiable changes.
 - 4. Problem areas, anticipated delays, and the impact on schedule.
 - 5. Corrective action recommended and its effect.
 - 6. Effect of changes on schedules or other prime contractors.
 - 7. Material delivery delays.
- C. Additional data to be included with Bar Chart described in Paragraph 1.01 of this section:
 - 1. Original dates shown for each activity in the approved initial progress schedule shall be shown by a narrow bar next to wider bar for current schedule.
 - 2. Date that each activity actually started or finished if that event has occurred. Actual dates must be clearly identified in two right-most columns in the left portion of 11- inch by 17-inch chart.
 - 3. Indicate percentage progress of each activity to the date of submission.

1.04 SUBMISSIONS

- A. Submit initial progress schedule within 15 days after award of contract. The Engineer will review the schedule and return the review copy.
- B. Cut-off date for progress revision may be as early as the twentieth of the month so that submittal can be made without delay to processing of Application for Payment. Use same cut-off day for all revisions as used in first approved revision.
- C. When required, resubmit within 7 days after return of review copy.
- D. Schedule shall include connecting lines between bars to indicate sequence that activities will be accomplished such that if activity's start or finish is modified, then impact will be known by the corresponding changes to preceding or succeeding activities identified by the connecting lines.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures for:
 - 1. Schedule of Values.
 - 2. Construction Schedules.
 - 3. Shop Drawings, Product Data, and Samples
 - 4. Operations and Maintenance Data.
 - 5. Manufacturer's Certificates.
 - 6. Construction Photographs.
 - 7. Project Record Documents.
 - 8. Video Tapes.
 - 9. Design Mixes.

1.02 SUBMITTAL PROCEDURES

- A. Scheduling and Handling:
 - 1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.
 - 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:
 - i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;
 - ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;
 - iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.
 - 3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 4 copies in addition to the number the Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (5 copies in addition to the number the Contractor requires returned).
5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.
7. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.
2. Sequentially number each transmittal form beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
3. Identify time nature of submittal, either ROUTINE or CRITICAL.
4. Identify variations from requirements of Contract Documents and identify product or system limitations.
5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance. A stamp may be used to print the information on the Transmittal Cover except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.
2. As a minimum, Transmittal Cover information shall include:
 - i. Contractor's name.
 - ii. Job number.
 - iii. Submittal number.
 - iv. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
 - v. Signature line for Contractor.
 - vi. Submittal type – routine or critical
3. The bottom half of the Transmittal Cover shall be kept blank.

1.03 SCHEDULE OF VALUES

- A. Submit a Schedule of Values in accordance with Section 01 29 70 - Schedule of Values.

1.04 CONSTRUCTION SCHEDULES

- A. Submit Construction Schedules as provided in Project Manual.

1.05 OPERATIONS AND MAINTENANCE DATA

- A. Submit Operations and Maintenance data in accordance with Section 01 78 20 - Operations and Maintenance Data as required.

1.06 MANUFACTURER'S CERTIFICATES

- A. When required in Specification sections, submit manufacturers' certificate of compliance for review by Engineer.
- B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of the certification.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.07 PROJECT RECORD DOCUMENTS

- A. Submit Project Record Documents in accordance with Section 01 78 10 - Project Record Documents.

1.08 DESIGN MIXES

- A. When specified in Specifications, submit design mixes for review.
- B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.
- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

- A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:
 - 1. As much as possible, all catalog cuts and manufacturer's information shall be original.
 - 2. Copies, when required, shall be clean and entirely legible.
 - 3. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.
 - 4. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.
- B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

Section 01 42 20

REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general quality assurance as related to Reference Standards and a list of references.

1.02 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on the date of the Contract.
- C. Request clarification from Engineer before proceeding should specified reference standards conflict with Contract Documents.

1.03 SCHEDULE OF REFERENCES

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094
AGC	Associated General Contractors of America 1957 E Street, N.W. Washington, DC 20006
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AITC	American Institute of Timber Construction 333 W. Hampden Avenue Englewood, CO 80110
AISC	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018

APA	American Plywood Association Box 11700 Tacoma, WA 98411
API	American Petroleum Institute 1220 L Street, N.W. Washington, DC 20005
AREA	American Railway Engineering Association 50 F Street, N.W. Washington, DC 20001
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society P.O. Box 35104 Miami, FL 33135
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
CFR	Code of Federal Regulations
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60173-4758
DIPRA	Ductile Iron Pipe Research Association
EJMA	Expansion Joint Manufacturers Association 707 Westchester Avenue White Plains, NY 10604
FS	Federal Standardization Documents General Services Administration Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
ICEA	Insulated Cable Engineer Association P.O. Box 440 S. Yarmouth, MA 02664
IEEE	Institute of Electrical and Electronics Engineers 445 Hoes Lane P.O. Box 1331 Piscataway, NJ 0855-1331

ISA	International Society of Arboriculture 303 West University P.O. Box GG Savoy, IL 61874
MIL	Military Specifications General Services Administration Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
NACE	National Association of Corrosion Engineers 1440 South Creek Drive Houston, TX 71084
NEMA	National Electrical Manufacturers' Association 2101 L Street, N.W., Suite 300 Washington, DC 20037
NFPA	National Fire Protection Association Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101
NRMCA	National Ready Mix Concrete Association
NSF	National Sanitary Foundation
OSHA	Occupational Safety Health Administration U.S. Department of Labor Government Printing Office Washington, DC 20402
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083
PCI	Prestressed Concrete Institute 201 North Wacker Drive Chicago, IL 60606
SDI	Steel Deck Institute Box 9506 Canton, OH 44711
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality Mail: P.O. Box 13807 Austin, TX 78711-3087 Physical: 12100 Park 35 Circle Austin, TX 78753

TxDOT	Texas Department of Transportation 11th and Brazos Austin, TX 78701 2483
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062
UNI-BELL	UNI-BELL Pipe Association 2655 Villa Creek Drive, Suite 155 Dallas, TX 75234

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01 45 15

CONTRACTOR'S QUALITY CONTROL

PART 1 G E N E R A L

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation and manufacturer's field services and reports.

1.02 MEASUREMENT AND PAYMENT

- A. No payment will be made for this item. Include the cost of Contractor's quality control in overhead cost for this project.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' installation instructions, including each step in sequence.
- C. Request clarification from Engineer before proceeding should manufacturers' instructions conflict with Contract Documents.
- D. Comply with specified standards as minimum requirements for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce the specified level of workmanship.

1.04 REFERENCES

- A. Obtain copies of standards and maintain at job site when required by individual Specification sections.

1.05 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual Specification sections, provide material or product suppliers' or manufacturers' technical representative to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, operator training, test, adjust, and balance of equipment as applicable, and to initiate operation, as required. Conform to minimum time requirements for start-up operations and operator training if defined in Specification sections.
- B. Manufacturer's representative shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions. Submit report within 14 days of observation to Resident Project Representative for review.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01 45 20

OBSERVATION SERVICES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

- A. Observation services and references

1.02 OBSERVATION

- A. Engineer and/or Owner will appoint Resident Project Representative as a representative of the Owner to perform observation, tests, and other services specified in individual specification Sections.
- B. Alternately, Engineer and/or Owner may appoint, employ, and pay an independent firm to provide additional observation, tests or construction management services as indicated in Section 01 45 33 - Testing Laboratory Services (By Contractor).
- C. Reports will be submitted by the independent firm to Engineer, and Owner, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Assist and cooperate with the Resident Project Representative; furnish samples of materials, design mix, equipment, tools, and storage.
- E. Notify Resident Project Representative 24 hours prior to expected time for operations requiring services.
- F. Sign and acknowledge observation or testing reports when requested by Resident Project Representative or independent firm.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

TESTING LABORATORY SERVICES (BY CONTRACTOR)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing laboratory services and Contractor responsibilities related to those services.

1.02 REFERENCES

- A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.
- C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- D. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

1.03 SELECTION AND PAYMENT

- A. The Contractor shall coordinate the services of an independent testing laboratory, or laboratories, to perform product and material quality control, perform in-place quality control and verification identified in individual Specification sections. The Owner shall pay for the laboratory services.
- B. All tests required by the project plans and specifications shall be included in a schedule of fees providing a breakdown of the allowance for construction materials testing services. The schedule of fees in the construction materials testing allowance will not be a part of the bid process, but it shall be agreed upon jointly by the Engineer and the Contractor prior to issuance of the Notice to Proceed.
- C. The Contractor shall coordinate the services of the project's Engineer of Record to conduct observation and testing of the subgrade preparation, and the selection, placement and compaction of select fill material.
- D. Employment of a testing laboratory by the Contractor shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- E. Remedial work and re-testing costs, resulting from deficiencies in materials and/or workmanship, shall be borne by the Contractor. Re-testing costs shall not be paid for from the allowance for field and laboratory testing.

1.04 QUALIFICATION OF LABORATORY

- A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.
- B. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

- A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.
- B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.
- C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, Engineer and Resident Project Representative.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of the Contractor.
- D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

- A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Resident Project Representative and for testing laboratory personnel.
- B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.
- C. Notify the Resident Project Representative and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.
- D. Notify the Resident Project Representative 24 hours in advance if the Specification requires the presence of the Resident Project Representative or testing laboratory for sampling or testing.
- E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.
- F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 CONDUCTING TESTING

- A. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.
- B. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

TREE AND PLANT PROTECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tree and plant protection.

1.02 UNIT PRICES

- A. No separate payment will be made for tree and plant protection. Include the cost of both tree and plant protection in other related bid items.

1.03 PROJECT CONDITIONS

- A. Preserve and protect existing trees and plants to remain from foliage, branch, trunk, or root damage that could result from construction operations.
- B. Prevent following types of damage:
 - 1. Compaction of root zone by foot or vehicular traffic, or material storage.
 - 2. Trunk damage from equipment operations, material storage, or from nailing or bolting.
 - 3. Trunk and branch damage caused by ropes or guy wires.
 - 4. Root poisoning from spilled solvents, gasoline, paint, and other noxious materials.
 - 5. Branch damage due to improper pruning or trimming.
 - 6. Damage from lack of water due to:
 - a. Cutting or altering natural water migration patterns near root zones.
 - b. Failure to provide adequate watering.
 - 7. Damage from alteration of soil pH factor caused by depositing lime, concrete, plaster, or other base materials near roots.
 - 8. Cutting of roots larger than 1-1/2 inches in diameter.

1.04 DAMAGE ASSESSMENT

- A. When trees other than those designated for removal are destroyed or badly damaged as a result of construction operations, remove and replace with same size, species, and variety up to and including 8 inches in trunk diameter. Trees larger than 8 inches in diameter shall be replaced with an 8-inch diameter tree of the same species and variety and total contract amount will be reduced by an amount determined from the following International Shade Tree Conference formula: $0.7854 \times D \times D \times \38.00 where D is diameter in inches of tree or shrub trunk measured 12 inches above grade.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Asphalt Paint: Emulsified asphalt or other adhesive, elastic, antiseptic coating formulated for horticultural use on cut or injured plant tissue, free from kerosene and coal creosote.
- B. Burlap: Suitable for use as tree wrapping.
- C. Fertilizer: Liquid containing 20 percent nitrogen, 10 percent phosphorus, and 5 percent potash.
- D. All necessary tree replacements shall be as approved by Resident Project Representative.

PART 3 EXECUTION

3.01 PROTECTION AND MAINTENANCE OF EXISTING TREES AND SHRUBS

- A. Except for trees and shrubs shown on Drawings to be removed, all trees and shrubs within the project area are to remain and be protected from damage.
- B. For trees or shrubs to remain, perform the following:
 - 1. Trimming of trees and shrubs to remain shall be done only under supervision of professional tree surgeon or arborist.
 - a. Tree pruning will be according to International Society of Arboriculture specifications.
 - b. Trees and shrubs requiring pruning for construction shall also be pruned for balance as well as to maintain proper form and branching habit.
 - c. Cut limbs at branch collar. No stubs are to remain on trees. Branch cuts shall not gouge outer layer of tree structure or trunk.
 - 2. Use extreme care to prevent excessive damage to root systems.
 - a. Roots in construction areas will be cut smoothly with a trencher before excavation begins. Do not allow ripping of roots with a backhoe or other equipment.
 - b. Temporarily cover exposed roots with wet burlap to prevent roots from drying out.
 - c. Cover exposed roots with soil as soon as possible.
 - 3. Prevent damage or compaction of root zone (area below dripline) by construction activities.
 - a. Do not allow scarring of trunks or limbs by equipment or other means.
 - b. Do not store construction materials, vehicles, or excavated material under dripline of trees.
 - c. Do not pour liquid materials under dripline.

3.02 PROTECTION

- A. Protection of Trees or Shrubs in Open Area:
 - 1. Install steel drive-in fence posts in protective circle, approximately 8 feet on center, not closer than 4 feet to trunk of trees or stems of shrubs.
 - 2. Mount safety fencing to posts.
 - 3. For trees or shrubs in paved areas, mount concrete-filled steel pipe 2-1/2 inches in diameter minimum in rubber auto tires filled with concrete (movable posts).
- B. Timber Wrap Protection for Trees in Close Proximity of Moving or Mechanical Equipment and Construction Work:
 - 1. Wrap trunk with layer of burlap.
 - 2. Install 2 x 4's (5-foot to 6-foot lengths) vertically, spaced 3 inches to 5 inches apart around circumference of tree trunk.
 - 3. Tie in place with 12 to 9 gauge steel wire.

3.03 MAINTENANCE OF NEWLY PLANTED TREES

- A. Show proof of capacity to water during dry periods.
- B. The Contractor guarantees that trees planted for this Project shall remain alive and healthy at least until the end of a one-year warranty period.
 - 1. Within four weeks of notice from Owner, Contractor shall replace, at his expense, any dead trees or any trees that in the opinion of Owner, have become unhealthy or unsightly or have lost their natural shape as a result of additional growth, improper pruning or maintenance, or weather conditions.
 - 2. When tree must be replaced, the guarantee period for that tree shall begin on date of replacement of tree, subject to the Owner's inspection, for no less than one year.
 - 3. Dispose of trees rejected at any time by Owner at Contractor's expense.

END OF SECTION

TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM

PART 1 G E N E R A L

1.01 SECTION INCLUDES

- A. Section describes the requirements for the documents to be prepared by the Contractor for the Texas Pollutant Discharge Elimination System program for construction storm water. These documents are to be prepared, reviewed, and submitted to the Texas Commission on Environmental Quality (TCEQ) prior to commencing construction operations.

1.02 UNIT PRICES

- A. No separate payment will be made for work performed under this Section. Include the cost of work performed under this Section in pay items of which this work is a component.

1.03 REFERENCES

- A. Texas Commission on Environmental Quality – TPDES General Permit Number TXR150000 (attached)
- B. Texas Department of Transportation – Storm Water Management Guidelines for Construction Activities

PART 2 P R O D U C T S – Not Used

PART 3 E X E C U T I O N

3.01 TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM

- A. The Contractor shall prepare the necessary forms, Storm Water Pollution Prevention Plan (SWPPP), and comply with the TPDES General Permit Number TXR150000 referenced in item 1.03 A of this specification.
- B. A copy of the TPDES General Permit TXR150000 is attached for the Contractor's use.
- C. Copies of the Notice of Intent (NOI) with instructions, Notice of Change (NOC) with instructions, and Notice of Termination (NOT) with instructions are attached for the Contractor's use, as appropriate.
- D. The Contractor must pay any required application fees and water quality fees as outlined in the TPDES General Permit TXR150000.

3.02 PRECONSTRUCTION REVIEW AND SUBMITTALS

- A. The Contractor shall submit to the Resident Project Representative a copy of TPDES documents, as appropriate, prior to commencing construction.

3.03 CONSTRUCTION REQUIREMENTS

- A. The Contractor shall be responsible for preparation of applicable forms, payment of fees, and retaining records as outlined in the TPDES General Permit TXR150000.

END OF SECTION

STORMWATER POLLUTION PREVENTION PLAN

PART 1 G E N E R A L

1.01 SECTION INCLUDES

- A. Section describes the requirements for the documents to be prepared by the Contractor for the Storm Water Pollution Prevention Plan (SWPPP). These documents are to be prepared and reviewed prior to commencing construction operations.

1.02 UNIT PRICES

- A. No separate payment will be made for work performed under this Section. Include the cost of work performed under this Section in pay items of which this work is a component.

1.03 REFERENCES

- A. Texas Commission on Environmental Quality – TPDES General Permit Number TXR150000
- B. Texas Department of Transportation – Storm Water Management Guidelines for Construction Activities

PART 2 P R O D U C T S – Not Used

PART 3 E X E C U T I O N

3.01 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

- A. The Contractor shall prepare the SWPPP in accordance with the TPDES General Permit Number TXR15000 referenced in item 1.03 A of this specification.
- B. The Contractor shall prepare the SWPPP using structural and nonstructural control measures included in the Plans and Specifications throughout the construction and post construction periods. These control measures shall not be used as a substitute for the permanent pollution control measures unless otherwise directed by the Resident Project Representative in writing. The control measures may include silt fences, straw bales, stabilized construction exits, or other structural or nonstructural stormwater pollution controls. Additional information regarding these controls can be found in the Texas Department of Transportation Manual referenced in item 1.03 B of this specification.
- B. The SWPPP shall include at a minimum:
 - 1. A site map showing the areas of soil disturbance, areas not to be disturbed, drainage patterns, approximate slopes anticipated after major grading activities, locations where stormwater discharges to surface waters (including wetlands) and/or leaves the project site, locations of structural and nonstructural controls for regulating the discharge of stormwater pollutants, locations of waste, borrow, and equipment storage areas, and location where stabilization practices are expected to occur.
 - 2. A description including the nature of the construction activity, a description of the intended sequence of major activities which disturb soils for major portions of the site (grubbing, excavation, grading, utilities and infrastructure installation), estimates of the total area of the site, and the total area of the site that is to be disturbed
 - 3. A description of the control measures that will be implemented as part of the construction activity to control pollutants in stormwater discharges, and the general timing during the construction process that these measures will be implemented.

4. A description of construction and waste materials expected to be stored on-site with updates as appropriate. The SWPPP shall also include a description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response.
5. A description of pollutant sources from areas other than the construction site over which the Contractor has control for the project (including but not limited to dedicated asphalt plants, dedicated concrete plants, haul roads, and field offices), and the control measures implemented to reduce pollutants.

3.02 PRECONSTRUCTION REVIEW AND SUBMITTALS

- A. The Contractor shall review implementation of the SWPPP in a meeting with the Engineer and the Resident Project Representative prior to the start of construction.
- B. The Contractor shall submit to the Resident Project Representative for acceptance schedules for accomplishment of the stormwater pollution control measures in accordance with the SWPPP. Work on the project shall not begin until the schedules for implementation of the controls and methods of operation have been reviewed and accepted in writing by the Resident Project Representative.

3.03 CONSTRUCTION REQUIREMENTS

- A. The Contractor shall be responsible for implementation, maintenance, and inspection of stormwater pollution prevention control measures and other practices shown on the SWPPP, the Plan Drawings, or specified elsewhere in this or other Specifications.
- B. The contractor shall effectively prevent and control erosion and sedimentation on the site at the earliest practicable time as outlined in the approved schedule and SWPPP. Control measures, where applicable, will be implemented prior to the commencement of each construction operation or immediately after the area has been disturbed.

END OF SECTION

Section 01 58 00

PROJECT IDENTIFICATION SIGNS

PART 1 GENERAL

1.01 SCOPE

- A. This section governs furnishing, installing and maintaining project signs as described below.

1.02 DESIGN REQUIREMENTS

- A. Design sign and structure to remain in place and withstand 60 miles-per-hour wind velocity.
- B. Sign Manufacturer/Maker/Painter: Experienced as a professional sign company.
- C. Finishes, Painting: Adequate to withstand weathering, fading and chipping for duration of construction.
- D. Appearance: Project signs shall present a fresh, new and neat look. All project signs shall be new or refurbished so as to look new.

1.03 NUMBER AND LOCATION

- A. Linear Projects: A linear project is one involving paving, overlay, sewer lines, storm drainage or water mains that run in the right-of-way over a distance. A linear project requires project signs at each end of the construction.
- B. Single Site or Building Projects: Provide one project sign each.
- C. Multiple Sites: Provide one sign at each site at a location designated by the Engineer.

1.04 UNIT PRICES

- A. Unless indicated in the Bid Form, no separate payment will be made for design, fabrication, installation and maintenance of project identification signs under this Item. Include cost of work performed under this Item in pay item of which this work is a component.
- B. If changes to project identification signs are requested by the Engineer to keep them current, payment will be made on a cost plus overhead and profit through a change order.

PART 2 PRODUCTS

2.01 SIGN MATERIALS

- A. Structure and Framing: Use new 4-inch by 4-inch wood posts to reach 8-feet above existing grade. Paint structural members white on all sides and edges to resist weathering. Set posts approximately 4-feet apart. Use new 2-inch by 6-inch wood for framing of skids.
- B. Sign: For sign use 4-foot by 8-foot marine plywood, minimum $\frac{3}{4}$ -inch thick and 2-inch by 4-inch for framing plywood. Use full size sheets for sign to minimize joints; do not piece wood to fabricate a sign face. Paint sign material white, two (2) coats, on all sides and edges to resist weathering.
- C. Paint and Primers: White paint used to prime surfaces and to resist weathering shall be an industrial grade, fast drying, oil-based paint with gloss finish. Paint all signs surfaces with two (2) coats of this weather-protective paint prior to adding any lettering.
- D. Sign Lettering: Make lettering and symbols from 3M Scotchcal Pressure Sensitive Films or approved equal, or at Contractor's option, signs may be painted using approved paints. Whether film or paint is used, match color to 3M Scotchcal Pressure Sensitive Film, Black.
- E. Rough Hardware: Galvanized steel or brass for fasteners and other hardware.

2.02 SIGN COMPONENTS

- A. Sign
 - 1. The 4-foot by 8-foot component of the sign has fields of information as indicated on the Exhibits on the construction drawings.

2. Exhibits No. 1 and No. 2 will identify the name of the project. The Engineer will provide the project title and personnel names to the Contractor for preparation of the sign. Exhibit No. 3 demonstrates construction of the sign.
- B. Sign Support Structure
1. Sign Posts: 4-inch by 4-inch sign posts, 8-feet long for skid mounting and 11-feet long minimum for post hole mounting to set top of posts at 8-feet above existing grade.
 2. Skid Members: 2-inch by 6-inch framing material.
- C. Fasteners
1. ½-inch by 5½-inch button heads carriage bolts for posts with nuts and flat head washers. Cover button heads with white reflective film or paint to match sign background.

PART 3 EXECUTION

3.01 INSTALLATION AND MAINTENANCE

- A. Installation
1. Install project identification sign within fourteen (14) calendar days after date of Notice to Proceed.
 2. Erect at location designated by the Engineer or where shown on the Drawings. In either case, position the sign in such a manner as to be fully visible and readable to the general public.
 3. Erect sign level and plumb.
 4. If post hole mounted, sink posts at least 3-feet below grade. Stabilize posts to minimize lateral motion. Leave minimum of 9-feet of post above existing grade for mounting of the sign.
 5. Erect sign so that the top edge of the sign is at a nominal 8-feet above existing grade.
 6. Skid mounted signs shall be allowed only when approved by the Engineer. Approval of the use of skid-mounted signs shall not release the Contractor from responsibility of maintaining a project sign on the project site and shall not make Owner responsible for the security of such signs.
- B. Maintenance and Removal
1. Maintain signs and supports clean. Repair deterioration and damage.
 2. Remove signs, framing, supports and foundations at completion of project and restore the area.

3.02 QUALITY ASSURANCE

- A. Shop Drawings
1. Submit Shop Drawings prior to construction and installation of sign(s). Submit sufficient copies (three (3) copies will not be returned) to allow proper approval and fabrication.
 2. Submittal will show content, layout, lettering style, lettering size and colors.

END OF SECTION

RESTORATION OF SITE IMPROVEMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Restoration of the Work Site, in public rights-of-way or easements and adjacent public or private property affected by construction operations, including pavement, esplanades, sidewalks, driveways, fences, lawns and landscaping.

1.02 UNIT PRICES

- A. Unpaved Surface Restoration.
 - 1. No separate payment will be made for Restoration of Site Improvements in unpaved areas. Include the cost of the Restoration of Site Improvements in unpaved areas in the unit prices of other associated work.
- B. Paved Surface Restoration.
 - 1. Pavement and Driveway Replacement. Measure replaced pavement by the linear foot along the associated pipeline. Payment will be made at the applicable unit price for concrete pavement replacement. Payment will be made at the applicable unit price for asphaltic concrete pavement replacement. Payment will be made at the applicable unit price for gravel (crushed stone) road or driveway replacement.
 - 2. Sidewalk Replacement. Measure sidewalks by the linear foot along the associated pipeline. Payment will be made at the unit price for sidewalk replacement.
 - 3. Curb and Gutter. Measure curb and gutter by the linear foot for the distance between the limits of the minimum trench width plus 2 feet or the trench length, as applicable. Payment will be made at the unit price for curb and gutter replacement.
 - 4. Replacement Outside of Minimum Dimensions. Pavements, driveways, and sidewalks damaged outside of the minimum dimensions for payment shall be replaced by the Contractor at no additional cost to the Owner.

1.03 REFERENCES

- A. ANSI Z60.1. American Standard for Nursery Stock.

1.04 DEFINITIONS

- A. Site Restoration. Replacement or reconstruction of site improvements to rights-of-way, easements, public property, and private property that are affected or altered by construction operations, with the improvements restored to a condition which is equal to, or better than, that which existed prior to construction operations.
- B. Site Improvements. Includes but is not limited to pavement, curb and gutter, esplanades, sidewalks, driveways, fences, lawns, irrigation systems, and landscaping.

1.05 SUBMITTALS

- A. Make submittals in conformance with Section 01 33 00 - Submittal Procedures.

1.06 QUALITY ASSURANCE

- A. Have landscape plantings planted by qualified personnel.

1.07 SCHEDULING

- A. Site restoration shall be performed no later than 60 days following installation of the Work.

1.08 WARRANTY

- A. Replaced plants and grasses are covered by the Contractor's general warranty and guarantee.
- B. Replace plants that fail during the warranty period.
- C. Contractor to provide written notification to the homeowner stating that the homeowner is responsible for watering replaced plants and grasses.
- D. Damage caused by natural hazards such as hail, high winds or storm is not covered by the warranty.
- E. Existing plant material required to be moved on the site is covered under the warranty.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Pavement, Sidewalks, and Driveways. Use materials as specified in the Contract.
- B. Seeding and Sodding. Provide seeding and/or sod as specified in the Contract.
- C. Landscape Plantings, Trees and Shrubs. Provide trees, shrubs, and plants of quantity, size, genus, species, and variety of those being replaced and complying with recommendations and requirements of ANSI Z60.1.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Construction Site Photographs. Document conditions on and adjacent to the construction site with construction photographs.

3.02 PREPARATION

- A. Removing Pavements and Structures.
 - 1. Remove the minimum pavement, curb and gutter, and other structures as required to perform the Work.
 - 2. Remove concrete and asphaltic concrete material using sawed joints in accordance with the applicable provisions of the Contract.
- B. Remove or relocate existing fencing, if required, for construction operations. Maintain the integrity of the private property owner's fencing if needed for the protection of children, pets, livestock or property. Notify the property owner 72 hours in advance before removing fencing and coordinate security needs.

3.03 INSTALLATION

- A. Pavement, Sidewalk, and Driveway Restoration.
 - 1. Replace pavement, curb and gutter, sidewalks, and driveways removed or damaged as the result of construction operations. Reconstruct in accordance with NCTCOG Standard Specification Section 304.1 Solid Concrete Interlocking Paving Units.

B. Seeding and Sodding.

1. Clean up construction debris and level the area with bank sand so that the resulting surface of the new grass matches the level of the existing grass and maintains pre-construction drainage patterns. Level minor ruts or depressions caused by construction operations where grass is still viable by filling with bank sand.
2. Restore grass areas disturbed or damaged by construction with grass comparable with that previously existing.
3. Restore established lawn areas, including easements and esplanades disturbed or damaged by construction, by sodding and fertilizing in accordance with the Contract, except that measurement and payment shall be as specified in this Section.
4. Restore grass areas not requiring sodding using hydromulch methods in accordance with the Contract, except that measurement and payment shall be as specified in this Section.

C. Trees, Shrubbery and Plants.

1. Extra care shall be taken in removing and replanting trees, shrubbery, and plants. Trees, shrubbery, and plants shall be removed in a way that leaves soil around the roots. Trees, shrubbery, and plants shall be placed outside of excavation area.
2. Replace in kind any trees, shrubbery, and plants removed or damaged by construction operations.
3. Have a nursery or landscape firm make tree replacements using balled-and- burlapped nursery stock. Within the availability of standard nursery stock, replace each removed tree with one of an equivalent species and size, but with not less than a 2-1/2-inch-diameter trunk, as measured 1-1/2 feet above natural ground.

D. Fence Removal and Replacement.

1. Replace fencing removed or damaged, including, but not limited to, posts, caps, concrete footings, concrete curb under fence, wire, wire mesh, wood panels, top, and bottom railing.
2. Reconstruct any portion of the fence disturbed by construction that is not equal to or better than that which existed prior to construction operations as evidenced by preconstruction photographs or videos.
3. Remove and dispose of damaged or substandard material.

3.04 CLEANING

- A. Remove debris and trash which is the result of the Contractor's operation to maintain a clean and orderly site.

3.05 MAINTENANCE

- A. Maintain plantings, sodded areas and seeded areas through warranty period.
- B. Replace plantings and seeded or sodded areas that fail to become established through the warranty period.
- C. Maintain plantings as follows:
1. Initial watering shall be by Contractor. Continued maintenance shall be by homeowner.
 2. Repair or replace bracing as necessary.
 3. Prune as necessary.
- D. If it is necessary to remove tree branches, have the removal and other necessary pruning performed by a qualified nursery or landscape firm utilizing best standard practices.

END OF SECTION

Section 01 74 00

Page 3 of 3

Section 01 77 00

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures including final submittals such as operation and maintenance data, warranties, and spare parts and maintenance materials.

1.02 CLOSEOUT PROCEDURES

- A. Comply with Document 00 72 00 – Standard General Conditions of the Construction Contract regarding Final Completion and Final Payment when Work is complete and ready for Engineer's final inspection.
- B. Provide Project Record Documents in accordance with Section 01 78 10.
- C. Complete or correct items on the punch list, with no new items added. Any new items will be addressed during the warranty period.
- D. The Owner will occupy portions of the Work as specified in other Sections.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. For facilities, clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean or replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and temporary construction facilities from the site following the final test of utilities and completion of the work.

1.04 ADJUSTING

- A. Adjust operating equipment to ensure a smooth and unhindered operation.

1.05 OPERATION AND MAINTENANCE DATA

- A. Submit operations and maintenance data as noted in 01 33 00 - Submittal Procedures.

1.06 WARRANTIES

- A. Provide one original of each warranty from Subcontractors, suppliers, and manufacturers.
- B. Provide Table of Contents and assemble warranties in 3-ring/D binder with durable plastic cover.
- C. Submit warranties prior to final Application for Payment.
- D. Warranties shall commence in accordance with the requirements in Document 00 72 00 – Standard General Conditions of the Construction Contract.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification sections.
- B. Deliver to a location within the Owner's jurisdiction as directed by Resident Project Representative; obtain receipt prior to final Application for Payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 01 78 10

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Maintenance and Submittal of Project Record Documents and samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain one record copy of documents at the site in accordance with Document 00 72 00 – Standard General Conditions of the Construction Contract.
- B. Store Record Documents and samples in Contractor's field office if a field office is required by Contract Documents, or in a secure location. Provide files, racks, and secure storage for Record Documents and samples.
- C. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and Samples available for inspection by Resident Project Representative.

1.03 RECORDING

- A. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- B. Contract Drawings and Shop Drawings: Legibly mark each item to record all actual construction, or "as-built" conditions, including:
 - 1. Measured depths of elements of foundation in relation to finish first-floor datum.
 - 2. Measured horizontal locations and elevations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Elevations of underground utilities referenced to benchmark utilized for project.
 - 4. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
 - 5. Field changes of dimension and detail.
 - 6. Changes made by modifications.
 - 7. Details not on original contract drawings.
 - 8. References to related shop drawings and modifications.
- C. Record information with a red felt-tip marking pen on a set of blue or black line opaque drawings, provided by Engineer.

1.04 SUBMITTALS

- A. At Contract closeout, deliver Project Record Documents to Engineer.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 02 00 00
PROJECT TECHNICAL SPECIFICATIONS

PAY ITEM No. 1: MOBILIZATION

This item governs the movement of personnel, equipment and supplies to and from the project site to begin work and will be in accordance to TxDOT Item 500. This item will be measured by the lump sum (LS) as work progresses. Payment for this item will be partial payments as depicted in TxDOT Item 500 payment section and shall be full compensation for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 2: TRAFFIC CONTROL

Work performed under this item shall be to provide traffic control and to install, move, replace, maintain, clean, and remove upon completion of work all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on the plans and as directed.

The following work shall be done under this item:

- A. The work performed under this item shall be completed in accordance with TxDOT Item 502, "Barricades, Signs and Traffic Handling."
- B. The contractor shall submit a detailed traffic control plan to the City Engineer for approval at least one week prior to the beginning of construction. The plan shall be prepared by a licensed professional engineer in the State of Texas.
- C. The Contractor shall provide barricades as per guidelines in the "Texas Manual on Uniform Traffic Control Devices," Latest Revision.
- D. Removal of existing and temporary pavement and pavement markings shall be subsidiary to this bid item.
- E. Modifications to TxDOT item 502.3 & 502.4 are subsidiary to the Traffic Control pay item.

This item will be measured in lump sum (LS). Payment for this item shall be by the contract unit price bid per lump sum and shall be full compensation for all materials, equipment, labor, tools, and incidentals necessary to complete the work.

PAY ITEM No. 3: PROJECT SIGN

Payment for this work shall be made on the unit bid price per each (EA) for the project designation signs. Payment shall constitute full compensation for all labor, materials, and equipment necessary for the complete fabrication, installation and removal of one (1) standard City of Aubrey project designation sign.

PAY ITEM No. 4: TEMPORARY EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION (SWPPP)

This item governs the installation, maintenance, and removal of erosion, sedimentation, and environmental control devices and shall be done in accordance with NCTCOG Item 201.1. An erosion control plan shall be provided by the Contractor and shall be prepared by a professional engineer registered in the State of Texas. This item will be measured as a lump sum (LS). Payment for this item shall be by the contract unit price bid per lump sum and shall be full compensation all maintenance materials, labor, tools, equipment, and incidentals necessary to complete the work. These devices shall not be removed for any reason until the project is approved by the City of Aubrey.

PAY ITEM No. 5: GENERAL SITE PREPARATION

This item governs preparing the right-of-way as shown on the plans and in accordance with NCTCOG Item 203.3. Included in this item is the removal of any trees, shrubs, structures that are in the project area, as well as, but not limited to, existing concrete sidewalk, curb, flume, and irrigation lines, unless otherwise covered by a specific pay item. Measurement and payment for this item shall be made on a lump sum basis (LS) and shall be full compensation for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 6: FURNISH AND INSTALL 6.9'X4'X1/4" ORNAMENTAL GALVANIZED STEEL PLATE AND CONCRETE FLUME

This item consists of the furnishing and installation of a steel plate covered flume with connection to the existing flume in accordance with NCTCOG Item 305.1. Construction, paving, and connection to the existing concrete flume shall be in accordance with the Details shown in the plans. Sawcut, removal, and connection to existing flume section are considered subsidiary to this item. Measurement and payment for this item shall be by the contract unit price bid as a lump sum (LS) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 7: FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK

This item consists of the furnishing and installation of 4" thick concrete sidewalk in accordance with the specifications, plans, and details. Construction and jointing shall be in accordance NCTCOG Item 2107 with the Details shown in the plans. A parkway curb ramp per NCTCOG detail 2125A and 2125B and all related grading and subgrade preparation are considered subsidiary to this item. Measurement and payment for this item shall be by the contract unit price bid per the linear foot (LF) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 8: FURNISH AND INSTALL TRASH RECEPTICALS

This item consists of furnishing and surface mount installation of trash receptacles in accordance with the plans and details. Surface mounting on sports court surface will require a post-tensioned tendon layout and structural engineer approval prior to any slab penetration exceeding 3/4-inch. Measurement and payment for this item shall be by the contract unit price bid per each (EA) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 9: FURNISH AND INSTALL 6' SEATING BENCH

This item consists of furnishing and surface mount installation of benches in accordance with the plans and details. Surface mounting on sports court surface will require a post-tensioned tendon layout and structural engineer approval prior to any slab penetration exceeding 3/4-inch. Measurement and payment for this item shall be by the contract unit price bid per each (EA) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 10: FURNISH AND INSTALL LIGHT STANDARDS AND CONNECT TO POWER SOURCE

This item consists of furnishing and installation of pole mounted lights in accordance with plans and details and per manufacturer specifications with conduit, wiring, pull boxes, and required fixtures as determined by an electrician licensed in the state of Texas to provide power to site lighting. Construction of light pole foundations per plan and details is considered subsidiary to this item. Measurement and payment for this item shall be by the contract unit price bid per each (EA) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 11: FURNISH AND INSTALL CONCRETE SPORTS COURTS ON POST-TENSION SLAB

This item consists of constructing in place a post-tensioned concrete slab in accordance with the plans, structural details, ACI Code 318, ACI 301, and the Post-Tensioning Institute. Two (2) vertical penetration

blockouts for goal posts and sport court surface coating with Interstate Products non-slip coating to the City of Aubrey's requirement is considered subsidiary to this item. Measurement and payment for this item shall be by the contract unit price per square foot (SF) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 12: FURNISH AND INSTALL BASKETBALL GOAL POSTS

This item consists of the furnishing and installation of basketball goal posts as shown in the plans. Posts are to be constructed on footers before slab placement per plan details. Measurement and payment for this item shall be by the contract unit price per each (EA) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 13: FURNISH AND INSTALL PICKLE BALL NETS AND POSTS

This item consists of the furnishing and installation of pickleball nets with support posts as shown in the plan and details and per manufacturer instructions, and specifications. Measurement and payment for this item shall be by the contract unit price per each (EA) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 14: FURNISH AND INSTALL 4' GUARDRAIL FENCE

This item consists of the furnishing and installation of guardrail fence in accordance with the plans, details and specifications. Measurement and payment for this item shall be by the contract unit price per linear foot (LF) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 15: FURNISH, INSTALL, AND REMOVE TREE PROTECTION FENCING

This item governs the furnishing and installation of tree protection fencing at locations shown on the plans and shall be in accordance with the NCTCOG standards, Item 201.1 and Item 204. Measurement and payment for this item shall be by the contract unit price bid per linear foot (LF) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 16: FURNISH AND INSTALL 45-GALLON CANOPY TREE

This item governs the furnishing and installation of 45-gallon canopy trees at the locations shown on the plans and shall be in accordance with the applicable portions of NCTCOG Item 204. Measurement and payment for this item shall be by the contract unit price bid per each (EA) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 17: FURNISH AND INSTALL BERMUDA SOD GRASS

This item governs the furnishing and installation Bermuda Grass sod as shown on the plans and shall be in accordance with the applicable portions of NCTCOG Item 204. Measurement and payment for this item shall be by the contract unit price bid per square foot (SF) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 18: REMOVE AND INSTALL IRRIGATION SYSTEM

This item consists of the removal, and the furnishing and installation of the irrigation system as shown on the plans and to the specifications therein. Measurement and payment for this item shall be by the contract unit price as a lump sum (LS) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 19: FURNISH, INSTALL, AND REMOVE TEMPORARY IRRIGATION

This item consists of the removal, replacement, and the furnishing and installation of the temporary irrigation system as described on the plans and to the specifications therein. Measurement and payment for this item shall be by the contract unit price as a lump sum (LS) and shall include all materials, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM No. 20: FURNISH, AND INSTALL BRIDGE ABUTMENT

This item includes the construction of bridge abutments in locations shown on the plans and shall be in accordance with the applicable portions of ACI 318 and those of NCTCOG Item 204. Measurement and payment for this item shall be by the contract unit price bid per each (EA) and shall include all materials, labor, equipment, tools, and incidentals necessary to complete the work.

PAY ITEM No. 20: FURNISH, AND INSTALL PEDESTRIAN BRIDGE

This item includes the furnishing and installation of one (1) prefabricated pedestrian bridge in the location shown on the plans and shall be in accordance with the specifications therein. Measurement and payment for this item shall be by the contract unit price as a lump sum (LS) and shall include all materials, labor, equipment, tools, and incidentals necessary to complete the work.

END OF SECTION

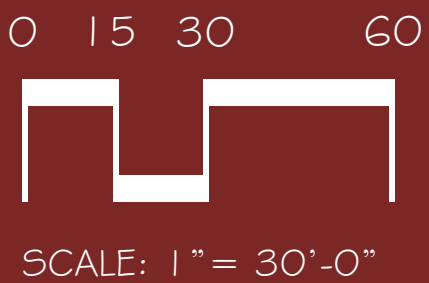


Westwood

Phone (214) 451-2765
Toll Free (888) 937-5150
Firm No. F-11756
Westwood Professional Services, Inc.

118 N. Ohio Street
Celina, TX 75009
westwoodps.com

CONCEPT PLAN
LESLIE PARK
CITY OF AUBREY



CITY OF AUBREY, DENTON COUNTY, TEXAS
MARCH 2024



PARKS AND RECREATION COORDINATOR: KURT KARNOWSKI

Westwood

VICINITY MAP
(NOT TO SCALE)

INTERIM REVIEW

THESE DOCUMENTS ARE INTENDED FOR
 INTERIM REVIEW ONLY AND NOT FOR
 REGULATORY APPROVAL, PERMITTING, OR
 CONSTRUCTION.

REGISTERED LANDSCAPE ARCHITECT
 TRICIA A. WOLVER
 TEXAS REGISTRATION NUMBER 2225

PRELIMINARY NOT FOR CONSTRUCTION THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.
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<u>SHEET</u>	<u>DESCRIPTION</u>
C0.01	GENERAL NOTES
C1.00	DEMOLITION PLAN 1
C1.01	DEMOLITION PLAN 2
C2.00	DEMOLITION CONTROL PLAN 1
C2.01	DEMOLITION CONTROL PLAN 2
C3.00	GRADING PLAN 1
C3.01	GRADING PLAN 2
C3.03	GRADING PROFILE
C4.00	EROSION CONTROL PLAN
C4.01	EROSION CONTROL DETAILS
L0.01	LANDSCAPE SPECIFICATIONS
L0.02	LANDSCAPE SPECIFICATIONS
L1.00	LAYOUT PLAN
L1.01	HARDSCAPE DETAILS
L1.02	VENDOR SPECIFICATIONS SHEET
L1.03	VENDOR SPECIFICATIONS SHEET
L2.00	PLANTING PLAN
L2.01	PLANTING DETAILS
L3.00	IRRIGATION PLAN
L3.01	IRRIGATION DETAILS
L4.00	BRIDGE SPECIFICATIONS SHEET
L4.01	BRIDGE SPECIFICATIONS SHEET
L4.02	BRIDGE SECTIONS
L4.03	BRIDGE SECTIONS
L4.04	BRIDGE SECTIONS
S000	STRUCTURAL GENERAL NOTES
S001	STRUCTURAL GENERAL NOTES
S100	ABUTMENT DETAILS BRIDGE
S101	FOUNDATION PLAN
S200	FOUNDATION DETAILS

4	03/22/2024	ISSUE FOR BID				
3	03/15/2024	ISSUE FOR REVIEW				
2	02/02/2024	90% CD SUBMITTAL				
1	12/22/2023	60% CD SUBMITTAL				
NO.	DATE	ISSUE				
NO.	DATE	REVISION				
 118 N. OHIO STREET CELINA, TX 75009 214.451.2765 COVER AUBREY LESLIE PARK PARK RENOVATIONS CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L0.00

TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301

PK FILE: 0046217.00

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AUBREY LESLIE PARK

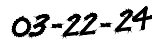
1. ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE CITY OF AUBREY STANDARD CONSTRUCTION SPECIFICATIONS.
2. THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, THE CITY STANDARDS FOR CONSTRUCTION, AND ANY OTHER APPLICABLE STANDARDS AND SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED, FAILURE ON THE PART OF THE CONTRACTOR TO BE FAMILIAR WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THIS WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY OF PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
3. THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SUBSURFACE UTILITIES HAVE BEEN DETERMINED BY DATA RECORDS OR OTHER MEANS. CONTRACTOR SHALL VERIFY THAT NECESSARY CROSSLAND CLEARANCE OF ALL EXISTING AND PROPOSED UTILITIES EXIST PRIOR TO CONSTRUCTION OF ANY SUCH CROSSINGS. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL MANHOLES, CLEANOUTS, VALVE BOXES, AND FLOW INDICATORS, ETC. CONTRACTOR TO ADJUST TO PROPER LINE AND GRADE PRIOR TO AND AFTER THE PLACING OF PERMANENT PAVING AND GRADING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING THE CONSTRUCTION OF THE PAVING FOR THIS DEVELOPMENT.
5. 1. PROTECT AND MAINTAIN ROADWAY TRAFFIC THROUGHOUT THE PROJECT, PROVIDING A MINIMUM OF ONE (1) LANE OPEN IN EACH DIRECTION;
2. PROVIDE AND MAINTAIN INTERIM ACCESS FROM ROADWAYS CURRENTLY IN USE TO ALL DRIVEWAYS AND INTERSECTING STREETS OR ALLEYS;
3. MAINTAIN NORMAL PROJECT DRAINAGE AND INTERIM DRAINAGE FACILITIES ARE FUNCTIONAL, REMOVING, WHERE NECESSARY, INTERIM REPLACEMENT OF EXISTING DRAINAGE STRUCTURES REQUIRED FOR CONSTRUCTION OF NEW DRAINAGE FACILITIES;
4. MAINTAIN ALL WORK AND MATERIAL STORAGE AREAS IN ORDERLY CONDITION, FREE OF DEBRIS AND WASTE. ON COMPLETION OF CONSTRUCTION, CLEAN UP THE PROJECT AND ADJACENT AREAS AFFECTED AREA TO ORIGINAL CONDITION, AND AS PROVIDED IN THE GENERAL CONDITIONS.
6. PRIOR TO COMMENCEMENT OF CONSTRUCTION, BONDS AND THREE-WAY CONTRACTS SHALL BE SUBMITTED TO THE CITY AS REQUIRED.
7. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING TRENCH SAFETY.
8. REFLECT SURVEILLANCE AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
9. REFER TO ARCHITECTURAL PLANS FOR DETAILED BUILDING ENTRANCE LAYOUTS, RAMPS, LANDSCAPE, AND SIDEWALKS.
10. BARRICADING AND PROJECT SIGNS SHALL CONFORM TO TEXAS DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND LATEST UPDATES.
11. THE CONTRACTOR SHALL OBTAIN AND COMPLY WITH ALL CITY ORDINANCES. THE PUBLIC RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH THE CITY PAVEMENT REPAIR MANUAL AND INCLUDED IN THE BASE BID.

1. REFER TO GEOTECHNICAL REPORT FOR REQUIREMENTS REGARDING FILL COMPACTION AND MOISTURE CONTENT.
2. UNLESS NOTED, ALL FILL IS TO BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY WITHIN 3% OF OPTIMUM MOISTURE CONTENT. FILL TO BE PLACED IN MAXIMUM LIFTS OF 6 INCHES.
3. SIDEWALKS AND ACCESSIBLE ROUTES SHALL HAVE A RUNNING SLOPE NO GREATER THAN 5% (UNLESS OTHERWISE NOTED) AND A CROSS SLOPE NO GREATER THAN 2%.
4. GRADING OF ALL HANDICAPPED SPACES AND ROUTES TO CONFORM TO FEDERAL, STATE, AND LOCAL CODES.
5. ALL PROPOSED AND EXISTING GRADES IN NON-PAVED AREAS ARE "FINISHED GRADE" (i.e. IN LANDSCAPE BEDS, TOP OF MULCH/BEDDING MATERIAL).
6. UNLESS NOTED, STORM DRAIN LINES SHALL BE OF THE FOLLOWING MATERIALS AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS:
 - 6.A. ROP C-76, CLASS III
 - 6.B. ADS N-12
 - 6.C. HANCOR HI-Q
 - 6.D. CONTECH ALUMINIZED ULTRA FLOW
7. UNLESS NOTED, GRATE INLETS TO BE "FOR TERRA PIPE AND PRECAST" CATCH BASIN SIZED AS SHOWN, OR APPROVED EQUAL.
8. FINAL PAVING, CURB, AND SIDEWALK ELEVATIONS WILL BE PLACED AT PLUS OR MINUS 0.03 FOOT.
9. REFER TO LANDSCAPE SPECIFICATIONS FOR SEEDING AND SODDING REQUIREMENTS.
10. ANY CONCRETE, ROCK, OR MATERIAL DEEMED BY THE ENGINEER TO BE UNSUITABLE FOR SUBGRADE SHALL BE DISPOSED OF OFFSITE AT CONTRACTOR'S EXPENSE.
11. TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
12. EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
13. A ROUND MANHOLE COVER MEETING CITY SPECIFICATIONS SHALL BE PLACED IN ALL INLET TOPS NEAR THE CURB.
14. ALL CONCRETE FOR INLETS AND DRAINAGE STRUCTURES SHALL CONFORM TO NCTCOG ITEM 702.2.4, CLASS "A" (3000 PSI) UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN STANDARD CITY SPECIFICATIONS.
15. CRUSHED STONE BEDDING OR APPROVED EQUAL SHALL BE PROVIDED BY THE CONTRACTOR WHEN REQUIRED FOR LANDSCAPING IN TRENCHES. THERE SHALL BE NO ADDITIONAL PAY ITEM FOR CRUSHED STONE BEDDING.
16. IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.

1. ALL CONCRETE SHALL BE CLASS "A" (3000 PSI), UNLESS OTHERWISE NOTED.
2. ALL WATER MAINS SHALL BE PVC C900, DR 18, CLASS 235. FIRE PROTECTION SERVICES SHALL BE PVC C900, DR 14, CLASS 305 AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE FIRE PROTECTION PLANS TO BE PREPARED BY A LICENSED FIRE PROTECTION CONTRACTOR.
3. WATER AND SANITARY SEWER SERVICES SHALL MEET PLUMBING CODE REQUIREMENTS.
4. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISE NOTED.
5. SANITARY SEWER PIPE SHALL BE PVC SDR-35.
6. WHEN WATER AND SANITARY SEWER MAINS, SERVICES, AND LATERALS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN NINE FEET IN ALL DIRECTIONS AND PARALLEL SHALL NOT BE INSTALLED IN SEPARATE TRENCHES WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED. THE FOLLOWING TQCO CHAPTERS SHALL APPLY:
 - 6.A. TQCO CHAPTER 217.53 PIPE DESIGN, SECTION (4) SEPARATION DISTANCES.
 - 6.B. TQCO CHAPTER 290.44 WATER DISTRIBUTION, SECTION (6) LOCATION OF WATERLINES.
7. CONTRACTOR TO VERIFY ALL EXISTING SEWER FLOW LINES BEFORE BEGINNING CONSTRUCTION.
8. CONTRACTOR SHALL TIE A ONE INCH WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE LINES AND HAVE A MINIMUM 36 INCH TIE. CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE CURB OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE BACKFILL. AFTER CURB AND PAVING IS COMPLETED, CONTRACTOR SHALL MARK THE LOCATION OF THE SEWER SERVICE ON THE CURB OR ALLEY IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
9. ALL SANITARY SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
10. THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. THE SANITARY SERVICE CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE CURB OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TIED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS."
11. ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS.
12. TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.2 AND SLOPE SHALL BE SET INCHES PER LINE INCH LIFTS TO THE TOP OF SUBGRADE TO MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
13. EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
14. VALVE BOXES SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24"x24"x6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE.
15. CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION.
16. IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.

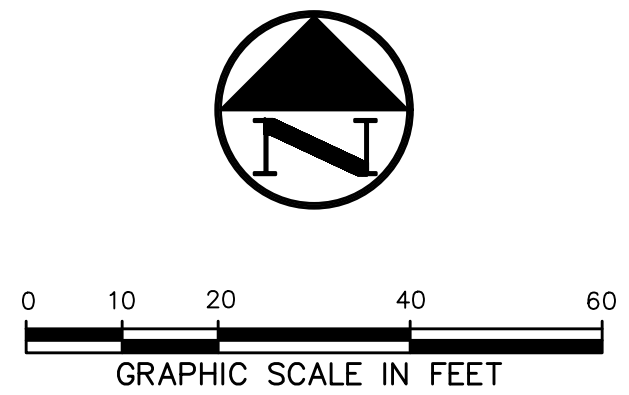
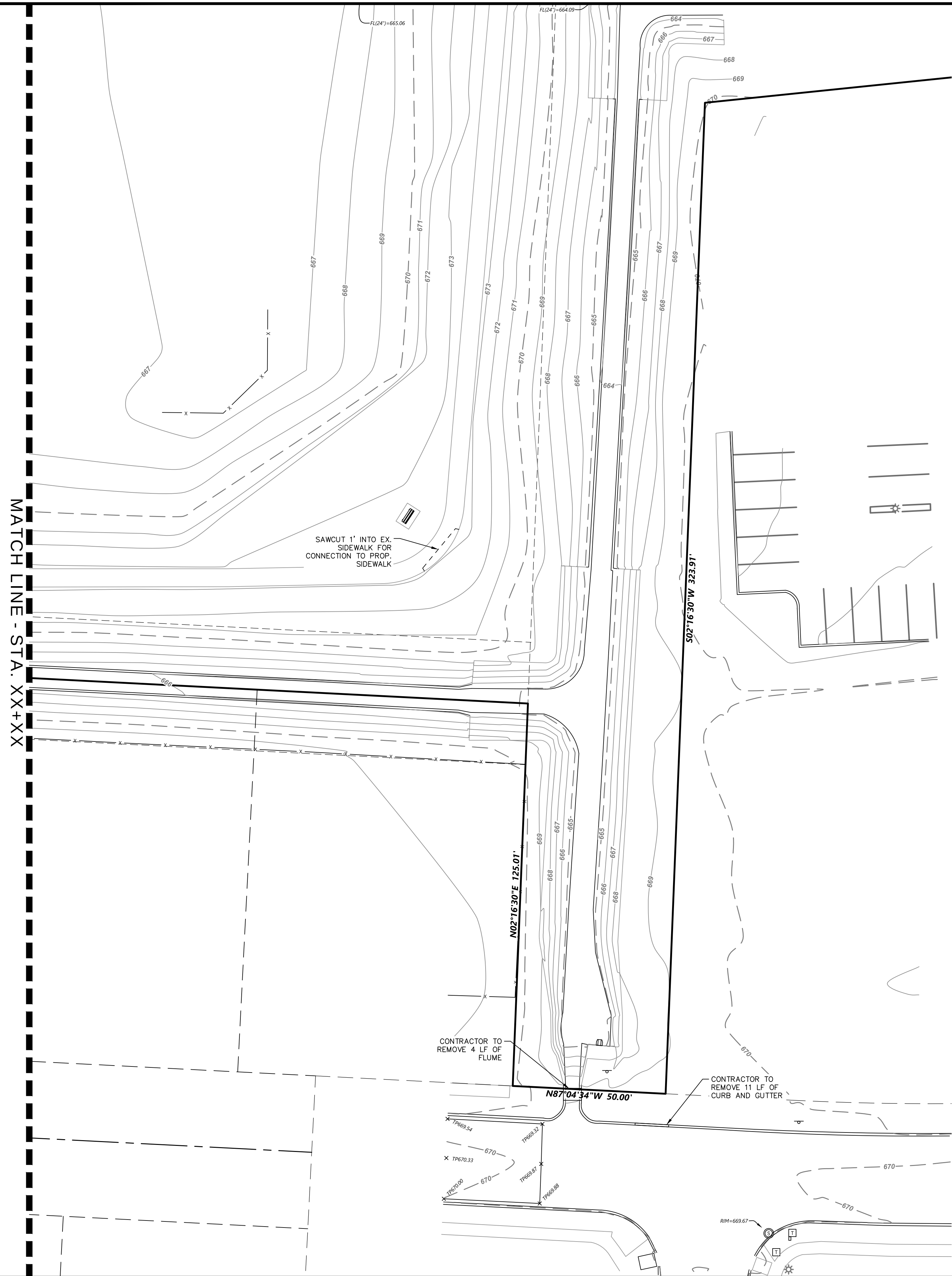
1. CONTRACTOR IS TO REVIEW ALL GENERAL NOTES PRIOR TO BEGINNING WORK.
2. REMOVE ALL EXISTING PAVEMENT AND STRUCTURES WITHIN THE LIMITS OF DEMOLITION UNLESS OTHERWISE NOTED.
3. SAWCUT AND REMOVE ALL EXISTING DRIVE APPROACHES (WITHIN THE LIMITS OF DEMOLITION) TWO FEET FROM BACK OF CURB. SIDEWALKS, PAVEMENT, AND UTILITIES WITHIN THE PAVED RIGHT-OF-WAY ARE TO REMAIN UNLESS OTHERWISE NOTED.
4. CONSULT THE DIMENSIONAL CONTROL PLAN. VERIFY THE PORTION OF EXISTING CONCRETE CURBS AND PAVEMENT WHICH ARE TO REMAIN.
5. COORDINATE WITH LOCAL POWER, TELEPHONE, CABLE, AND GAS COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES.
6. ALL UTILITIES SHOULD BE CUT AND PLUGGED IN ACCORDANCE WITH THEIR RESPECTIVE UTILITY COMPANY REQUIREMENTS AND PRIOR TO DEMOLITION OF THE EXISTING BUILDINGS.
7. CONTRACTOR TO PLUG ALL EXISTING EXPOSED ENDS OF ABANDONED UTILITIES.
8. CONTRACTOR TO DETERMINE SOURCE OF ALL EXPOSED UTILITIES AND, IF REQUIRED, RECONNECT TO PROPOSED UTILITIES.
9. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND LEGAL DISPOSAL OF ALL THE UNSUITABLE MATERIALS FROM THE PROJECT SITE. CONTRACTOR SHALL CONTACT ALL LOCAL AUTHORITIES TO DETERMINE DEMOLITION REQUIREMENTS.
10. ALL TREES ON THE PROPERTY SHALL BE PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS UNLESS OTHERWISE NOTED. THE TREE PROTECTION SHALL BE PLACED AROUND TREES PRIOR TO ANY WORK BEING DONE. PRIOR TO TREE PROTECTION, ALL TREE WORK SHALL BE COMPLETED. REFER TO LANDSCAPE PLANS FOR TREE REMOVAL AND PROTECTION DETAILS.
11. ALL DAMAGE DONE TO EXISTING TREE CROWNS OR ROOT SYSTEMS SHALL BE REPAIRED IMMEDIATELY BY AN APPROVED TREE SURGEON AT THE OWNER'S DIRECTION. ROOTS EXPOSED AND/OR DAMAGED DURING DEMOLITION AND/OR GRADING OPERATIONS SHALL BE CUT OFF AND BACKFILLED INSIDE THE TREE PROTECTION. ALL CURBS AND SURFACES PAINTED WITH AN APPROVED TREE PAINT, AND TOPSOIL AND MULCH PLACED OVER THE EXPOSED ROOT AREA IMMEDIATELY.
12. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING EROSION CONTROL MEASURES ON THE SITE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS UNTIL THE SITE HAS BEEN REPAIRED.
13. CONTRACTOR IS RESPONSIBLE FOR GRADING ALL DISTURBED AREAS TO ALLOW FOR POSITIVE DRAINAGE. GRADING SLOPES ARE NOT TO EXCEED 3:1.
14. AREAS EXCAVATED FOR FOUNDATION OR UNDERGROUND STRUCTURE REMOVAL SHALL BE BACKFILLED AND GRADDED TO MEET OR EXCEED STANDARD PROCTOR DENSITY.
15. CONTRACTOR IS RESPONSIBLE FOR SECURITY OF THE SITE DURING DEMOLITION ACTIVITIES AND UNTIL SUBSTANTIAL COMPLETION.
16. ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND PROJECTS ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND CITY STANDARD CONSTRUCTION SPECIFICATIONS.
17. THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SUBSURFACE UTILITIES HAVE BEEN DETERMINED FROM DATA RECORDED BY OTHERS. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL UTILITY MAINS, MANHOLES, CLEANOUTS, VALVE BOXES, AND FIRE HYDRANTS, ETC., FROM DEMOLITION.
18. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING TRENCH SAFETY.
19. BARRICAADING AND PROJECT SIGNS SHALL CONFORM TO TEXAS DEPARTMENT OF TRANSPORTATION AND MCDONOUGH COUNTY STANDARDS FOR DEVICES AND LATEST UPDATES.
20. CONTRACTOR SHALL MAINTAIN EXISTING PAVEMENT AND ACCESS TO FIRE HYDRANTS ON SITE UNTIL THE BUILDINGS AND STRUCTURES IN THAT AREA HAVE BEEN DEMOLISHED AND REMOVED.
21. CONTRACTOR WILL PROVIDE ON-SITE PARKING FOR WORKERS. VEHICLE PARKING WILL NOT BE ALLOWED WITHIN THE PROJECT LIMITS.
22. CONTRACTOR WILL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ADEQUATE DUST CONTROL MEASURES DURING DEMOLITION ACTIVITIES.
23. CONTRACTOR IS TO COORDINATE DEMOLITION ACTIVITIES WITH THE HAZARDOUS MATERIAL ABATEMENT CONTRACTORS' ACTIVITIES.
24. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL TEMPORARY UTILITY SERVICES REQUIRED TO COMPLETE THE SCOPE OF WORK.

1. ALL DIMENSIONS ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL CONCRETE SHALL CONFORM TO NCTCOG ITEM 303.3.4, CLASS "A" (3000 PSI) UNLESS OTHERWISE SHOWN ON THESE PLANS. STATED IN STANDARD CITY SPECIFICATIONS OR STATED IN TxDOT STANDARD SPECIFICATIONS.
3. SUBGRADE PREPARATION IN RIGHT OF WAY SHALL CONFORM TO STANDARD CITY SPECIFICATIONS OR TxDOT STANDARD SPECIFICATIONS.
4. ALL AREAS SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 6 INCH LIFTS, UNLESS OTHERWISE NOTED, OR STATED IN GEOTECH REPORT. REFER TO STRUCTURAL SPECIFICATIONS FOR FILL PLACED BENEATH BUILDING AREAS. ALL OTHER FILL AREAS TO BE COMPACTED TO 90% STANDARD PROCTOR.
5. ALL STRUCTURAL DETAILS SHALL BE IN ACCORDANCE WITH THE ENGINEER FOR APPROVAL. EXPANSION JOINT SPACING SHALL BE 90' MAXIMUM EACH WAY WITH NO KEYWAYS AND SAWED DUMMY JOINTS SHALL BE 15' EACH WAY, UNLESS OTHERWISE NOTED.
6. TRANSVERSE CONSTRUCTION JOINTS SHALL BE USED AT THE END OF EACH DAYS PAVING AND WHERE INTERRUPTIONS SUSPEND OPERATIONS FOR MORE THAN 24 HOURS.
7. ALL PAVING TO BE REMOVED SHALL BE SAWCUT TO NEAT LINE, MINIMUM 1-1/2" DEEP, AND THE PAVEMENT REMOVED IN SUCH A MANNER AS TO PRESERVE THE EXISTING TRANSVERSE REINFORCING STEEL TO THE MAXIMUM EXTENT POSSIBLE.
8. ALL CURB AND GUTTER SHALL BE INTEGRAL WITH THE PAVEMENT AND HAVE THE SAME COMpressive STRENGTH.
9. PAVEMENT REINFORCEMENT SHALL BE #3 BARS, SPACED AT 18 INCHES CENTER TO CENTER EACH WAY EXCEPT WHERE OTHERWISE NOTED IN THE PLANS OR GEOTECH REPORT.
10. BAR END CHAIRS BE 4 DIAMETERS IN LENGTH.
11. ALL STRIPES SHALL BE 4 INCHES WIDE, UNLESS OTHERWISE NOTED.
12. INSTALLATION AND PLACEMENT OF IRRIGATION SLEEVES AND UTILITY CONDUITS SHALL BE IN ACCORDANCE WITH LANDSCAPE ARCHITECT AND MEP PLANS. CONTRACTOR TO VERIFY ALL CONDUITS HAVE BEEN PROTECTED.
13. SIDEWALKS AND ACCESSIBLE ROUTES SHALL HAVE A RUNNING SLOPE NO GREATER THAN 5% (UNLESS OTHERWISE NOTED) AND A CROSS SLOPE NO GREATER THAN 2%.



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TX REG. SURVEYING FIRM LS-1007430

AUBREY LESLIE PARK

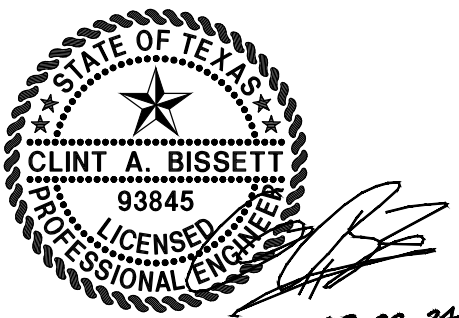


LEGEND

B _L	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FDH	FIRE HYDRANT
CL	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FL	FLOOD LIGHT
FF	FLAG POLE
ISI	TRAFFIC SIGNAL IRON
1/2"	1/2-INCH IRON ROD
W/P	W/PAACHEVO HOCH* CAP SET
CON	CONTROLLING MONUMENT
LINE	PROPERTY LINE
FENCE	FENCE
OVERHEAD	OVERHEAD UTILITY LINE
FIBER	FIBER OPTIC LINE
30' R.C.P.	UNDERGROUND STORM LINE
T	UNDERGROUND ELECTRIC LINE
6" W	UNDERGROUND TELEPHONE LINE
6" SS	UNDERGROUND CABLE LINE
6" S	UNDERGROUND WATER LINE
6" SS	UNDERGROUND SANITARY SEWER LINE
615	EXIST CONTOUR
612.39	EXIST SPOT ELEVATION
611.89	EXIST TOP OF CURB ELEVATION
611.89	EXIST GUTTER ELEVATION
SAW CUT	LIMITS OF SAWCUT
	DEMOLITION AREA

DEMOLITION GENERAL NOTES

1. CONTRACTOR IS TO REVIEW ALL GENERAL NOTES PRIOR TO BEGINNING WORK.
2. REMOVE ALL EXISTING PAVEMENT AND STRUCTURES WITHIN THE LIMITS OF DEMOLITION UNLESS OTHERWISE NOTED.
3. SAWCUT AND REMOVE ALL EXISTING DRIVE APPROACHES (WITHIN THE LIMITS OF DEMOLITION) TWO FEET FROM BACK OF CURB. SIDEWALKS, PAVEMENT, AND
4. UTILITIES WITHIN THE PROPER RIGHT-OF-WAY ARE TO REMAIN UNLESS OTHERWISE NOTED.
5. CONSULT THE DIMENSIONAL CONTROL PLAN. VERIFY THE PORTION OF EXISTING CONCRETE CURBS AND PAVEMENT WHICH ARE TO REMAIN.
6. COORDINATE WITH LOCAL POWER, TELEPHONE, CABLE, AND GAS COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES.
7. ALL UTILITIES SHOULD BE CUT AND PLUGGED IN ACCORDANCE WITH THEIR RESPECTIVE UTILITY COMPANY REQUIREMENTS AND PRIOR TO DEMOLITION OF THE EXISTING BUILDINGS.
8. CONTRACTOR TO PLUG ALL EXISTING EXPOSED ENDS OF ABANDONED UTILITIES.
9. CONTRACTOR TO DETERMINE SOURCE OF ALL EXPOSED UTILITIES AND, IF REQUIRED, RECONNECT TO PROPOSED UTILITIES.
10. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND LEGAL DISPOSAL OF ALL THE UNSUITABLE MATERIALS FROM THE PROJECT SITE. CONTRACTOR SHALL CONTACT ALL LOCAL AUTHORITIES TO DETERMINE DISPOSAL REQUIREMENTS.
11. CONTRACTOR SHALL PROTECT ALL TREES FROM DAMAGE DURING DEMOLITION OPERATIONS UNLESS OTHERWISE NOTED. THE TREE PROTECTION SHALL BE PLACED AROUND TREES PRIOR TO ANY DEMOLITION OR GRADING. TREE PROTECTION SHALL REMAIN UNTIL ALL WORK IS COMPLETED. REFER TO LANDSCAPE PLANS FOR TREE REMOVAL AND PROTECTION DETAILS.
12. ANY DAMAGE DONE TO EXISTING TREE CROWNS OR ROOT SYSTEMS SHALL BE REPAIRED IMMEDIATELY BY AN APPROVED TREE SURGEON AT THE OWNER'S DIRECTION. ROOTS EXPOSED AND/OR DAMAGED DURING DEMOLITION AND/OR GRADING OPERATIONS SHALL BE CUT OFF CLEARLY INSIDE THE EXPOSED OR DAMAGED AREA. ALL BRANCHES FAIRLY WOUND WITHIN THE TRUNK AND TOPSOIL AND MULCH PLACED OVER THE EXPOSED ROOT AREA IMMEDIATELY.
13. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING EROSION CONTROL MEASURES ON THE SITE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS UNTIL THE SITE HAS BEEN STABILIZED.
14. CONTRACTOR IS RESPONSIBLE FOR GRADING ALL DISTURBED AREAS TO ALLOW FOR POSITIVE DRAINAGE. GRADING SLOPES ARE NOT TO EXCEED 3:1.
15. AREAS EXCAVATED FOR FOUNDATION OR UNDERGROUND STRUCTURE REMOVAL SHALL BE BACK-FILLED AND COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY.
16. CONTRACTOR IS RESPONSIBLE FOR SECURITY OF THE SITE DURING DEMOLITION ACTIVITIES AND UNTIL SUBSTANTIAL COMPLETION.
17. ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND CITY STANDARD CONSTRUCTION SPECIFICATIONS.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS REQUIRED FOR THE PROJECT. IF RECORDS HAVE BEEN DETERMINED FROM DATA RECORDED BY OTHERS, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL UTILITY MAINS, MANHOLES, CLEANOUTS, VALVE BOXES, AND FIRE HYDRANTS, ETC. IN THE AREA OF DEMOLITION.
19. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING TRENCH SAFETY.
20. BARRICADING AND PROJECT SIGNS SHALL CONFORM TO TEXAS DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND LATEST EDITIONS.
21. CONTRACTOR SHALL MAINTAIN EXISTING PAVEMENT AND ACCESS TO FIRE HYDRANTS ON SITE UNTIL THE BUILDINGS AND STRUCTURES IN THAT AREA HAVE BEEN DEMOLISHED AND REMOVED.
22. CONTRACTOR WILL PROVIDE ON-SITE PARKING FOR WORKERS. VEHICLE PARKING WILL NOT BE ALLOWED WITHIN THE PUBLIC RIGHT-OF-WAY.
23. CONTRACTOR WILL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ADEQUATE DUST CONTROL MEASURES DURING DEMOLITION ACTIVITIES.
24. CONTRACTOR IS TO COORDINATE DEMOLITION ACTIVITIES WITH THE HAZARDOUS MATERIAL ABATEMENT CONTRACTORS' ACTIVITIES, IF APPLICABLE.
25. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL TEMPORARY UTILITY SERVICES REQUIRED TO COMPLETE THE SCOPE OF WORK.

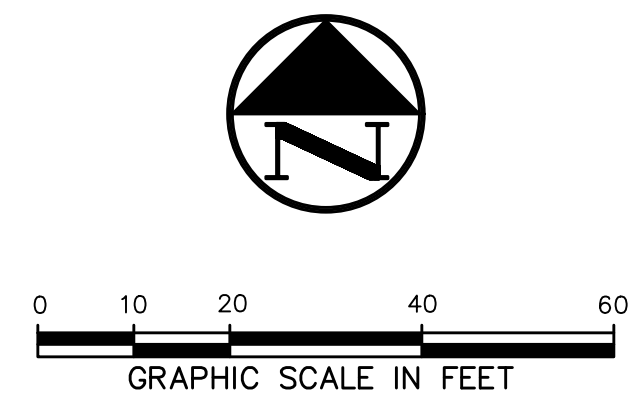
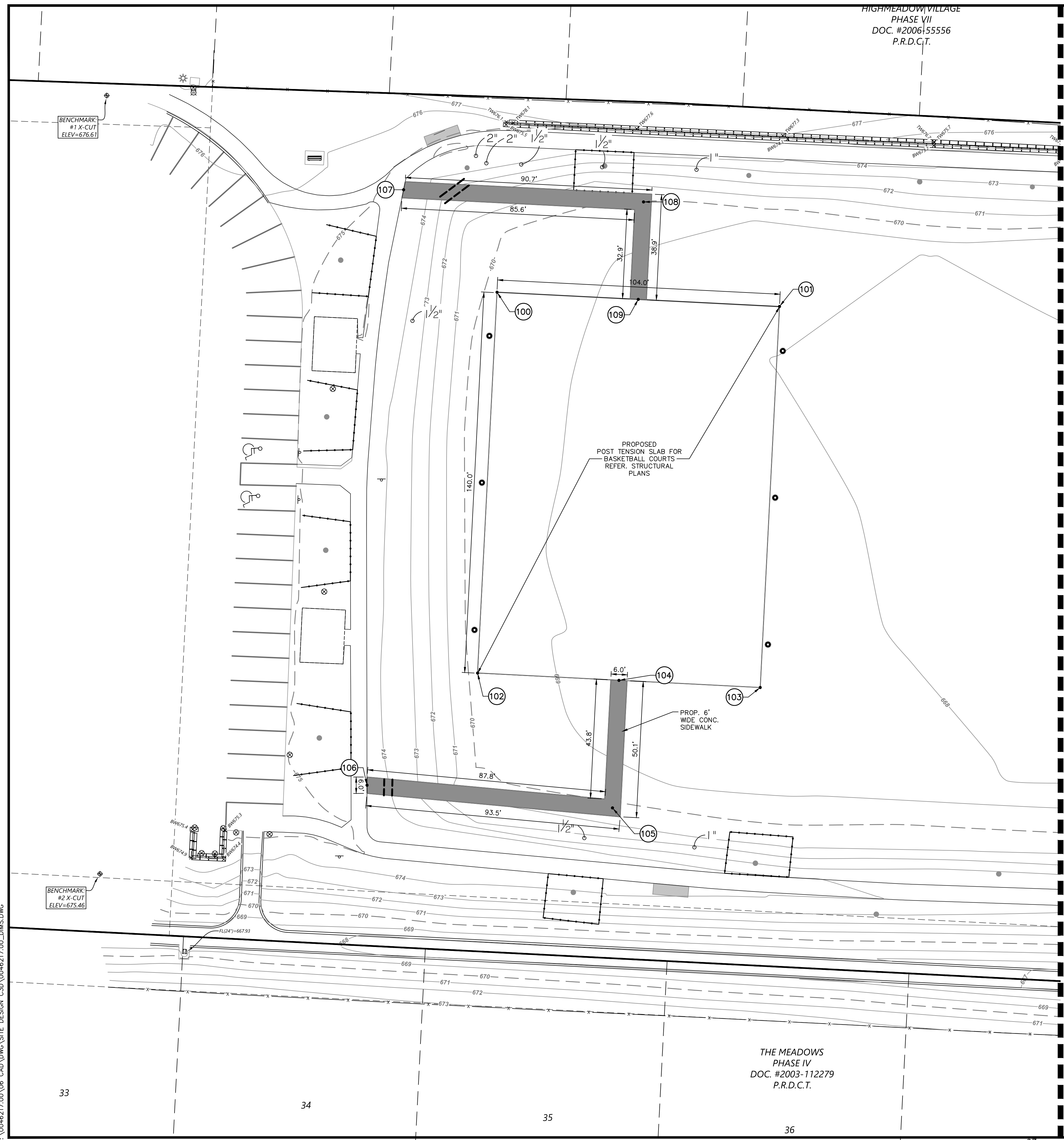


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TX REG. ENGINEERING FIRM F-11756

TX REG. SURVEYING FIRM LS-10074301

NO.	DATE	REVISION				
Westwood						118 N. OHIO STREET CELINA, TX 75009 214.451.2765
DEMOLITION PLAN 2						
LESLIE PARK						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CAB	JDW	MAR 2024	1"=20'			C1.01



LEGEND	
B.	BOLLARD
EMD	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WJ	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FHV	FIRE HYDRANT
CO	CLEANOUT
MH	MANHOLE
TSP	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FL	FLOOD LIGHT
FL	FLAG POLE
SIGN	TRAFFIC SIGN
IR	1/2-INCH IRON ROD
WCH	WATERCHUCK MOUNT CAP SET
CON	CONTROLLING MONUMENT
PR	PROPERTY LINE
FENCE	FENCE
COORD	COORDINATE DESIGNATION
PROPOSED FENCE	PROPOSED FENCE
FIRE LANE	FIRE LANE

ALL DIMENSIONS ARE TO
BACK-OF-CURB UNLESS
OTHERWISE NOTED

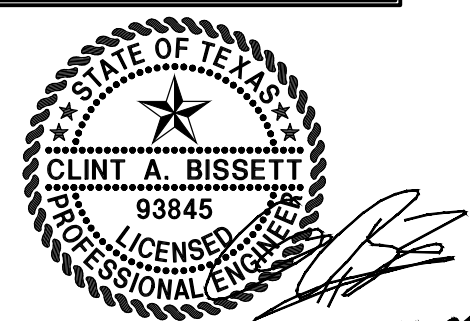
GENERAL NOTES

1. ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE CITY OF [REDACTED] STANDARD CONSTRUCTION SPECIFICATIONS.
2. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE FAMILIAR WITH THE PLANS, ALL NOTES, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, THE CITY STANDARDS FOR CONSTRUCTION, AND ANY OTHER APPLICABLE STANDARDS AND SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. FAILURE ON THE PART OF THE CONTRACTOR TO BE FAMILIAR WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THE WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PERFORMING THE WORK IN ACCORDANCE WITH SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
3. THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SUBSURFACE UTILITIES HAVE BEEN DETERMINED FROM DATA RECORDED BY OTHERS. CONTRACTOR SHALL VERIFY THAT NECESSARY CROSSING CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES EXIST PRIOR TO CONSTRUCTION OF ANY SUCH CROSSINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PREPARE THE PROJECT RECORD IN THIS REGARD FOR THIS PROJECT. CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL MANHOLES, CLEANOUTS, VALVE BOXES, AND FIRE HYDRANTS, ETC.. CONTRACTOR TO ADJUST TO PROPER LINE AND GRADE PRIOR TO AND AFTER PLACING DRAINAGE DITCHES AND DRAINAGE STRUCTURES. ALL UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING THE CONSTRUCTION OF THE PAVING FOR THIS DEVELOPMENT.
5. PROTECT AND MAINTAIN ROADWAY TRAFFIC THROUGHOUT THE PROJECT, PROVIDING A MINIMUM OF ONE (1) LANE OPEN IN EACH DIRECTION;
6. PROVIDE AND MAINTAIN INTERIM ACCESS FROM ROADWAYS CURRENTLY IN USE TO ALL DRIVEWAYS AND INTERSECTING STREETS OR ALLEYS;
7. MAINTAIN NORMAL PROJECT DRAINAGE UNTIL NEW DRAINAGE FACILITIES ARE FUNCTIONAL, INCLUDING, WHERE NECESSARY, INTERIM REPLACEMENT OF EXISTING DRAINAGE STRUCTURES REMOVED FOR CONSTRUCTION OF NEW DRAINAGE STRUCTURES;
8. MAINTAIN ALL WORK AND MATERIAL STORAGE AREAS IN ORDERLY CONDITION, FREE OF DEBRIS AND WASTE. ON COMPLETION OF CONSTRUCTION, CLEAN UP THE PROJECT AND ADJACENT AFFECTED AREAS TO ACCEPTABLE CONDITION, ALL AS PROVIDED IN THE GENERAL CONDITIONS.
9. PRIOR TO COMMENCEMENT OF CONSTRUCTION, BONDS AND THREE-WAY CONTRACTS SHALL BE SUBMITTED TO THE CITY AS REQUIRED.
10. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING TRENCH SAFETY.
11. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
12. REFER TO ARCHITECTURAL PLANS FOR DETAILED BUILDING ENTRANCE LAYOUTS, RAMPS, LANDSCAPE, AND SIDEWALKS.
13. BARRICADING AND PROJECT SIGNS SHALL CONFORM TO TEXAS DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND LATEST UPDATES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE ADJACENT PUBLIC RIGHT-OF-WAY TO BE OPEN TO TRAFFIC AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN THE ADJACENT PUBLIC RIGHT-OF-WAY TO BE OPEN TO TRAFFIC IN ACCORDANCE WITH THE CITY PAVING REPAIR MANUAL AND, INCLUDED IN THE BASE BID.

COORDINATE TABLE			
CORD. No.	NORTHING	EASTING	DESCRIPTION
100	7155708.90	2429990.65	SLAB CORNER
101	7155703.65	2430094.48	SLAB CORNER
102	7155568.95	2429983.50	SLAB CORNER
103	7155563.64	2430087.40	SLAB CORNER
104	7155566.27	2430035.46	CL SIDEWALK
105	7155519.39	2430033.09	CL SIDEWALK
106	7155527.73	2429942.85	CL SIDEWALK
107	7155746.55	2429956.30	CL SIDEWALK
108	7155742.09	2430044.49	CL SIDEWALK
109	7155706.28	2430042.56	CL SIDEWALK

BENCH MARK LIST

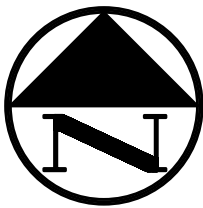
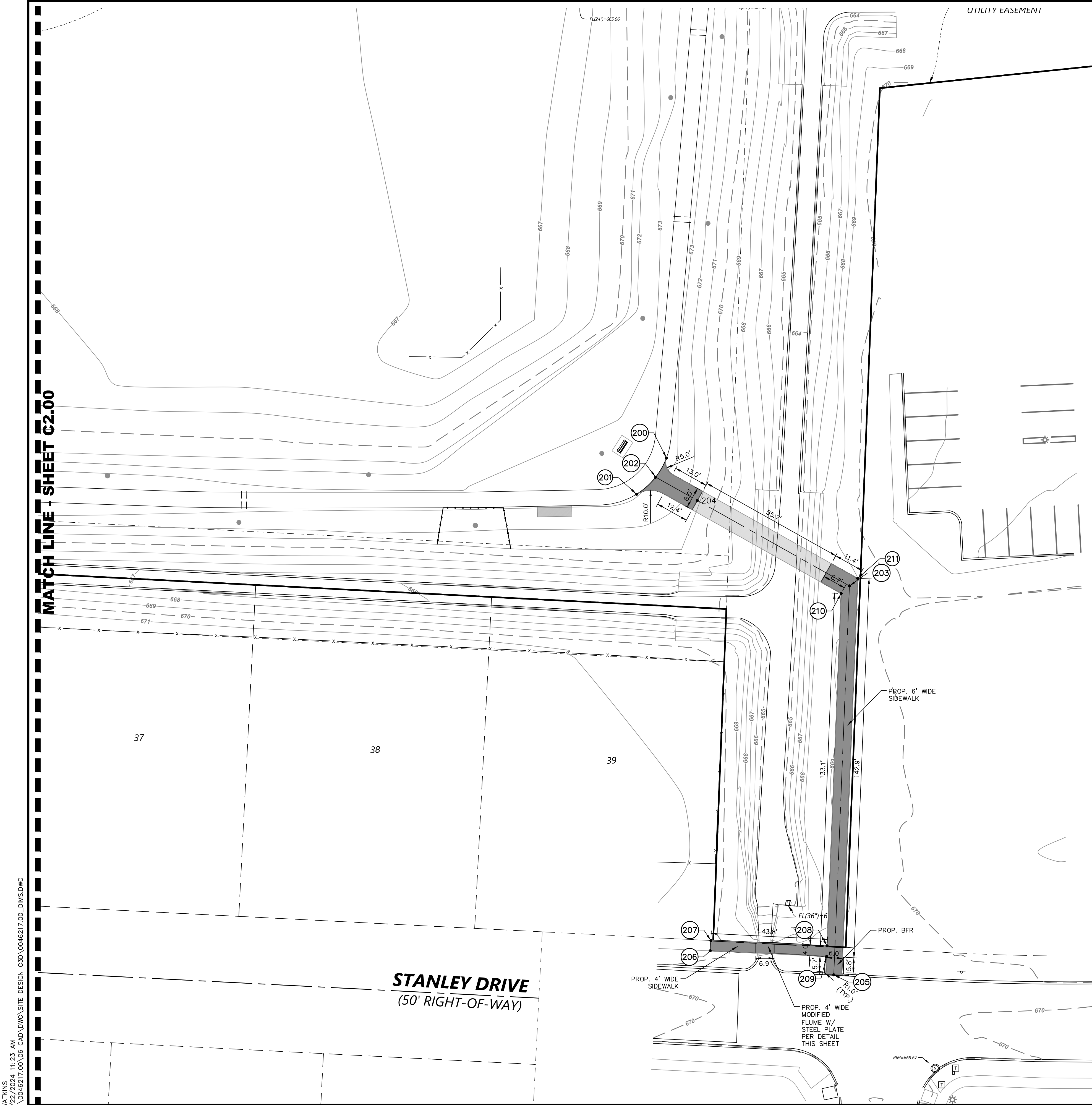
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05-22-24
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TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301

NO.	DATE	REVISION				
Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765				
DIMENSIONAL CONTROL PLAN 1						
LESLIE PARK						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CAB	JDW	MAR 2024	1"=20'			C2.00

AUBREY LESLIE PARK



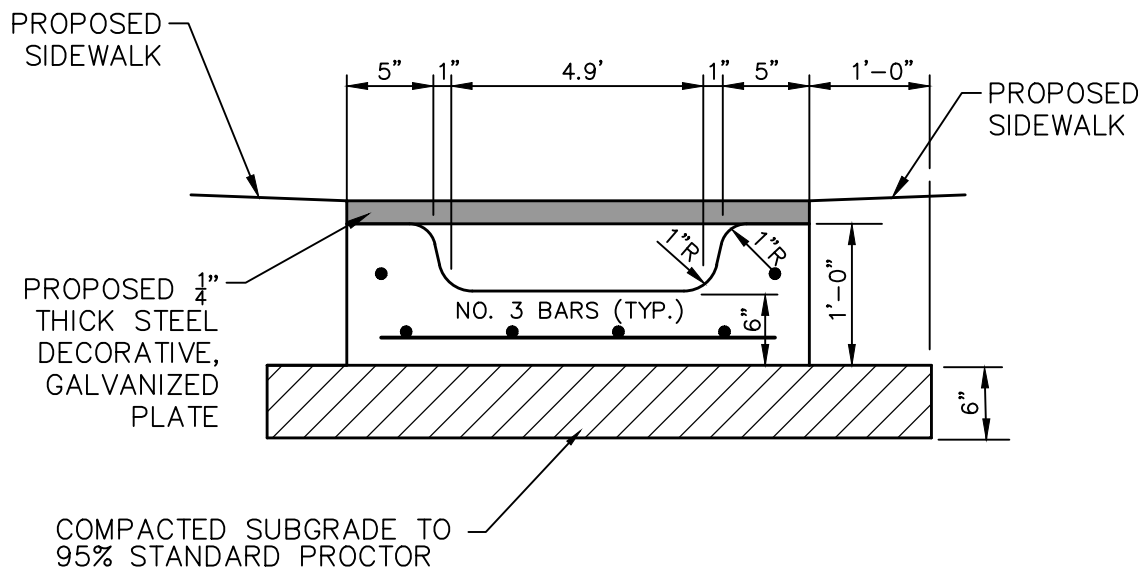
ALL DIMENSIONS ARE TO BACK-OF-CURB UNLESS OTHERWISE NOTED

LEGEND

B _L	BOLLARD
EM _D	ELECTRIC METER
PL _D	POWER POLE
LS _D	LIGHT STANDARD
WM _D	WATER METER
WV _D	WATER VALVE
ICV _D	IRRIGATION CONTROL VALVE
FD _D	FIRE HYDRANT
CO _D	CLEANOUT
MH _D	MANHOLE
TSC _D	TRAFFIC SIGNAL CONTROL
TSP _D	TRAFFIC SIGNAL POLE
TELE _D	TELEPHONE BOX
FL _D	FLOOD LIGHT
FT _D	FLAG POLE
SIG _D	TRAFFIC SIGN
IRS	1/2-INCH IRON ROD
(C.M.)	W/PACHECO KOCH" CAP SET
---	CONTROLLING MONUMENT
X	PROPERTY LINE
⊕	FENCE
⊕	COORDINATE DESIGNATION
X	PROPOSED FENCE
X	FIRE LANE

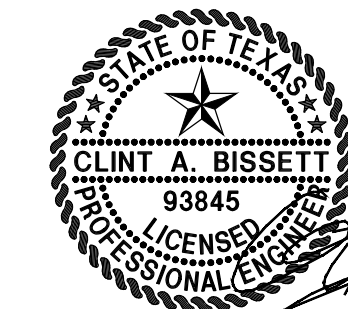
GENERAL NOTES

- ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE CITY OF _____ STANDARD CONSTRUCTION SPECIFICATIONS.
- PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE FAMILIAR WITH THE PLANS, ALL NOTES, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, THE CITY STANDARDS FOR CONSTRUCTION, AND ANY OTHER APPLICABLE STANDARDS AND SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. FAILURE ON THE PART OF THE CONTRACTOR TO BE FAMILIAR WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THIS WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY OF PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
- THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SUBSURFACE UTILITIES HAVE BEEN DETERMINED FROM DATA RECORDED BY OTHERS. CONTRACTOR SHALL VERIFY THAT NECESSARY CROSSING CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES EXIST PRIOR TO CONSTRUCTION OF ANY SUCH CROSSINGS. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL MANHOLES, CLEANOUTS, VALVE BOXES, AND FIRE HYDRANTS, ETC.. CONTRACTOR TO ADJUST TO PROPER LINE AND GRADE PRIOR TO AND AFTER THE PLACING OF PERMANENT PAVING AND GRADING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING THE CONSTRUCTION OF THE PAVING FOR THIS DEVELOPMENT.
- PROTECT AND MAINTAIN ROADWAY TRAFFIC THROUGHOUT THE PROJECT, PROVIDING A MINIMUM OF ONE (1) LANE OPEN IN EACH DIRECTION;
 - PROVIDE AND MAINTAIN INTERIM ACCESS ROADWAYS CURRENTLY IN USE TO ALL DRIVEWAYS AND INTERSECTING STREETS OR ALLEYS;
 - MAINTAIN NORMAL PROJECT DRAINAGE UNTIL NEW DRAINAGE FACILITIES ARE FUNCTIONAL, INCLUDING, WHERE NECESSARY, INTERIM REPLACEMENT OF EXISTING DRAINAGE STRUCTURES REMOVED FOR CONSTRUCTION OF NEW DRAINAGE FACILITIES;
 - MAINTAIN ALL WORK AND MATERIAL STORAGE AREAS IN ORDERLY CONDITION, FREE OF DEBRIS AND WASTE. ON COMPLETION OF CONSTRUCTION, CLEAN UP THE PROJECT AND ADJACENT AFFECTED AREAS TO ACCEPTABLE CONDITION, ALL AS PROVIDED IN THE GENERAL CONDITIONS.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, BONDS AND THREE-WAY CONTRACTS SHALL BE SUBMITTED TO THE CITY AS REQUIRED.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING TRENCH SAFETY.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
- REFER TO ARCHITECTURAL PLANS FOR DETAILED BUILDING ENTRANCE LAYOUTS, RAMPS, LANDSCAPE, AND SIDEWALKS.
- BARRICADING AND PROJECT SIGNS SHALL CONFORM TO TEXAS DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND LATEST UPDATES.
- EXACT SAWCUT PAVEMENT REMOVAL AND REPLACEMENT LIMITS WITHIN THE PUBLIC RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH THE CITY PAVEMENT REPAIR MANUAL AND INCLUDED IN THE BASE BID.



FLUME DETAIL

NOT TO SCALE



03-22-24

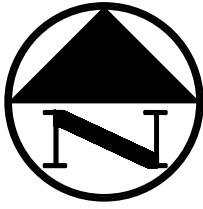
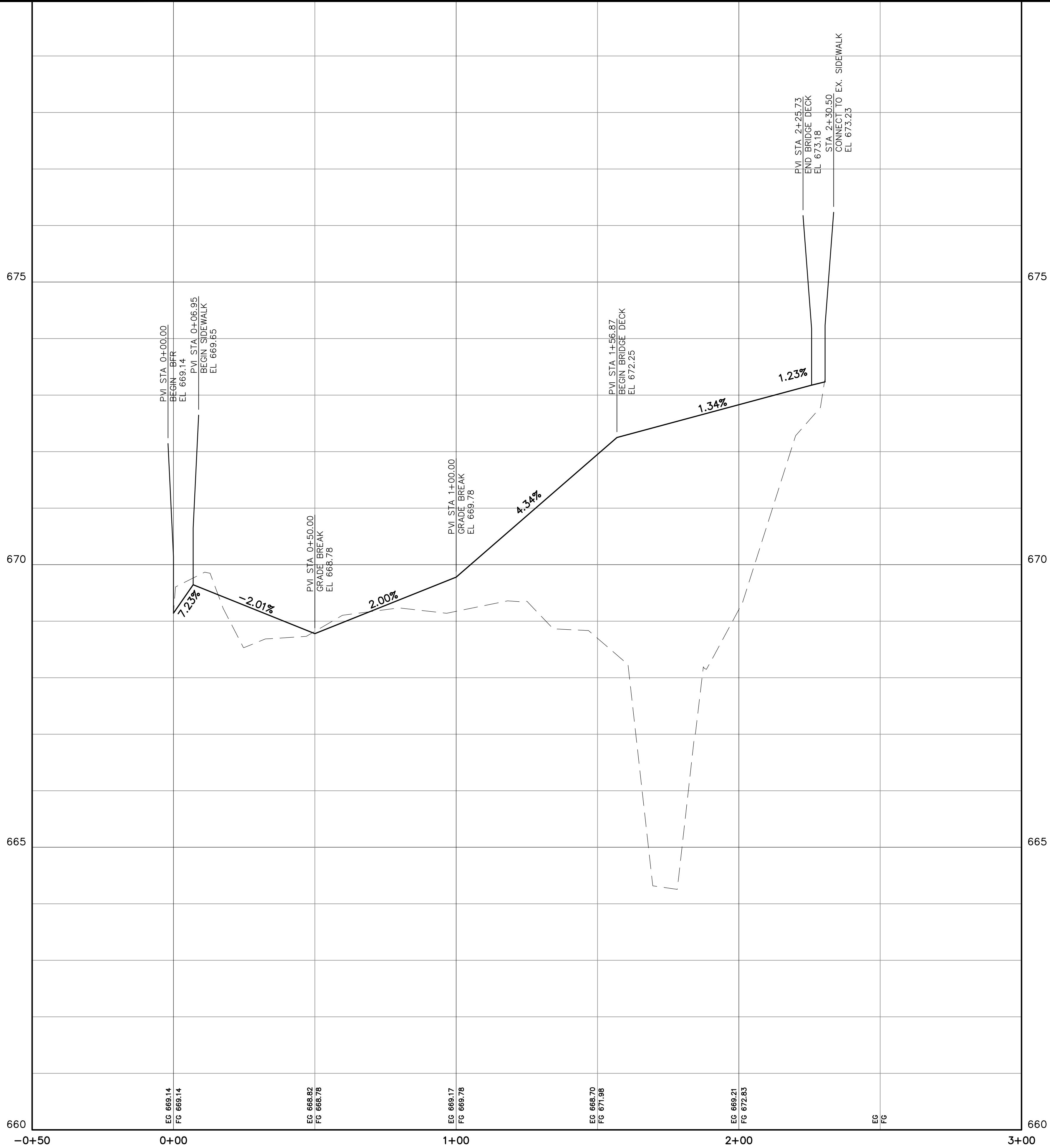
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TX REG. ENGINEERING FIRM F-11756

TX REG. SURVEYING FIRM LS-10074301

COORDINATE TABLE			
CORD. No.	NORTHING	EASTING	DESCRIPTION
200	7155501.82	2430385.73	SIDEWALK CONNECTION
201	7155488.19	2430374.46	SIDEWALK CONNECTION
202	7155494.63	2430381.67	SIDEWALK CL
203	7155453.66	2430454.64	SIDEWALK CL
204	7155485.83	2430397.34	SIDEWALK CL
205	7155307.16	2430448.76	SIDEWALK CL
206	7155316.20	2430402.18	SIDEWALK CONNECTION
207	7155320.09	2430402.42	SIDEWALK CONNECTION
208	7155318.06	2430446.21	SIDEWALK
209	7155314.07	2430446.05	SIDEWALK
210	7155450.82	2430451.53	SIDEWALK
211	7155456.49	2430457.76	SIDEWALK

J:\ATKINS\24\11\10_AH\3\10046217.00\06 CAD\DWG\SITE DESIGN_C3D\10046217.00_GRAD.DWG
3/22/2024 11:10 AM
N:\10046217.00\06 CAD\DWG\SITE DESIGN_C3D\10046217.00_GRAD.DWG



0 10 20 40 60
HORIZONTAL SCALE IN FEET

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VERTICAL SCALE IN FEET

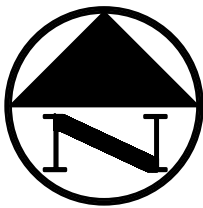


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TX REG. SURVEYING FIRM LS-10074301

NO.	DATE	REVISION				
Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765				
GRADING PROFILE						
LESLIE PARK						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CAB	JDW	MAR 2024	1"=20' V:1"=2'			C3.03

AUBREY LESLIE PARK



LEGEND

- BOLLARD
ELECTRIC METER
POWER POLE
LIGHT STANDARD
WATER METER
WATER VALVE
IRRIGATION CONTROL VALVE
FIRE HYDRANT
CLEANOUT
MANHOLE
TRAFFIC SIGNAL CONTROL
TRAFFIC SIGNAL POLE
TELEPHONE BOX
FLOOD LIGHT
FLAG POLE
TRAFFIC SIGN
1/2-INCH IRON ROD
W/"PACHECO KOCH" CAP SET
CONTROLLING MONUMENT
PROPERTY LINE
FENCE
OVERHEAD UTILITY LINE
EXIST CONTOUR
PROPOSED CONTOUR
PROPOSED DRAINAGE FLOW DIRECTION
PROPOSED CONSTRUCTION ENTRANCE
INLET PROTECTION
SILT FENCE (LIMITS OF DISTURBED AREA)
CHECK DAM

POLLUTION CONTROL GENERAL NOTES

- THIS PLAN HAS BEEN PREPARED TO PROVIDE MEANS TO PREVENT OR MINIMIZE POLLUTION OF STORM WATER.
- THE CONSTRUCTION ACTIVITY INCLUDED IN THIS PLAN WILL INCLUDE:
 - CLEARING AND GRUBBING
 - ROUGH GRADING
 - FINAL GRADING
 - UTILITY INSTALLATION
 - PAVEMENT INSTALLATION
 - BUILDING CONSTRUCTION
- THE STORM WATER EXITING THE SITE IS COLLECTED IN AN EXISTING DRAINAGE SYSTEM MAINTAINED BY THE CITY OF AUBREY, TEXAS.
- THE SOILS ON THE SITE ARE GENERALLY EXPANSIVE CLAYS.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION PROTECTION AROUND THE WORK AREA PERIMETER AND AT ALL INLET MOUTHS PRIOR TO COMMENCING WORK AND UNTIL THE WORK AREA HAS BEEN STABILIZED.
- THE CONTRACTOR WILL REMOVE ALL EXCESS SOIL FROM CONSTRUCTION VEHICLES PRIOR TO EXITING THE SITE.
- ALL DISTURBED AREAS WHICH WILL NOT BE RE-DISTURBED MUST BEGIN BEING STABILIZED IMMEDIATELY BY THE CONTRACTOR TO CONTROL EROSION. THE CONTRACTOR HAS 14 DAYS TO HAVE ALL STABILIZATION AND EROSION CONTROL DEVICES IN PLACE.
- THE CONTRACTOR SHALL UNDERTAKE PROPER METHODS TO REDUCE DUST GENERATION FROM THE SITE.
- THE CONTRACTOR MUST COMPLY WITH FEDERAL, STATE AND LOCAL REGULATIONS REGARDING SEDIMENT AND EROSION CONTROL.
- A COPY OF THIS PLAN, AS PART OF THE SWPPP, MUST BE KEPT AT THE CONSTRUCTION FACILITY DURING THE ENTIRE CONSTRUCTION PERIOD.
- CONSTRUCTION SEQUENCING MUST PROVIDE FOR THE EXCAVATION OF AN ON-SITE BASIN AS A SEDIMENT COLLECTION BASIN PRIOR TO THE DISTURBANCE OF GREATER THAN 10 ACRES OF LAND.
- ALL FINISHED GRADES ARE TO BE HYDROMULCHED, SPOT SOODED OR SEEDED AND WATERED UNTIL GROWTH IS ESTABLISHED ON AND OFF-SITE.
- A PIT OR WASH OUT BASIN SHALL BE CONSTRUCTED ON-SITE BY THE CONTRACTOR FOR THE "WASH OUT" OF CONCRETE TRUCKS.
- A BERM OR OTHER SPILL PROTECTION MEASURE SHALL BE USED FOR ANY TEMPORARY FUEL STORAGE TANK ON-SITE.
- IF "PUMP" PUMPS ARE USED TO REMOVE WATER FROM EXCAVATED AREAS, FILTER THE DISCHARGE TO REMOVE SEDIMENT AND OTHER POLLUTANTS BEFORE THE WATER LEAVES THE SITE.
- TO PREVENT DAMAGE TO VEGETATION IN DOWNSTREAM WATER COURSES, LIMIT ANY PROPOSED LIME STABILIZATION OPERATIONS TO THAT WHICH CAN BE MIXED AND COMPACTED BY THE END OF EACH WORK DAY. GEOTEXTILE FABRIC IS NOT EFFECTIVE IN FILTERING LIME SINCE THE GRAIN SIZE IS SMALLER THAN THE OPENING IN THE FABRIC.
- VEHICLE PARKING AREAS, STAGING AREAS, STOCKPILES, SPOILS, ETC. SHALL BE LOCATED SUCH THAT THEY WILL NOT ADVERSELY AFFECT STORM WATER QUALITY. OTHERWISE, COVERING OR ENCIRCLING THE AREAS WITH PROTECTIVE MEASURES SHALL BE NECESSARY.
- STORE ALL TRASH AND BUILDING MATERIALS WASTE IN AN ENCLOSURE UNTIL IT CAN BE PROPERLY DISPOSED OF AT THE APPROPRIATE OFF-SITE FACILITIES.
- TRACKING OF SEDIMENT OFF-SITE BY TRUCK TRAFFIC SHALL BE HANDLED THROUGH REGULAR CLEANING.
- INSPECTIONS SHALL BE CONDUCTED BY THE PERMITEE ONCE EVERY TWO WEEKS AND WITHIN 24 HOURS AFTER STORM EVENT OF 0.5 INCHES OR MORE OR ONCE PER WEEK ON A SPECIFIC PRE-DEFINED DAY. THE INSPECTIONS WILL INCLUDE:
 - DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN STABILIZED.
 - AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
 - STRUCTURAL CONTROL MEASURES.
 - LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.
 - IDENTIFICATIONS OF MEASURES THAT NEED TO BE MAINTAINED, MODIFIED, OR ADDED TO CORRECT PROBLEMS.
- CONTRACTOR SHALL MINIMIZE THE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS PRESENT ON THE SITE TO PRECIPITATION AND TO STORMWATER.
- PERMANENTLY STABILIZE EXPOSED SOIL, WITHIN AND ADJACENT TO THE SITE, THAT IS DISTURBED BY VEHICLES, GRADING AND OTHER CONSTRUCTION ACTIVITIES.
- CONTAIN ALL RUNOFF FROM MATERIAL USED IN SUBGRADE STABILIZATION.
- MATERIAL STOCKPILES SHALL BE COVERED BY PLASTIC OR SURROUNDED BY EROSION CONTROL STRUCTURES TO CONTROL SEDIMENT RELEASES.
- CONTRACTOR SHALL PROTECT SLOPES IN EXCESS OF 15% IN ORDER TO MINIMIZE EROSION OF SOILS AND THE DISTURBANCE OF SLOPES.
- VEGETATION TO BE PRESERVED WHERE EVER POSSIBLE TO HELP REDUCE EROSION. WHERE VEGETATION MUST BE REMOVED, PRESERVE NATIVE TOPSOIL IN ALL AREAS POSSIBLE.
- MINIMIZE SOIL COMPACTION IN AREAS INTENDED FOR POST CONSTRUCTION PVIOUS SURFACE.



03-22-24

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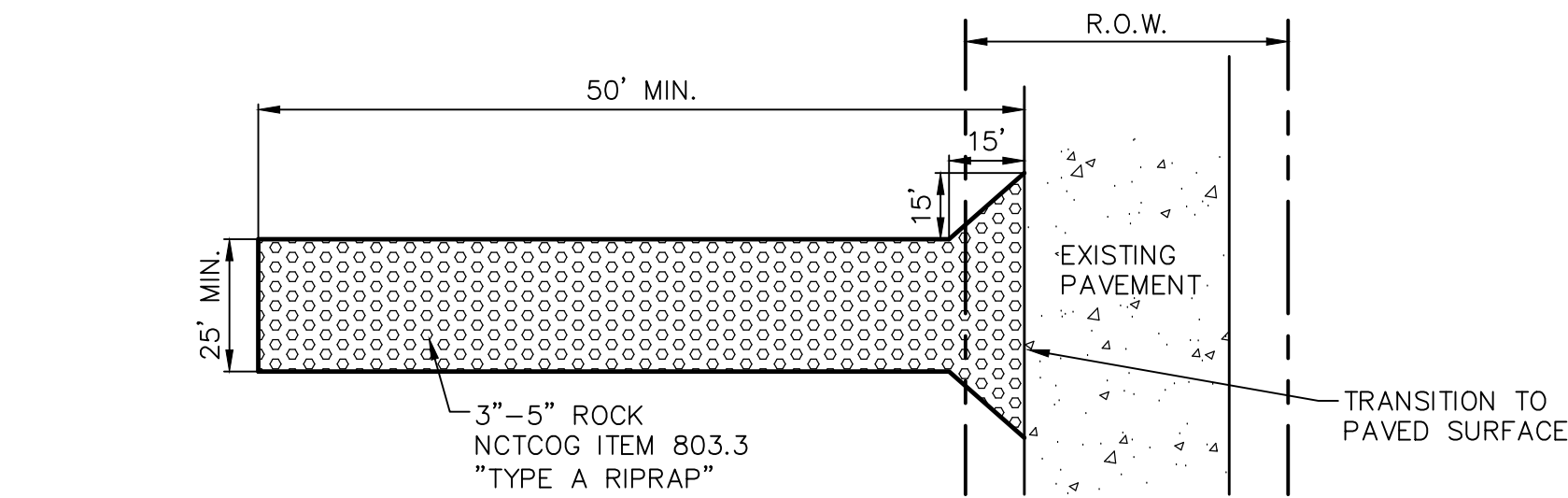
TX REG. ENGINEERING FIRM F-11756

TX REG. SURVEYING FIRM LS-10074301

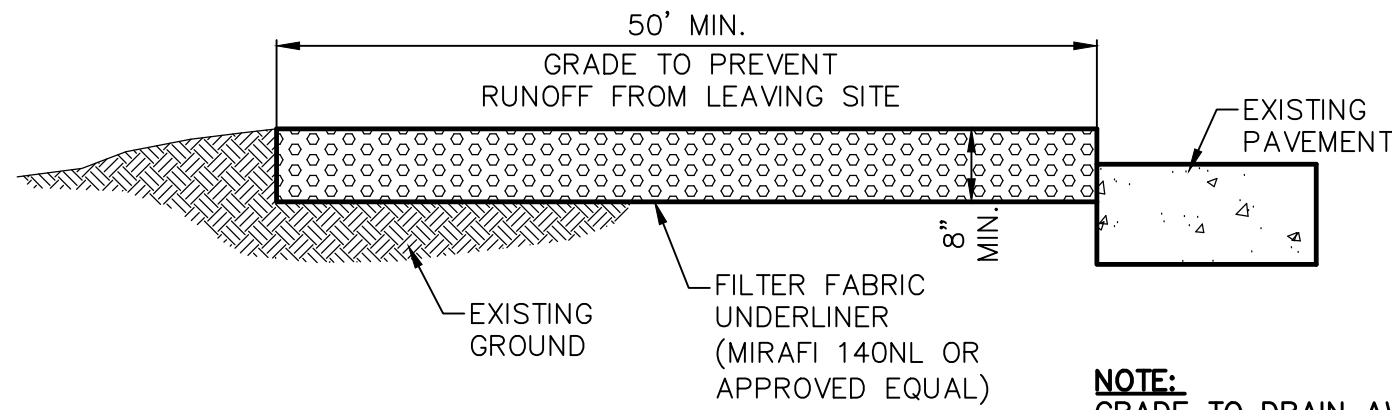
NO.		DATE		REVISION	
Westwood				118 N. OHIO STREET CELINA, TX 75009 214.451.2765	
EROSION CONTROL PLAN					
LESLIE PARK					
CITY OF AUBREY, DENTON COUNTY, TEXAS					
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE
CAB	JDW	MAR 2024	1"=40'		
					C4.00

AUBREY LESLIE PARK

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3/24/24 11:11 AM
JWATKINS



PLAN VIEW



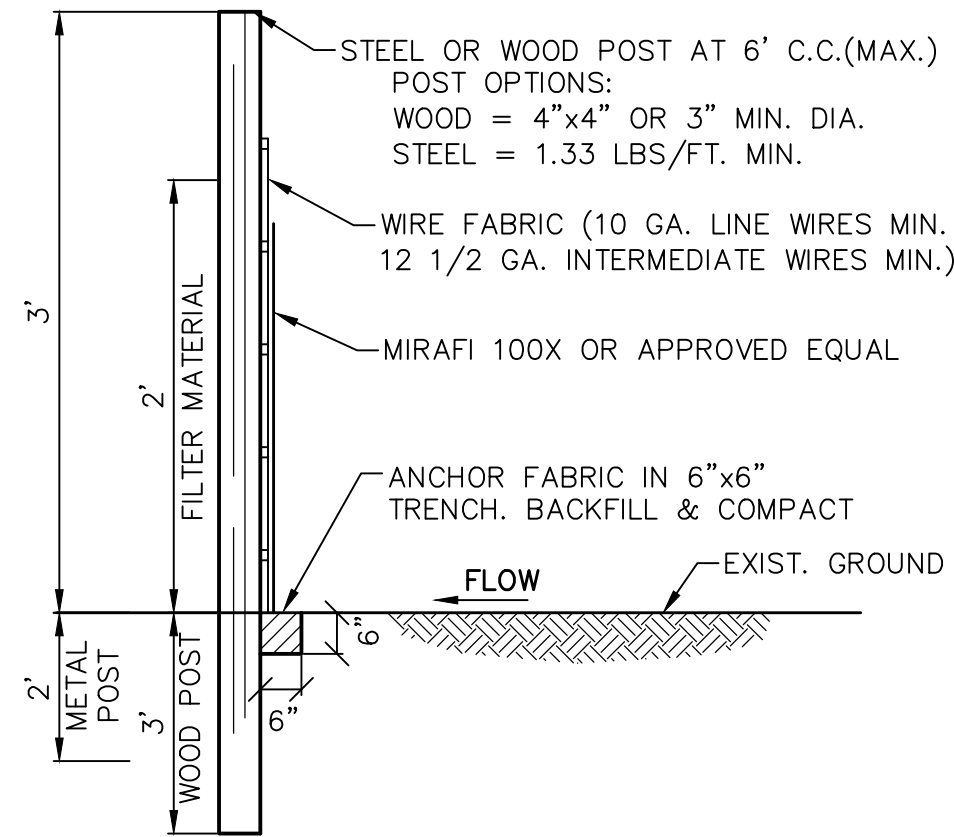
PROFILE

STABILIZED CONSTRUCTION ENTRANCE

1

NOT TO SCALE

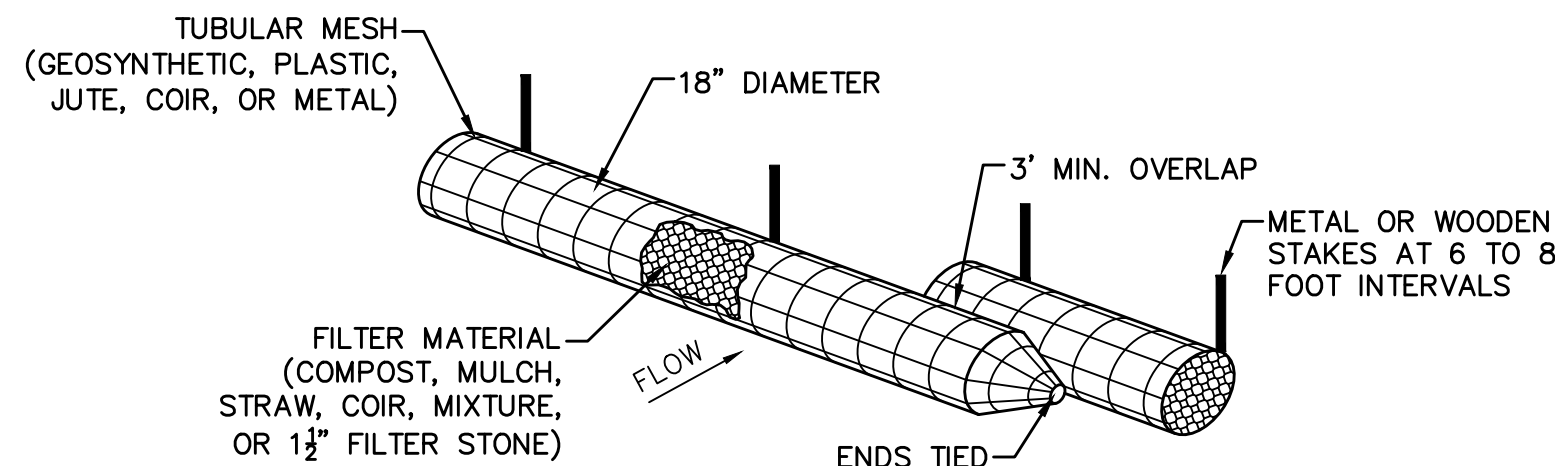
NOTE:
GRADE TO DRAIN AWAY FROM STABILIZATION AND STREET PAVED SURFACE. DRAINAGE MUST FLOW AWAY FROM ENTRANCE



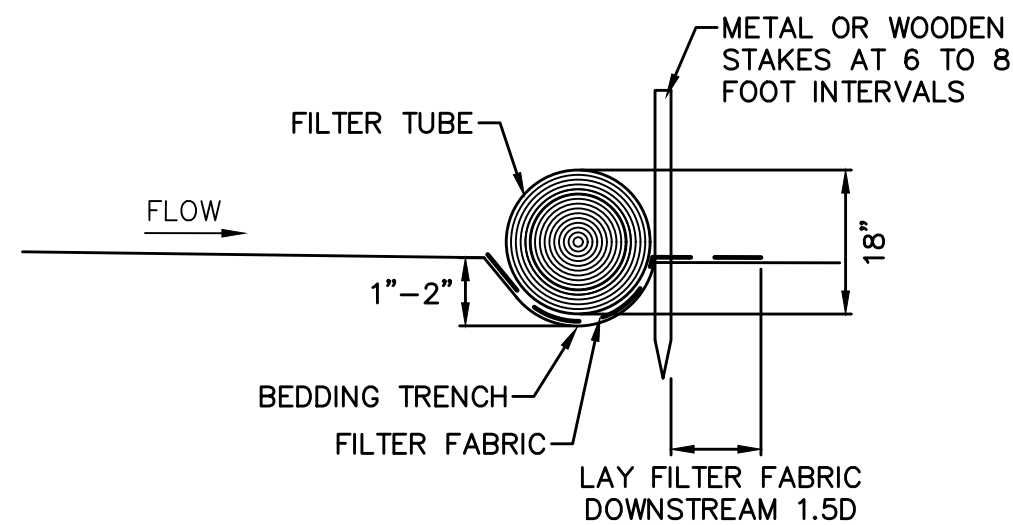
2

SILT FENCE

NOT TO SCALE



FILTER TUBE DETAIL

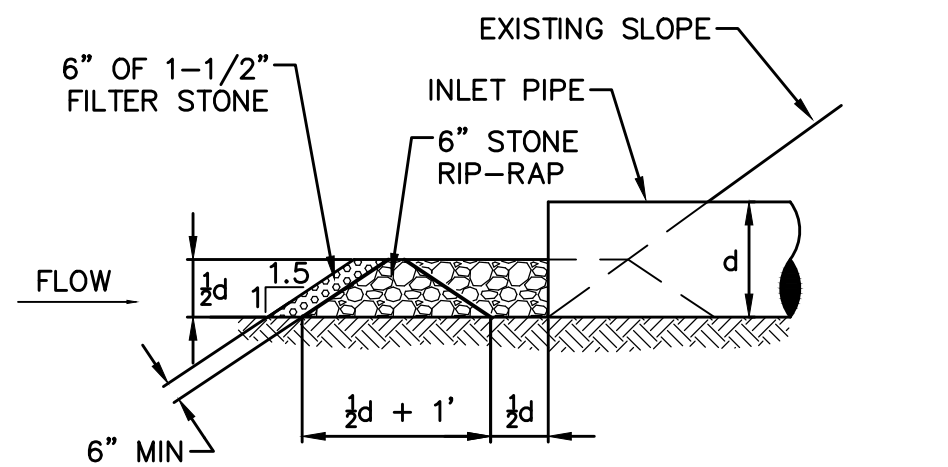


SECTION A-A

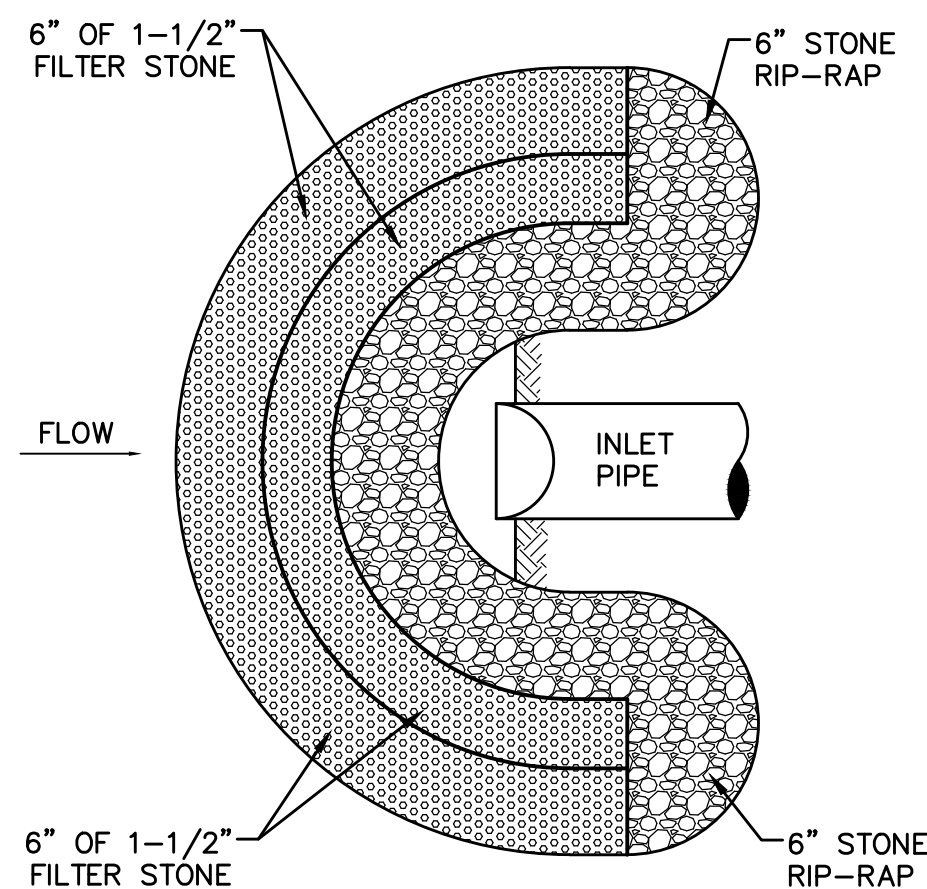
3

FILTER TUBE

NOT TO SCALE



SECTION VIEW

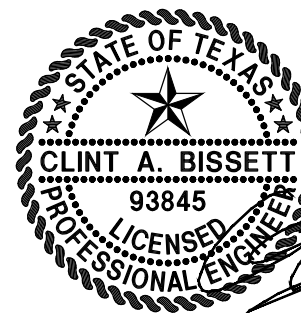


PLAN VIEW

4

PIPE INLET PROTECTION

NOT TO SCALE



03-22-24

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CLINT A. BISSETT, P.E. 93845 ON 03/22/2024. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

TX REG. ENGINEERING FIRM F-11756

TX REG. SURVEYING FIRM LS-10074301

NO.	DATE	REVISION				
Westwood 118 N. OHIO STREET CELINA, TX 75009 214.451.2765						
EROSION CONTROL DETAILS						
LESLIE PARK						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CAB	JDW	MAR 2024	N.T.S.			C4.01

AUBREY LESLIE PARK

SECTION 32 84 00 - PLANTING IRRIGATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes piping, valves, sprinklers, specialties, controls, and wiring for automatic control irmgation system.
- 1.2 DEFINITIONS
 - A. Lateral Piping: Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.
 - B. Irrigation Main Piping: Downstream from point of connection to water distnbution piping to, and including, control valves. Piping is under water-distribution-system pressure.

1.3 SUBMITTALS

- A. Product Data: Include pressure ratings, rated capacities, and settings of selected models for the following:
 - 1. System valves.
 - 2. Specialty valves.
 - 3. Control-valve boxes.
 - 4. Sprinklers.
 - 5. Irrigation specialties.
- B. Operation and maintenance data.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. As indicated on the drawings.

2.2 PIPES, TUBES, AND FITTINGS

- A. PVC Pipe: ASTM D 1785, PVC 1120 compound, Class 200.
 - 1. PVC Socket Fittings, Schedule 40: ASTM D 2466.

2.3 GENERAL-DUTY VALVES

- A. PVC Ball Valves: MSS SP-122, nonunion type, with full-port ball, socket or threaded detachable end connectors, and pressure rating not less than 150 psig.

2.4 SPECIALTY VALVES

- A. Plastic Automatic Control Valves: Molded-plastic body, normally closed, diaphragm type with manual flow adjustment, and operated by 24-V ac solenoid.
 - 1. Manufacturer as indicated on the drawings.
- B. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4 inch minimum to 1 inch maximum.

2.5 SPRINKLERS

- A. Description: Plastic housing and corrosion-resistant interior parts designed for uniform coverage over entire spray area indicated, at available water pressure.
 - 1. Manufacturer as indicated on the drawings.

2.6 AUTOMATIC-CONTROL SYSTEM

- A. Manufacturer as indicated on the drawings.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Install piping and wiring in sleeves under sidewalks and paving per the drawings.
- B. Provide minimum cover over top of underground piping according to the following:
 - 1. Irrigation Main Piping: Minimum depth of 18 inches.
 - 2. Lateral Piping: 12 inches.
 - 3. Sleeves: 18 inches.
- C. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the lateral and mainline pipes. Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.2 PIPING APPLICATIONS

- A. Underground Irrigation Main Piping: As indicated on plans, socket fittings; and solvent-cemented joints per the drawings.
- B. Lateral Piping: Class 200 PVC pipe and socket fittings per the drawings and details.
- C. Sleeves: Class 200 PVC pipe and socket fittings; and solvent-cemented joints.

3.3 VALVE APPLICATIONS

- A. Control Valves: Per the drawings.

3.4 INSTALLATION

- A. Install piping free of sags and bends.
- B. Install groups of pipes parallel to each other, spaced to permit valve servicing.
- C. Install fittings for changes in direction and branch connections.
- D. Install unions adjacent to valves and to final connections to other components.
- E. Lay piping on solid base, uniformly sloped without humps or depressions.
- F. Control Valves: Install in control-valve box.
- G. Flush circuit piping with full head of water and install sprinklers after hydrostatic test is completed.
- H. Locate sprinkler heads to maintain a minimum distance of 2 inches from paved surfaces.
- I. Install freestanding controllers on precast concrete bases per the drawing.
- J. Install control cable in same trench as irrigation piping and at least 2 inches below or beside piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas if irrigation piping is installed in sleeve.

3.5 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace units and re-inspect as specified above.

3.6 ADJUSTING

- A. Adjust settings of controllers.
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- C. Adjust sprinklers so they will be flush with, or not more than 1/2 inch above, finish grade.

END OF SECTION 32 84 00

SECTION 32 92 00 - TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Soil Preparation.
- 2. Sod
- 3. Hydro-mulch.
- 4. Temporary Irrigation.

1.2 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- C. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- D. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

1.3 SUBMITTALS

- A. Any deviation from this specification and drawings must be approved in writing by the Owner via submittal.
 - 1. Certification of seed source.
 - 2. Certification of sod source.
 - 3. Soil Test Results.

1.4 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Topsoil Analysis: Contractor shall furnish soil analysis from (2) locations of stockpiled existing topsoil to be re-used on site. If imported topsoil is proposed, a soil analysis shall be provided from the source material as well. Test shall be performed by a qualified soil-testing laboratory, such as the Texas A&M Extension service.
 - 1. Test Type: Report suitability of topsoil for Turf Grass. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.

1.5 MAINTENANCE SERVICE

- A. Initial Lawn Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Sodded Lawns: 30 days from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOD

Sod per the planting schedule.

2.2 TOPSOIL

- A. Topsoil: On site soil, stripped prior to mass grading, or imported meeting criteria herein.
 - 1. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth. If stripped topsoil is insufficient in quantity or quality, the contractor shall import, at no additional expense, sufficient soils to bring the site grades to the required elevations.

PART 3 - EXECUTION

3.1 LAWN PREPARATION

- A. Newly Graded Topsoil: Finish grade by removing stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- B. Sod Areas: Apply fertilizer in recommended rates from soil test, then till into 3" existing soil to prepare turf areas.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Before planting, restore areas if eroded or otherwise disturbed after finish grading.

3.2 SOD INSTALLATION

- A. Sod: Roll sod over the areas identified on the plans with staggered joints. Use a manual roller drum following first watering. Use fine sand to fill joints and re-roll after the first week of watering. Any settling in areas of trenches, or other areas will not be accepted until a smooth, evenly draining slope is obtained.

3.3 LAWN MAINTENANCE

- A. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, re-grade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth lawn. Provide materials and installation the same as those used in the original installation.
- B. Mow sod for maintenance. Mow lawn one time as soon as top growth is tall enough to cut.

3.4 SATISFACTORY TURF

- A. Satisfactory Sod: Fully rooted, evenly colored sod without visible sod joints that has been mowed at least twice.
- B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

END OF SECTION 32 92 00

SECTION 32 93 00 - PLANTS

PART 1 - GENERAL

1.1 SUMMARY

B. Section Includes:

- 1. Trees.
- 2. Ornamental Grasses
- 3. Shrubs
- 4. Perennials
- 5. Groundcovers
- 6. Bark Mulch

1.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Product certificates.

1.4 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not prune trees before delivery. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.
- B. Handle planting stock by root ball.
- C. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.

1.6 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - b. Structural failures including plantings falling or blowing over.
 - 2. Warranty Periods from Date of Substantial Completion:
 - a. Trees and Plants: One year.

1.7 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below.
 - 1. Maintenance Period for Trees and Plants: Three months from date of substantial completion.

PART 2 - PRODUCTS

2.1 TREE AND PLANT MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- C. Provide container-grown trees or B&B per planting schedule.

Plant sizes indicated on Drawings are sizes after pruning.2.2 TOPSOIL

A. Topsoil:

- 1. Created with compost blended to existing soils. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

2.2 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m.
 - 1. LIVING EARTH OR APPROVED EQUAL.

2.3 MULCHES

- A. Organic Mulch: Finely Ground or shredded cedar bark.

2.4 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the following soil amendments in the following quantities:
 - 1. Per drawing details.

PART 3 - EXECUTION

3.1 PLANTING BED ESTABLISHMENT

- A. Per 2.5A: Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- B. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.2 TREES AND PLANTS

- A. Excavation of Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
 - 1. Excavate per plans and details.
- B. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1.
- C. Stock with Root Balls: Set trees and plants plumb and in center of pit or trench with top of root ball 1 inch above adjacent finish grades.
 - 1. Container Grown: Carefully remove root ball from container without damaging root ball or plant.
- D. Organic Mulching: Apply 3-inch average thickness of organic mulch. Do not place mulch within 3 inches of trunks or stems.

3.3 TREE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.

3.4 PLANTING BED MULCHING

- A. Mulch backfilled surfaces of planting beds and other areas indicated. In the details with bark, decomposed granite or decorative gravel as indicated.

3.5 PLANT MAINTENANCE

- A. Tree and Plant Maintenance: Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray or treat as required to keep and plants free of insects and disease.
- B. Ground Cover and Plant Maintenance: Maintain and establish plantings by watering, weeding, fertilizing, mulching, and other operations as required to establish healthy, viable plantings.
- C. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

END OF SECTION 32 93 00



03/22/2024

4	03/22/2024	ISSUE FOR BID
3	03/15/2024	ISSUE FOR REVIEW
2	02/02/2024	90% CD SUBMITTAL
1	12/22/2023	60% CD SUBMITTAL
NO.	DATE	ISSUE
NO.	DATE	REVISION

Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765				
LANDSCAPE SPECIFICATIONS						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
<i>CITY OF AUBREY, DENTON COUNTY, TEXAS</i>						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L0.01

TX REG. ENGINEERING FIRM F-11756

TX REG. SURVEYING FIRM LS-10074301

PK FILE: 0046217.00

SECTION 12 93 00 - SITE FURNISHINGS

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
A.Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- 1.2 SUMMARY
- A.This Section includes the following:
1. Manufactured seating benches.
- 2.Trash receptacles.
- B.Related Sections include the following:
1. Division 32 Section "Concrete Pavements" for concrete footings and slabs and for the concrete used in the benches.
- 1.3 SUBMITTALS
- A.Product Data: For each type of product indicated.
- B.Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
1. Size: Not less than 6-inch- long linear components and 4-inch- square sheet components.
- C.Product Schedule: For site furnishings. Use same designations indicated on Drawings.
- D.Maintenance Data: For site furnishings to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A.Source Limitations: Obtain each type of site furnishing through one source from a single manufacturer.

PART 2 - PRODUCTS

- 2.1 BENCHES
- A.ANOVA Rendezvous Streetside 6' Contour Bench. Color to match city standard.
- 2.2 TRASH RECEPTACLES:
- A.ANOVA Exposition 33 Gallon Trash Receptacle/Recycler, side door. Color to match city standard.
- 2.3 FINISHES, GENERAL
- A.Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B.Appearance of Finished Work: Vanations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable vanations in the same piece are not acceptable. Vanations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.4 STEEL AND GALVANIZED STEEL FINISHES

- A.Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

PART 3 - EXECUTION

- 3.1 EXAMINATION
- A.Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.
1. Proceed with installation only after unsatisfactory conditions have been corrected.
- 3.2 INSTALLATION, GENERAL
- A.Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B.Unless otherwise indicated, install site furnishings concurrent to the paving.
- C.Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.
- D.Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
- 3.3 CLEANING
- A.After completing site furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

END OF SECTION 12 93 00

SECTION 32 13 14 - CONCRETE PAVING FOR LANDSCAPE WORK

PART 1 - GENERAL

- 1.1 SUMMARY
- A.This Section includes labor, materials, equipment, and appliances necessary to install exterior concrete pavement over prepared subgrades, which includes the following:
1. Concrete Sidewalks
2. Concrete Pads.
3. Concrete Footings.
4. Any other Non-vehicular Flatwork as shown on plans.
- 1.2 SUBMITTALS
- A.Product Data: For each type of product indicated.
- B.Design Mixtures: For each concrete pavement mixture.
- 1.3 QUALITY ASSURANCE
- A.Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B.ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- C.Mock-Up: The landscape architect will approve the following to use as a benchmark throughout the remainder of the project:
1. 1 - 4'x4' square of natural gray concrete with light broom finish.
2. 1 - 4'x4' square of integrally colored concrete

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A.Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- B.Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacturer bar supports according to CRSI's "Manual of Standard Practice."

2.2 CONCRETE MATERIALS

- A.Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
1. Portland Cement: ASTM C 150, Type III, gray.
- B.Normal-Weight Aggregates: ASTM C 33, Class 4M coarse aggregate, uniformly graded. Provide aggregates from a single source.
- C.Water: ASTM C 94/C 94M.
- D.Air-Entraining Admixture: ASTM C 260.
- E.Chemical Admixtures: ASTM C 494/C 494M, of type suitable for application, certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
- F.Asphalitic fiber expansion joint material only. No wood expansion joints will be allowed.

2.3 CURING MATERIALS

- A.Absorptive Cover: AASHTO M 182, Class 2, burlap cloth.
- B.Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C.Water: Potable.
- D.Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- E.Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type I, Class B, dissipating.
- F.White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

2.4 RELATED MATERIALS

- A.Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.5 CONCRETE MIXTURES

- A.Compressive Strength 28 Days, 3000 psi.
- B.Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
- C.Slump Limit: 5 inches plus or minus 1 inch.
- D.Air Content: 5- 1/2 percent plus or minus 1.5 percent.

2.6 CONCRETE MIXING

- A.Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

PART 3 - EXECUTION

- 3.1 EXAMINATION
- A.Plate compact prepared base surface below concrete pavements to identify soft pockets and areas of excess yielding.
- 3.2 EDGE FORMS AND SCREED CONSTRUCTION
- A.Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B.Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

- A.General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

- A.General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
- B.Control Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints per the drawing details.
- C.Edging: Tool edges of pavement, gutters, and curbs in concrete after intial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

- A.Moisten base to provide a uniform dampened condition at time concrete is placed.
- B.Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C.A boom truck may be required to access areas that are to be protected and areas that are difficult to reach.
- D.Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- E.Screed pavement surfaces with a straightedge and strike off.
- F.Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.6 FLATWORK

- A.General: Do not add water to concrete surfaces during finishing operations.
- B.Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
- C.Finishing:
1. Trowel Finish: Provide smooth surface before applying the salt particles. Hard trowel to densify surface. Do not over-trowel or start troweling late.Hand Trowel: Use steel trowel.
- a Machine Trowel: Use steel trowel blades. Use steel-reinforced plastic trowel blades such as Poly-Pro from Wagman Metal Products, Inc. (www.wagmanmetal.com).
2. Medium to Fine textured Broom Finish: Draw a soft bnistle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.7 CONCRETE PROTECTION AND CURING

- A.General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B.Comply with ACI 306.1 for cold-weather protection.
- C.Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D.Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E.Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these methods.

3.8 PAVEMENT TOLERANCES

- A.Comply with tolerances of ACI 117 and as follows:
- B.Elevation: 1/4 inch.
1. Thickness: Plus 3/8 inch, minus 1/4 inch.
- 2.Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
- 3.Joint Spacing: 3 inches.
- 4.Contraction Joint Depth: Plus 1/4 inch, no minus.
- 5.Expansion Joint Width: Plus 1/8 inch, no minus.

3.9 REPAIRS AND PROTECTION

- A.Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B.Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.
- C.Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

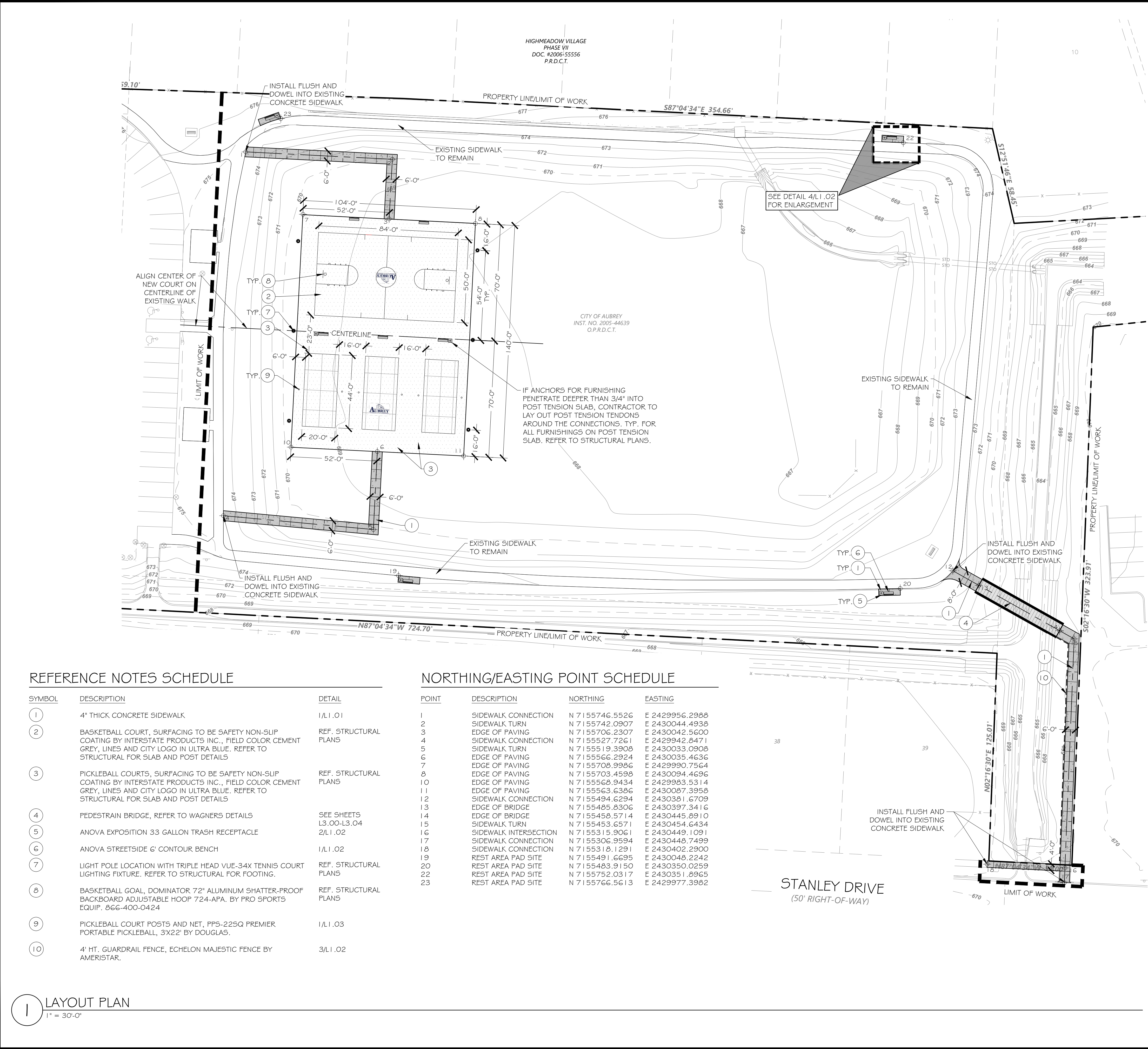
END OF SECTION 32 13 14



4	03/22/2024	ISSUE FOR BID
3	03/15/2024	ISSUE FOR REVIEW
2	02/02/2024	90% CD SUBMITTAL
1	12/22/2023	60% CD SUBMITTAL
NO.	DATE	ISSUE
NO.	DATE	REVISION

Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765				
LANDSCAPE SPECIFICATIONS						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
<i>CITY OF AUBREY, DENTON COUNTY, TEXAS</i>						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L0.02

TX REG. ENGINEERING FIRM F--11756
TX REG. SURVEYING FIRM LS--10074301



LAYOUT # DIMENSION GENERAL NOTES

- 1. WRITTEN DIMENSIONS SHALL GOVERN OVER SCALED DIMENSIONS.
- 2. ALL IMPROVEMENTS SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO CONSTRUCTION OR INSTALLATION. NOTIFICATION SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO REVIEW.
- 3. CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THE PLANS AS WELL HAVE THE SITE UTILITIES LOCATED ON THE GROUND PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. IN THE EVENT THAT THE CONTRACTOR DISCOVERS AN UNDERGROUND UTILITY THAT IS NOT REPRESENTED WITHIN THE CONSTRUCTION DOCUMENTS OR AS MARKED ON THE SITE, HE SHALL IMMEDIATELY CONTACT THE OWNERS REPRESENTATIVE TO DETERMINE NEXT STEPS PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN THE AREA OF THE NEWLY DISCOVERED UNDERGROUND UTILITY.
- 4. THE CONTRACTOR SHALL EXAMINE THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND DETAILS.
- 5. ALL DIMENSIONS ARE TO BACK OF CURB AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
- 6. HANDICAP RAMPS TO BE LOCATED AND INSTALLED AS SHOWN IN DRAWINGS. CONTRACTOR SHALL ENSURE THAT ALL TAS/ADA GUIDELINES ARE FOLLOWED.
- 7. REINFORCEMENT SHALL BE PROVIDED IN THE CONCRETE IMPROVEMENTS AS SHOWN WITHIN THE CONSTRUCTION DETAILS AND SPECIFICATIONS AND SHALL BE INSTALLED CONTINUOUS THROUGH CONTROL JOINTS, AND PER DETAIL DRAWINGS FOR THE EXPANSION JOINTS.
- 8. EXPANSION JOINT AND CONTROL JOINT SPACING SHALL BE LOCATED AS SHOWN ON PLANS AND DETAILS.
- 9. CONTRACTOR SHALL PROVIDE AN EXPANSION JOINT WHERE PROPOSED CONCRETE MEETS EXISTING WALKS OR CURBS.
- 10. GRADING IMPROVEMENTS HAVE BEEN DESIGNED WITH THE INTENT OF THE FOLLOWING GUIDELINES:
 - ALL WALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% IN THE DIRECTION OF THE DOWNHILL SIDE.
 - THE RUNNING SLOPE OF THE WALKS SHALL BE NO GREATER THAN 5%.
 - ALL GRADES SHALL BE FINISHED TO A SMOOTH, FLOWING CONTOUR, MAINTAINING FLOW PATTERNS THAT ALLOW THE WATER TO FLOW FROM PLANTED AREAS, ACROSS PAVED AREAS TO DRAINAGE COLLECTION POINTS AS DEPICTED IN THE CONSTRUCTION DOCUMENTS.
- 11. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE THROUGHOUT CONSTRUCTION ACTIVITIES FOR THE PROJECT. ACCUMULATION OF STANDING WATER WILL NOT BE PERMITTED.
- 12. THE CONTRACTOR IS TO LOCATE, DOCUMENT, AND PROTECT ALL CONTROL BENCH MARKS THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
- 13. ALL QUANTITIES PROVIDED ARE TO BE VERIFIED AND ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- 14. IF DISCREPANCIES WITH PLAN AND MATERIAL/FURNISHING SCHEDULE SHOULD OCCUR, THE CONTRACTOR IS RESPONSIBLE TO VERIFY WITH LANDSCAPE ARCHITECT, PRIOR TO START OF CONSTRUCTION.



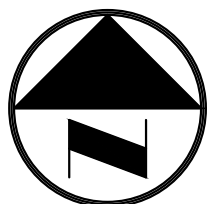
REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
1	4" THICK CONCRETE SIDEWALK	1/L1.01
2	BASKETBALL COURT, SURFACING TO BE SAFETY NON-SLIP COATING BY INTERSTATE PRODUCTS INC., FIELD COLOR CEMENT GREY, LINES AND CITY LOGO IN ULTRA BLUE. REFER TO STRUCTURAL FOR SLAB AND POST DETAILS	REF. STRUCTURAL PLANS
3	PICKLEBALL COURTS, SURFACING TO BE SAFETY NON-SLIP COATING BY INTERSTATE PRODUCTS INC., FIELD COLOR CEMENT GREY, LINES AND CITY LOGO IN ULTRA BLUE. REFER TO STRUCTURAL FOR SLAB AND POST DETAILS	REF. STRUCTURAL PLANS
4	PEDESTRAIN BRIDGE, REFER TO WAGNERS DETAILS	SEE SHEETS L3.00-L3.04
5	ANOVA EXPOSITION 33 GALLON TRASH RECEPTACLE	2/L1.02
6	ANOVA STREETSIDE 6' CONTOUR BENCH	1/L1.02
7	LIGHT POLE LOCATION WITH TRIPLE HEAD VUE-34X TENNIS COURT LIGHTING FIXTURE. REFER TO STRUCTURAL FOR FOOTING.	REF. STRUCTURAL PLANS
8	BASKETBALL GOAL, DOMINATOR 72" ALUMINUM SHATTER-PROOF BACKBOARD ADJUSTABLE HOOP 724-APA. BY PRO SPORTS EQUIP. 866-400-0424	REF. STRUCTURAL PLANS
9	PICKLEBALL COURT POSTS AND NET, PPS-225Q PREMIER PORTABLE PICKLEBALL, 3X22' BY DOUGLAS.	1/L1.03
10	4' HT. GUARDRAIL FENCE, ECHELON MAJESTIC FENCE BY AMERISTAR.	3/L1.02

NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
1	SIDEWALK CONNECTION	N 7155746.5526	E 2429956.2988
2	SIDEWALK TURN	N 7155742.0907	E 2430044.4938
3	EDGE OF PAVING	N 7155706.2307	E 2430042.5600
4	SIDEWALK CONNECTION	N 7155527.7261	E 2429942.8471
5	SIDEWALK TURN	N 7155519.3908	E 2430033.0908
6	EDGE OF PAVING	N 7155566.2924	E 2430035.4636
7	EDGE OF PAVING	N 7155708.9986	E 2429990.7564
8	EDGE OF PAVING	N 7155703.4598	E 2430094.4696
10	EDGE OF PAVING	N 7155568.9434	E 2429983.5314
11	EDGE OF PAVING	N 7155563.6386	E 2430087.3958
12	SIDEWALK CONNECTION	N 7155494.6294	E 2430381.6709
13	EDGE OF BRIDGE	N 7155485.8306	E 2430397.3416
14	EDGE OF BRIDGE	N 7155458.5714	E 2430445.8910
15	SIDEWALK TURN	N 7155453.6571	E 2430454.6434
16	SIDEWALK INTERSECTION	N 7155315.9061	E 2430449.1091
17	SIDEWALK CONNECTION	N 7155306.9594	E 2430448.7499
18	SIDEWALK CONNECTION	N 7155318.1291	E 2430402.2900
19	REST AREA PAD SITE	N 7155491.6695	E 2430048.2242
20	REST AREA PAD SITE	N 7155483.9150	E 2430350.0259
22	REST AREA PAD SITE	N 7155752.0317	E 2430351.8965
23	REST AREA PAD SITE	N 7155766.5613	E 2429977.3982

LAYOUT PLAN
1" = 30'-0"



0 15 30 60 90
GRAPHIC SCALE IN FEET
TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301

4	03/22/2024	ISSUE FOR BID
3	03/15/2024	ISSUE FOR REVIEW
2	02/02/2024	90% CD SUBMITTAL
1	12/22/2023	60% CD SUBMITTAL
NO.	DATE	ISSUE
NO.	DATE	REVISION

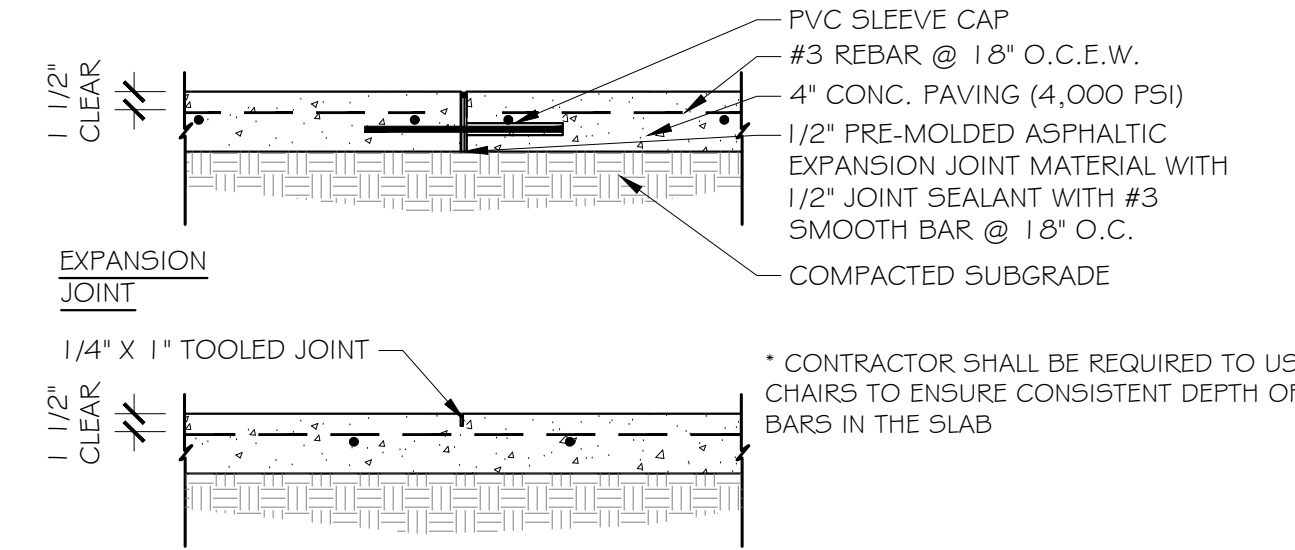
Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765	
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LAYOUT PLAN						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
<i>CITY OF AUBREY, DENTON COUNTY, TEXAS</i>						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L1.00

PK FILE: 0046217.00

- NOTE:
1. COMPACTED SUBGRADE - COMPACT TO 95% STANDARD PROCTOR DENSITY AT 0 TO +/- 2% OPTIMUM MOISTURE CONTENT AS PER ASTM D 698 (TYP.)
 2. EXPANSION JOINTS & CONTROL JOINTS SHALL BE LOCATED ACCORDING TO THE FOLLOWING.
EJ: CHANGES IN DIRECTION, MAX 75' O.C., AGAINST CURBS, BUILDINGS, AND MANHOLES.
CJ: SPACED EVENLY TO PRODUCE SQUARE MODULES UP TO 8' O.C. MAX

- CONCRETE MIXTURE:
- A. COMPRESSIVE STRENGTH 28 DAYS, 4,000 PSI.
 - B. MAXIMUM WATER-CEMENTITIOUS MATERIALS RATIO AT POINT OF PLACEMENT 0.45.
 - C. SLUMP LIMIT: 5 INCHES PLUS OR MINUS 1 INCH
 - D. AIR CONTENT: 5-1/2 PERCENT PLUS OR MINUS 1.5 PERCENT
 - E. MEASURE, BATCH, AND MIX CONCRETE MATERIALS AND CONCRETE ACCORDING TO ASTM C 94/C 94M.
 - F. MEDIUM BROOM FINISH, PROVIDE SAMPLES PER SPEC

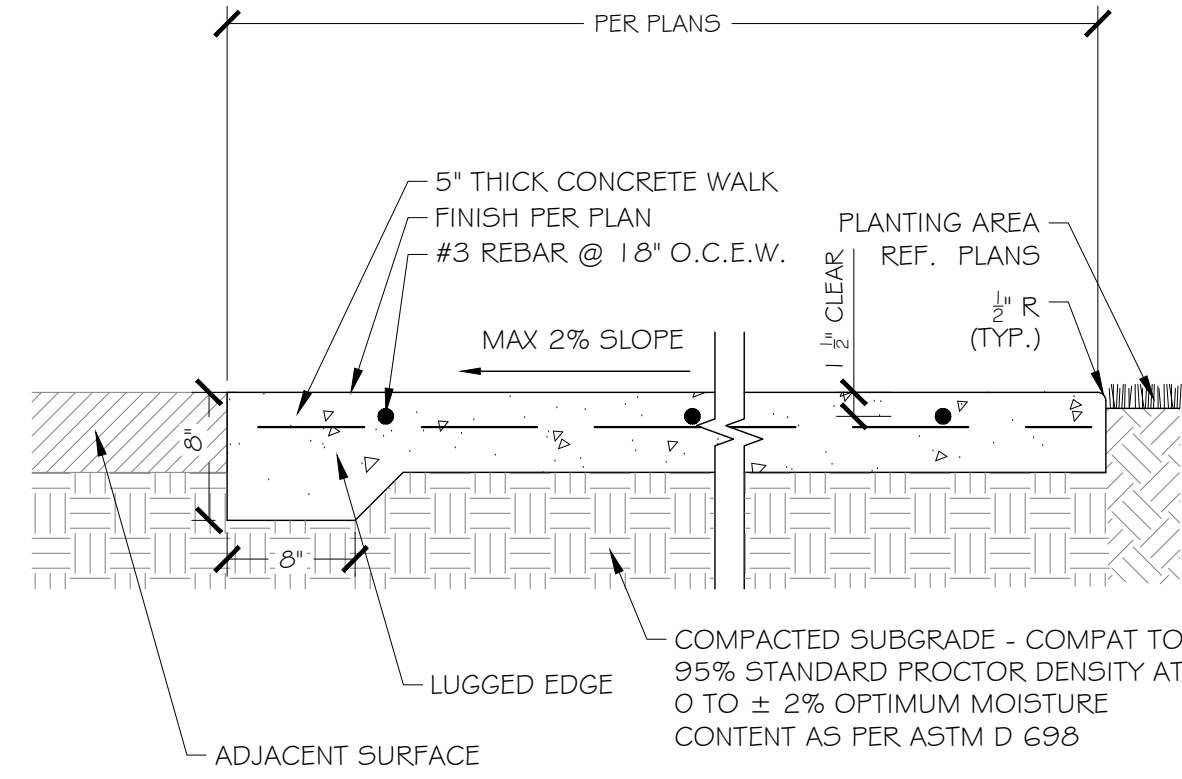


CONTROL JOINT

REDWOOD EXPANSION JOINTS NOT ALLOWED

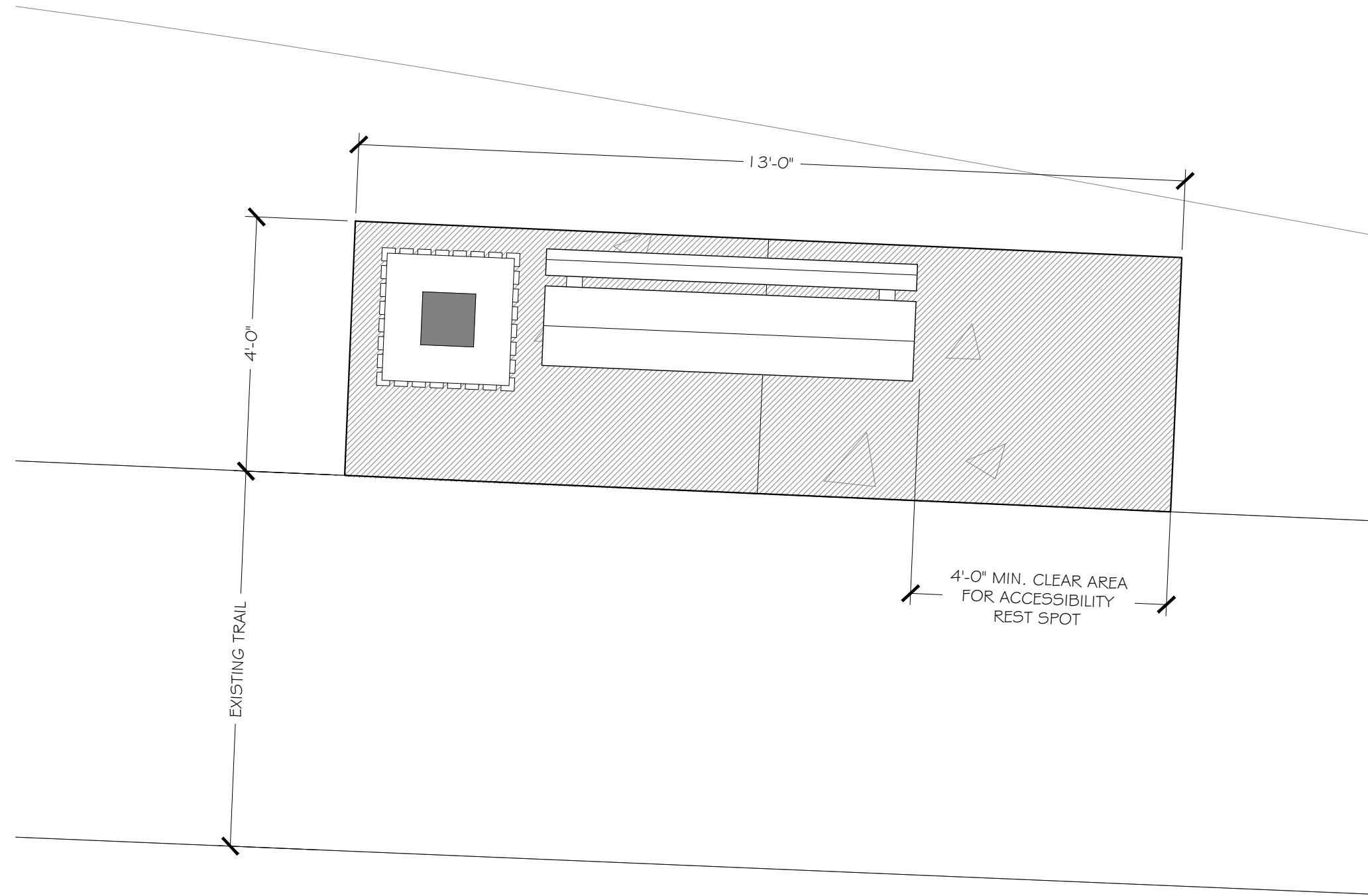
1 CONCRETE PAVING SECTION

3/4" = 1'-0"



2 LUGGED SIDEWALK SECTION

1" = 1'-0"



3 TYPICAL REST AREA ENLARGEMENT

6" = 1'-0"



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1	12/22/2023	60% CD SUBMITTAL
NO.	DATE	ISSUE
NO.	DATE	REVISION

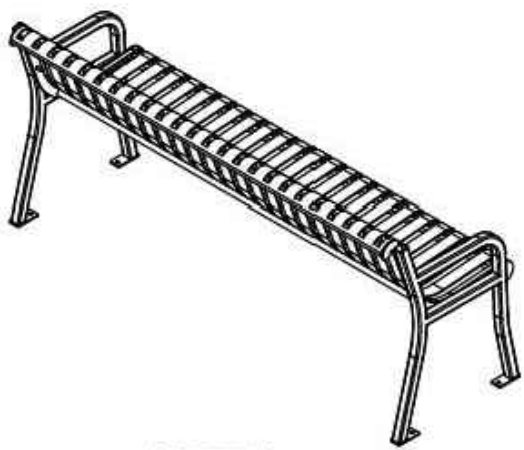
Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765	
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HARDSCAPE DETAILS						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
<i>CITY OF AUBREY, DENTON COUNTY, TEXAS</i>						

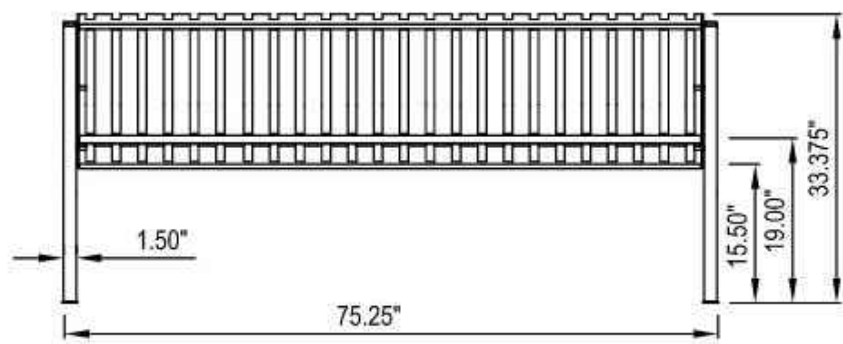
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L1.01

ANOVA®

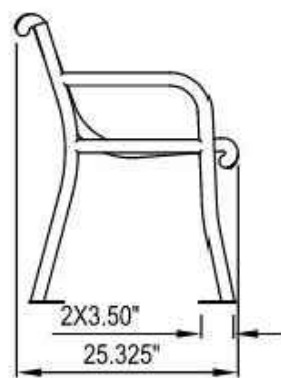
ANOVA FURNISHINGS
1424 TALMAGE AVENUE
ST. LOUIS, MO 63110-2323
TOLL FREE: 1-888-535-5005
PHONE: (800) 231-1327
FAX: (314) 754-0835
www.anovafurnishings.com



ISOMETRIC



FRONT ELEVATION



SIDE ELEVATION

Colors and/or Options: Please see manufacturer website at www.anovafurnishings.com.

Finish: Seat: Protected by patented Fusion Advantage™, a heat fused plastisol coating that creates an impervious rustproof barrier and resists UV deterioration, mildew, staining and fading. Legs/Ends: Fade-resistant, powder coated aluminum features a state-of-the-art primer proven to prevent rusting.

Material: 12-gauge steel slat seat with a .75" gap slotted pattern and 1.50" square steel tube legs and ends.

Capacity: 200 lbs. per linear foot.

Unit Weight: 139 lbs.

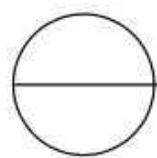
Assembly: Some assembly is required. Stainless steel assembly hardware is included.

Structural Warranty: Limited 20-year warranty.

Finish Warranty: Fusion Advantage: 7-year warranty against fading, rusting, peeling, chipping, cracking, mold, mildew and defects in materials and/or workmanship. Powder Coat: 3-year warranty against rusting, peeling, chipping, cracking, mold, mildew and defects in materials and/or workmanship. 7-year warranty against fading.

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 928-002.



RENDEZVOUS COLLECTION

L1369 - STREETSIDE 6' CONTOUR BENCH

928-002

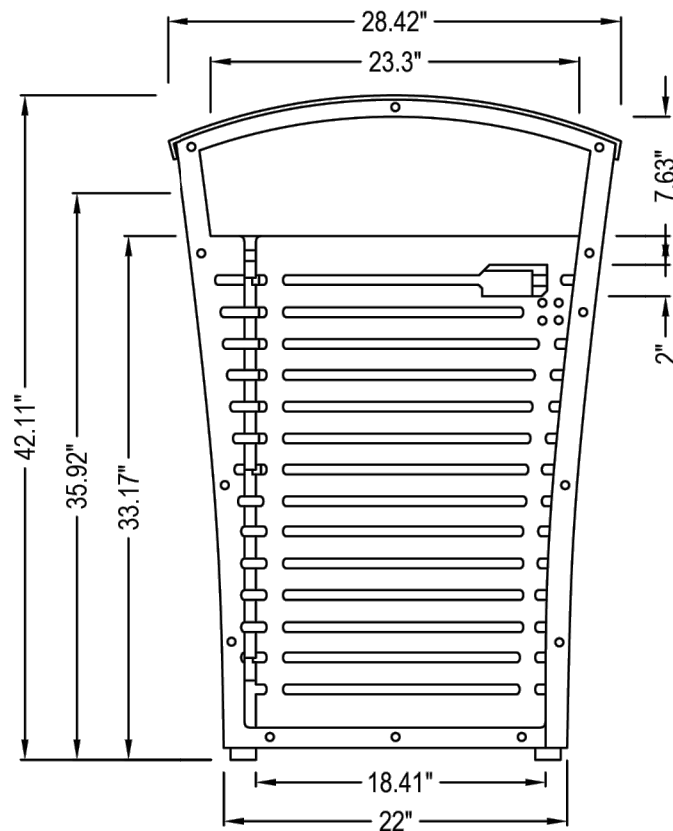
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REVISION DATE 11/01/2023

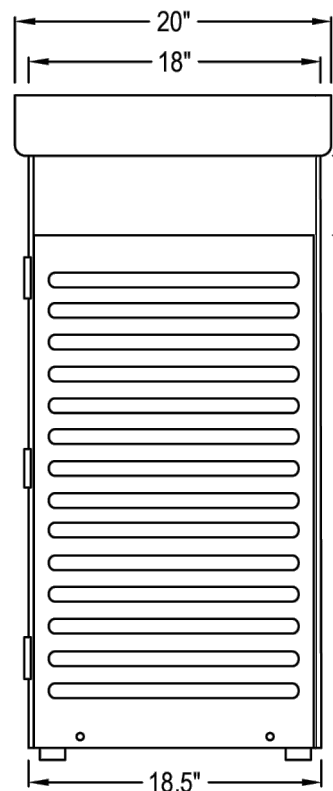
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FRONT ELEVATION



SIDE ELEVATION

Colors and/or Options: Please see manufacturer website at www.anovafurnishings.com.

Finish: Fade-resistant, powder coated steel features a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Material: Composed of heavy-duty, 7-gauge steel front and back panels and 12-gauge steel side panels with .75" gap horizontal slotted pattern. High-density polyethylene reusable liner. Optional, factory-installed recycling decals available.

Capacity: 33-gallon.

Unit Weight: 171 lbs.

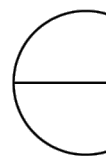
Assembly: The receptacle ships fully assembled and ready for use.

Structural Warranty: Limited 20-year warranty.

Finish Warranty: 3-year warranty against rusting, peeling, chipping, cracking, mold, mildew and defects in materials and/or workmanship. 7-year warranty against fading.

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 928-613.



EXPOSITION COLLECTION

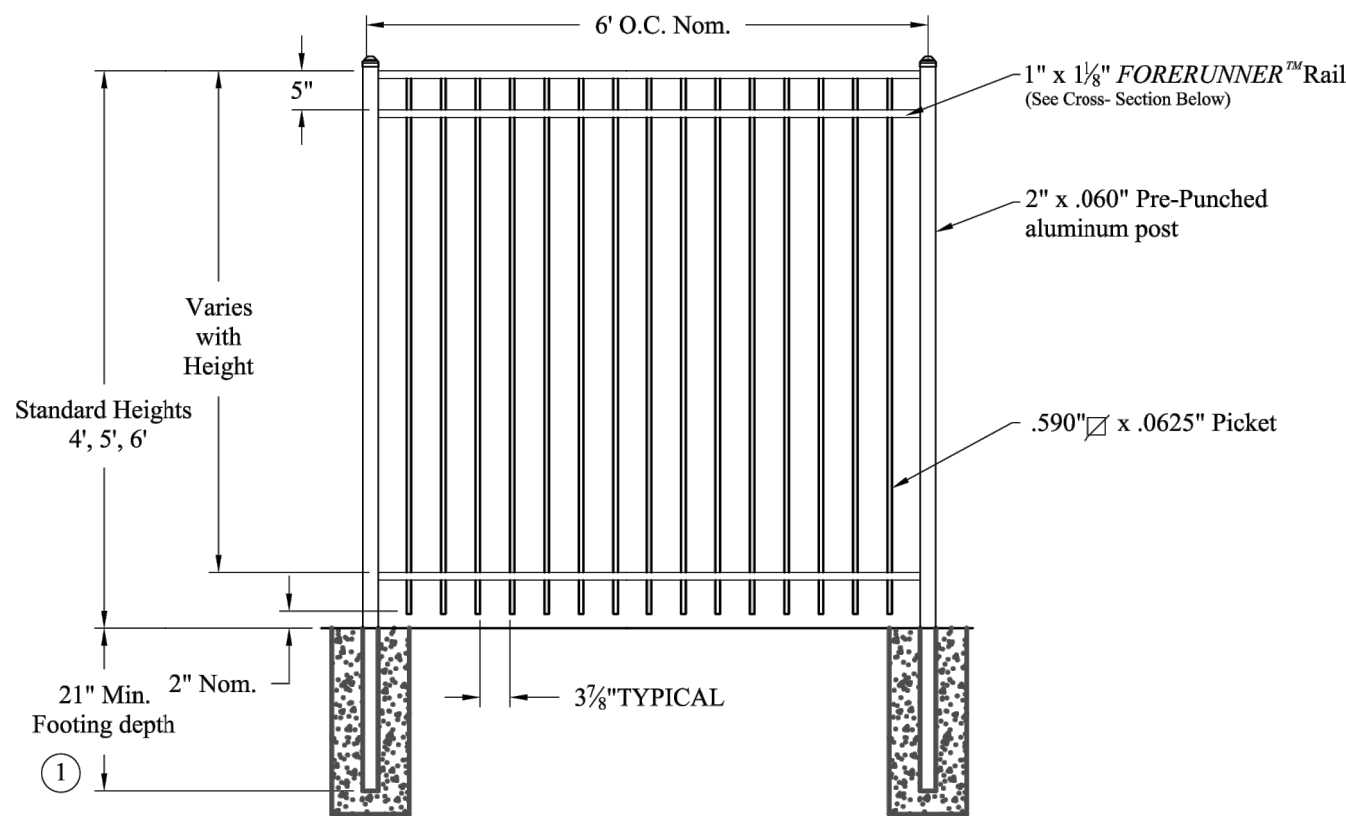
LEX33 - EXPOSITION 33 GALLON TRASH RECEPTACLE/RECYCLER, SIDE DOOR

928-613

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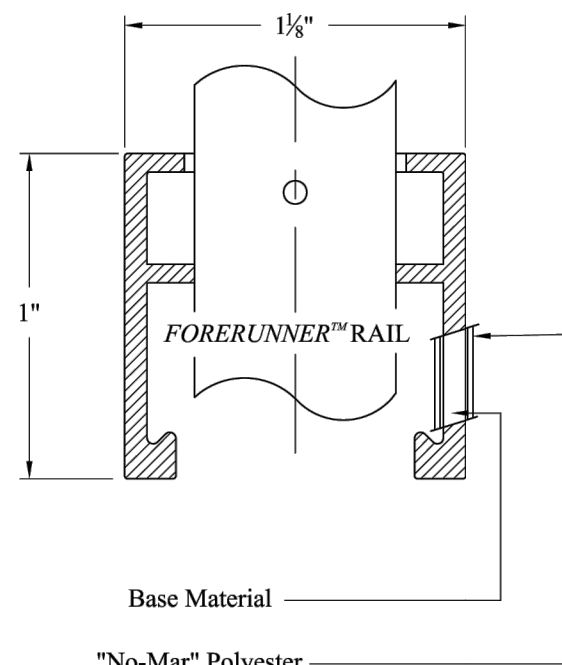
REVISION DATE 11/20/2023

www.CADdetails.com

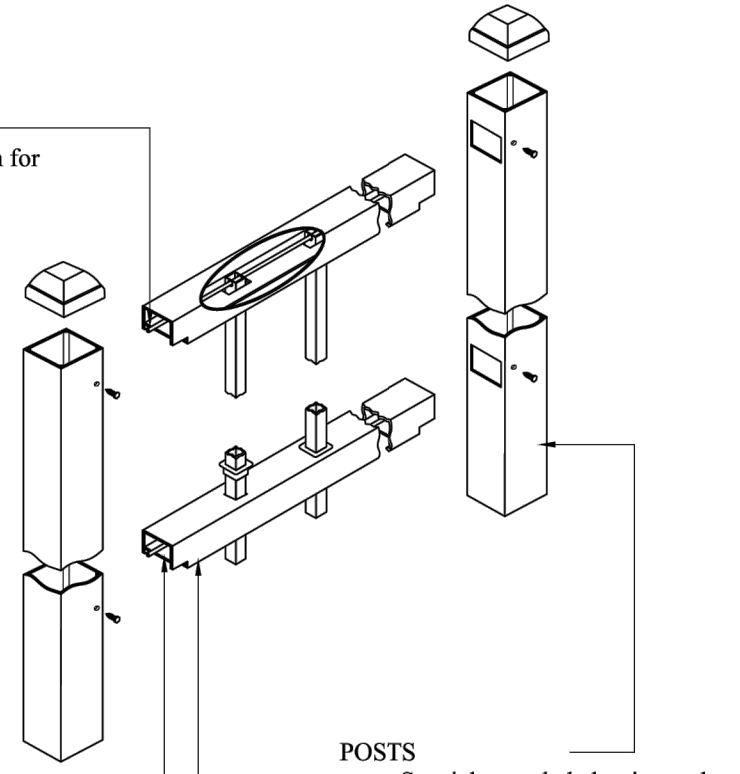


NOTES:

1. Post footing available in 21" or 33" depths.



INTERNAL RETAINING ROD
Variable pitch connection system for ease of installation, high angle bias ability and elimination of unsightly external fasteners.



INTERIOR GUIDE CHANNEL
Channel forms lower limit of raceway for retaining rod and allows for high angle bias ability.

FORERUNNER™ RAIL
"U"-Channel specially formed high strength architectural shape.

POSTS
Special extruded aluminum shape with reinforced corners; pre-punched to eliminate brackets.

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

MISO

Title: ECHELON MAJESTIC 3-RAIL			
DR: CI	SH. 1 of 1	SCALE: DO NOT SCALE	
CK: ME	Date 6/25/10	REV: b	



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Tulsa, OK 74116
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www.ameristarfence.com

1 6' WIDTH BENCH - BY ANOVA

N.T.S.

2 TRASH RECEPTACLE - BY ANOVA

N.T.S.

3 4' HT. GUARDRAIL FENCE BY AMERISTAR

N.T.S.

P-PA-AUB-60

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2	02/02/2024	90% CD SUBMITTAL
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NO.	DATE	ISSUE
NO.	DATE	REVISION

Westwood

118 N. OHIO STREET
CELINA, TX 75009
214.451.2765

VENDOR SPECIFICATIONS SHEET

AUBREY LESLIE PARK

PARK RENOVATIONS

CITY OF AUBREY, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L1.02

NOTE:
THIS SHEET IS FOR REFERENCE ONLY.
CONTRACTOR SHALL REVIEW
SPECIFICATIONS AND CONTACT
MANUFACTURER FOR OFFICIAL SHOP
DRAWINGS (TO INCLUDE SIGNED/SEALED
ENGINEERING PLANS FOR STRUCTURAL
FOOTING.)

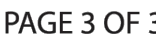
TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301

Item # 63122



Item # 63122

STEP 5
Install center strap over the net and secure to Center Coupler (Ref. G). NOTE: Chrome loop snap is preinstalled on strap, but should be removed prior to installation, as attaching directly to coupler looks cleaner. Adjust strap so that the center of the net sits at 34".



Item # 63122

STEP 6
TAKE UP POST

NOTE:
 CAP IS PLACED
 ON POST WITH
 PULLEY FACING
 OUT

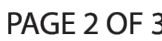
TAKE-UP POST CAP WITH REEL

SET SCREW

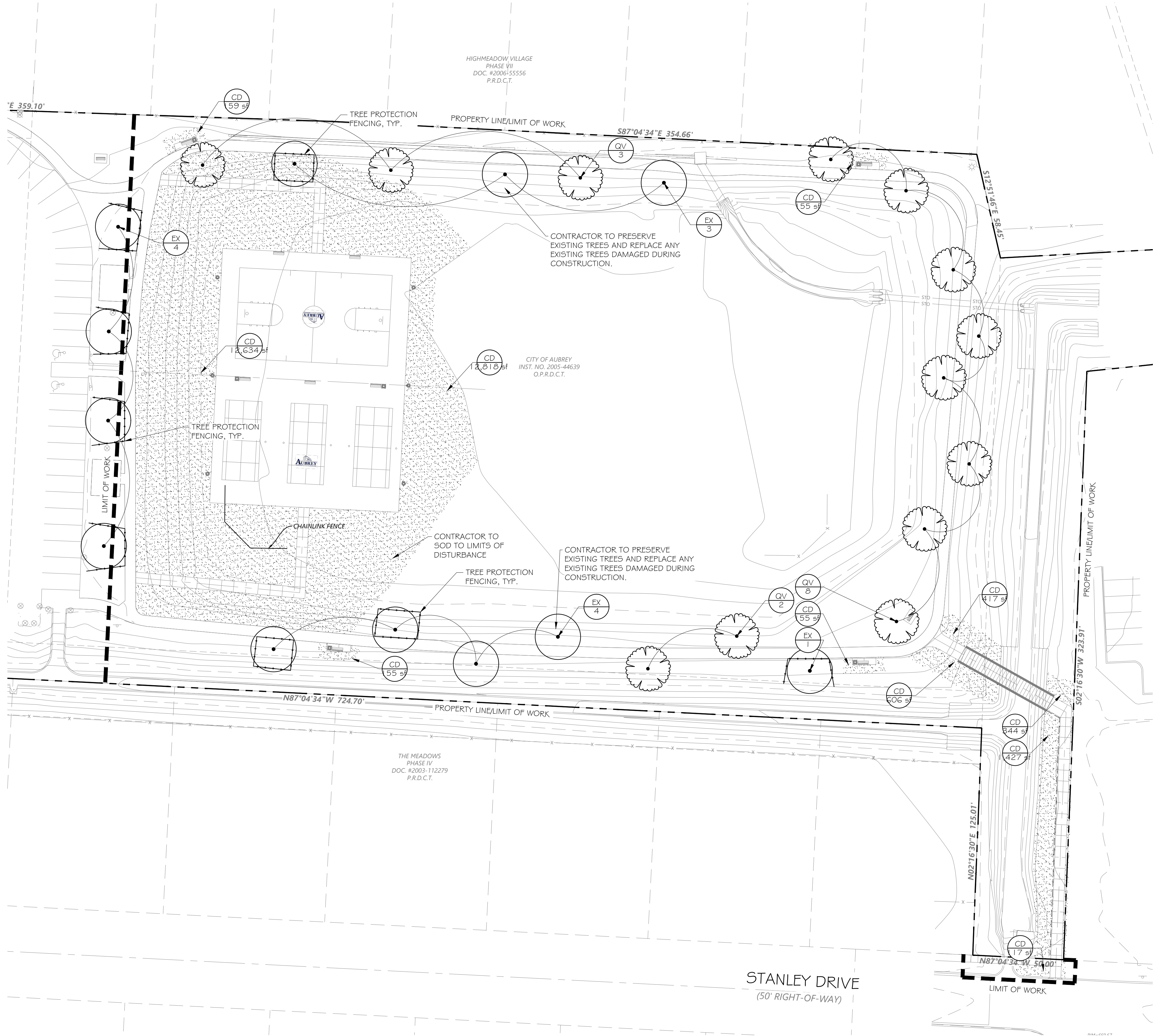
HANDLE

EYE BOLT

K



L1.03



PLANTING GENERAL NOTES

- 1. ALL PLANTS SHALL BE SET OUT FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- 2. FINE GRADING SHALL BE PERFORMED IN ALL AREAS TO BE LANDSCAPED. FINE GRADING SHALL INCLUDE THE REMOVAL OF DEBRIS, ROCKS, ETC. FROM THE SITE AND INSURE POSITIVE DRAINAGE IN ALL AREAS.
- 3. THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND EASEMENTS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING THE COURSE OF CONSTRUCTION.
- 4. WRITTEN DIMENSIONS SHALL GOVERN OVER SCALED DIMENSIONS.
- 5. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS ASSOCIATED WITH THE LANDSCAPE AND ACCESSORIES.
- 6. ALL PLANT MATERIALS SHALL MEET ANSI Z60.1 STANDARDS FOR CALIPER, HEIGHT AND ROOT BALL SIZE. ANY MATERIALS THAT DO NOT MEET OR EXCEED SUCH STANDARDS SHALL BE REJECTED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- 7. BALLED AND BURLAPPED TREES SHALL HAVE THE TOP HALF OF THE WIRE BASKET REMOVED. THE BURLAP SHALL BE REMOVED TO THE GREATEST EXTENT POSSIBLE, USING A KNIFE TO CUT AND REMOVE THE BOTTOM HALF UNDER THE WIRE BASKET THAT REMAINS.
- 8. QUANTITIES ARE SHOWN FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE/COND.	REMARKS
TREES					
	EX	12	EXISTING TREE	EXISTING	APPROXIMATE LOCATION OF EXISTING TREE, TO REMAIN. CONTRACTOR TO FIELD VERIFY LOCATION AND PROTECTION OF EXISTING TREES
	QV	13	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	45 GAL	SINGLE, STRAIGHT LEADER, MATCHING
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
SOD/SEED					
	CD	29,131 SF	CYNODON DACTYLON BERMUDA GRASS	SOD	SOLID, ROLLED TIGHT, SAND FILLED JOINTS, 100% WEED, PEST AND DISEASE FREE



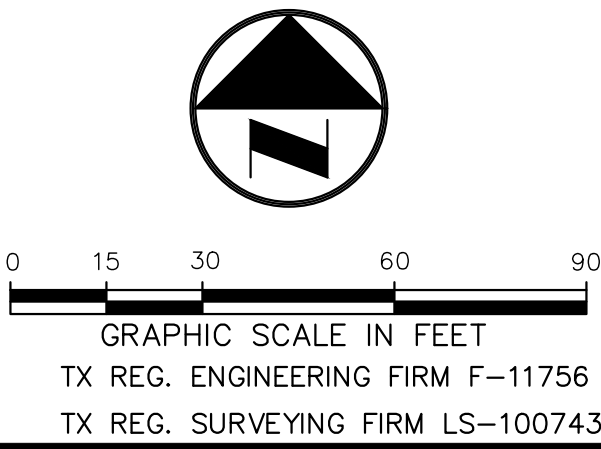
4	03/22/2024	ISSUE FOR BID
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2	02/02/2024	90% CD SUBMITTAL
1	12/22/2023	60% CD SUBMITTAL
NO.	DATE	ISSUE
NO.	DATE	REVISION

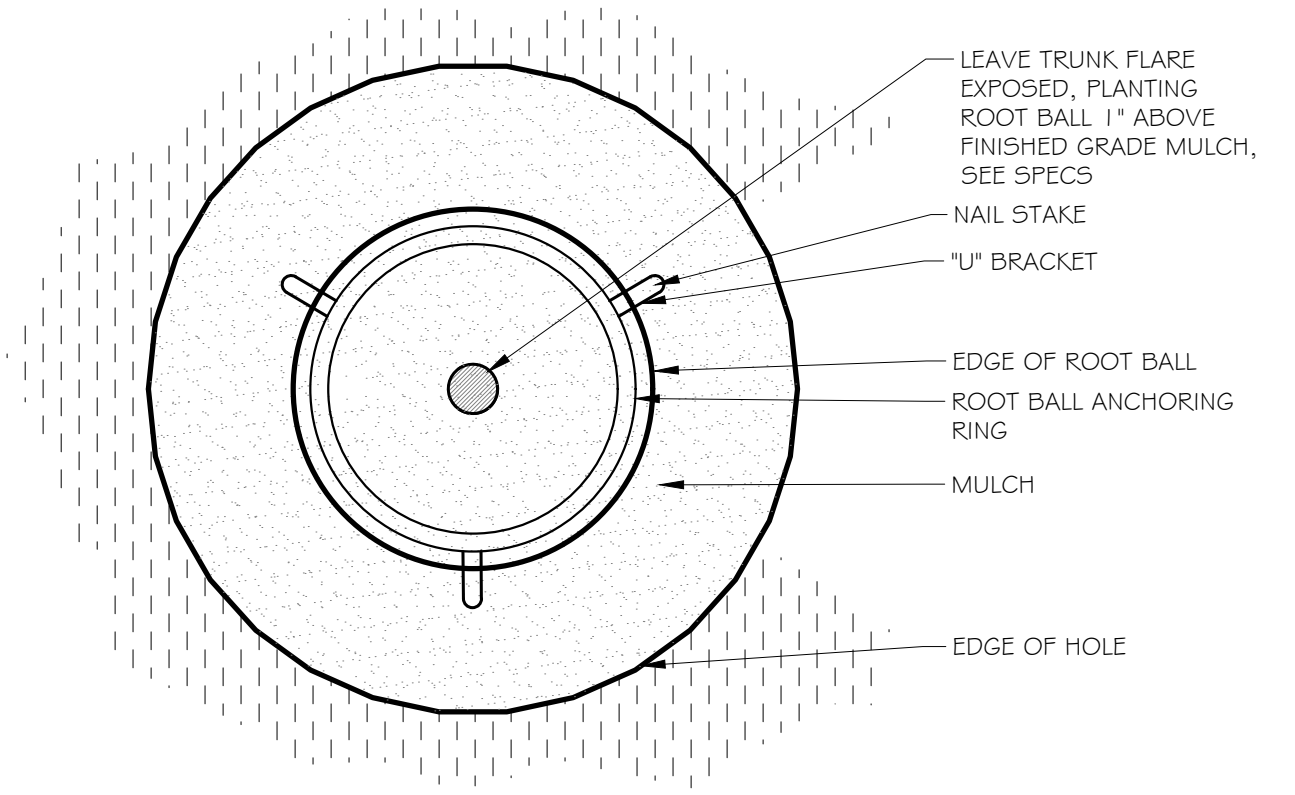
Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765	
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PLANTING PLAN						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
<i>CITY OF AUBREY, DENTON COUNTY, TEXAS</i>						

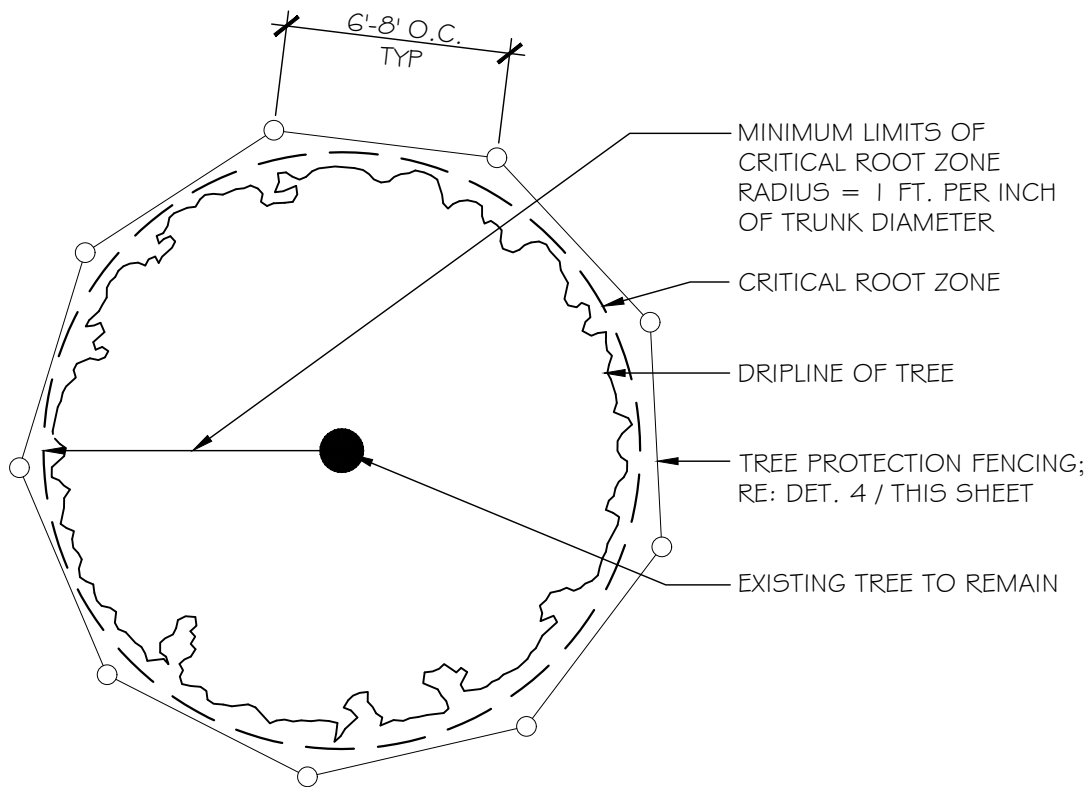
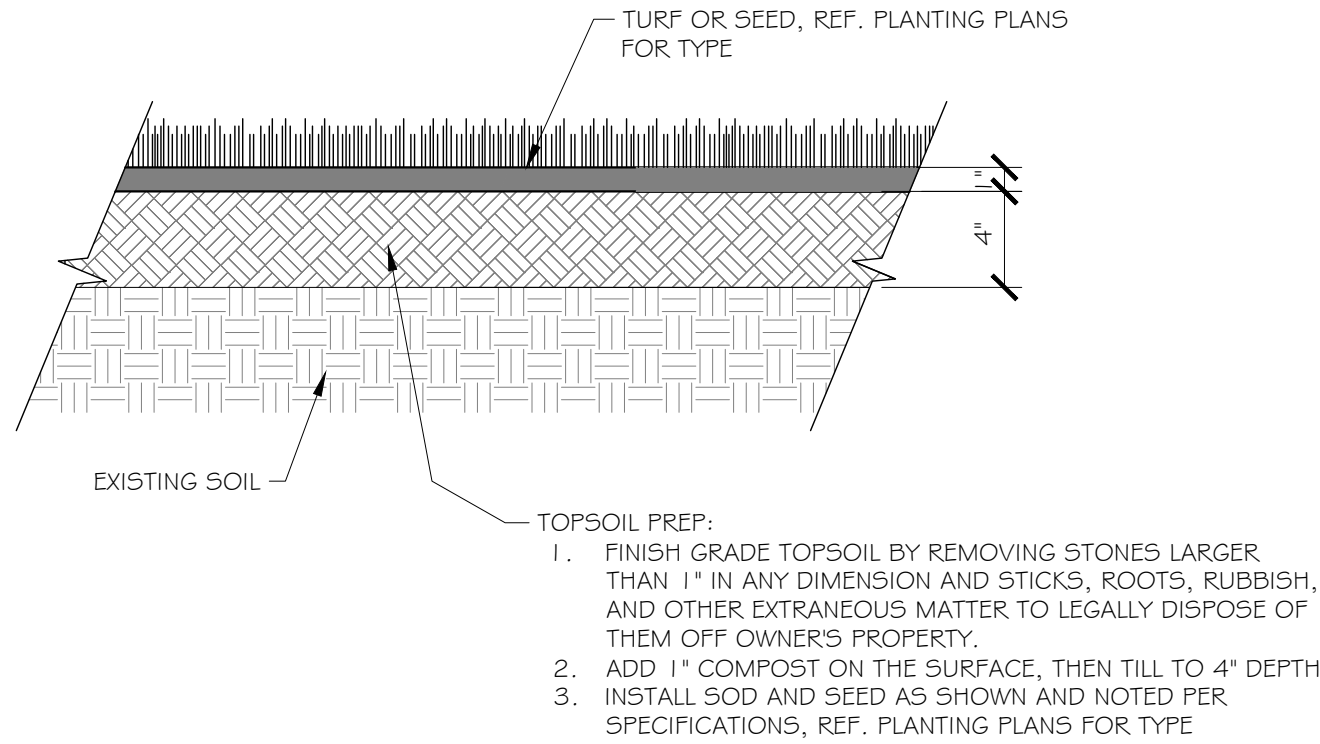
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L2.00

1 PLANTING PLAN
1" = 30'-0"

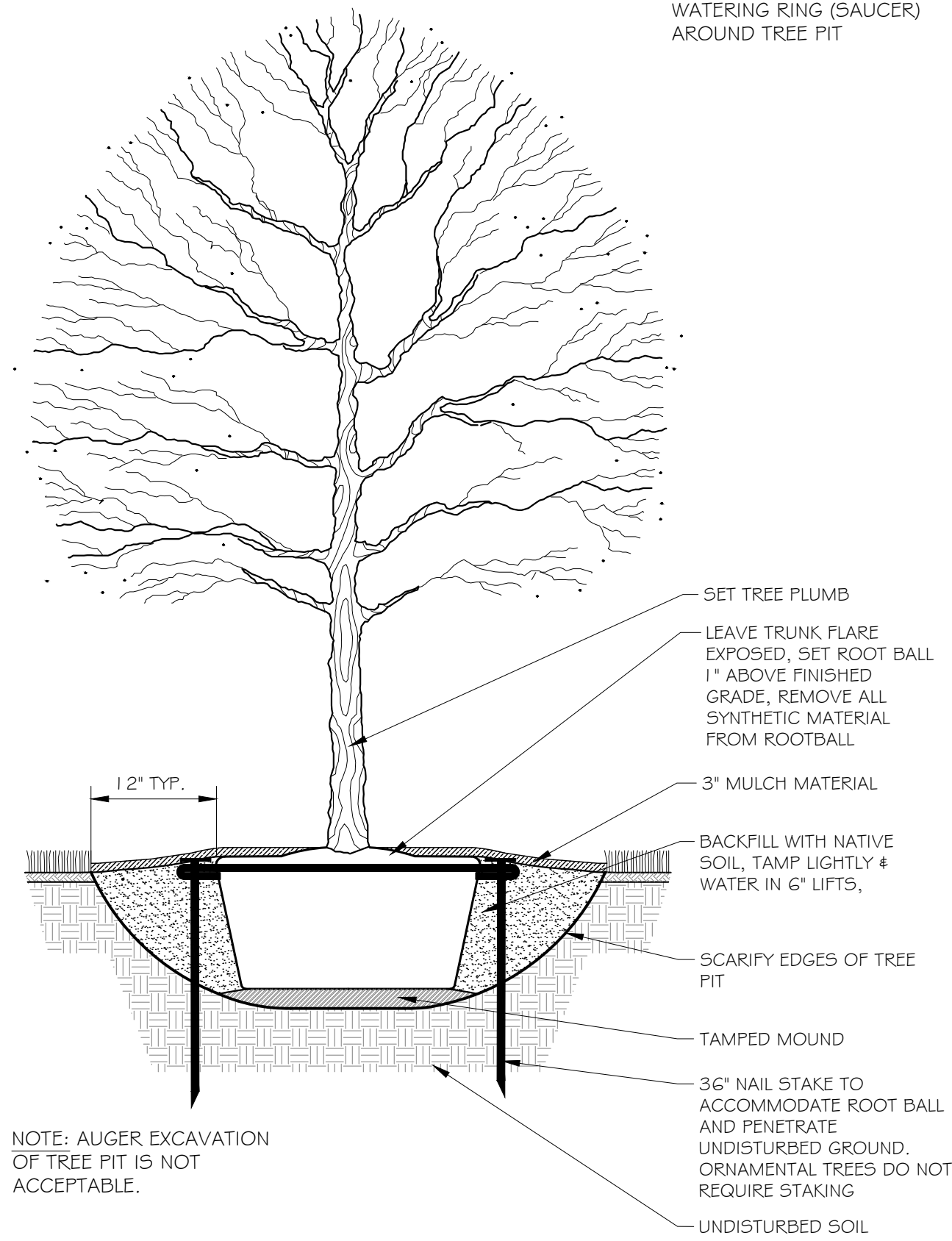




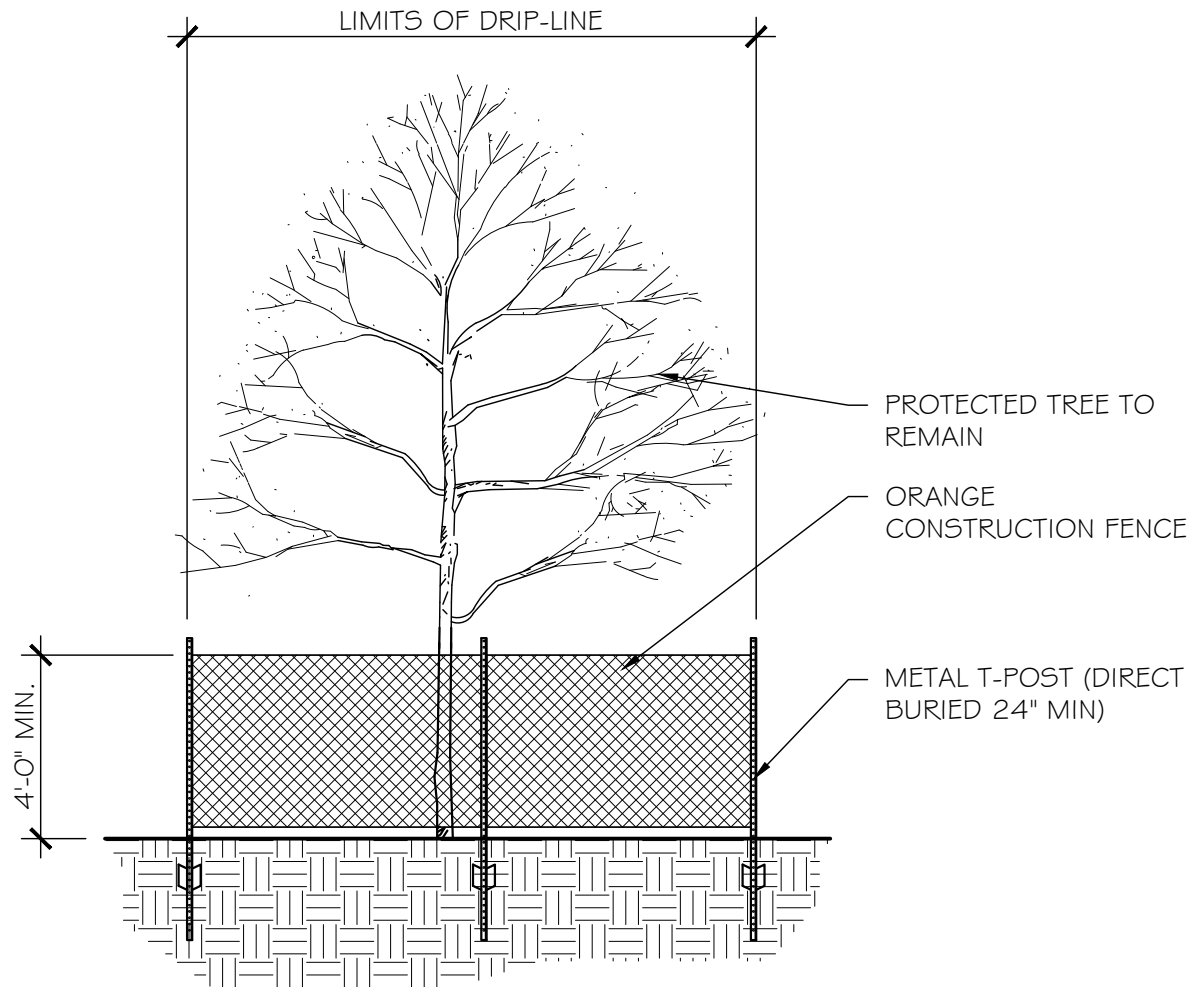
NOTE: DO NOT CREATE WATERING RING (SAUCER) AROUND TREE PIT



NOTE: TREE PROTECTION FENCING SHALL BE PLACED AT OR BEYOND THE DRIP LINE OR CRITICAL ROOT ZONE, WHICHEVER IS GREATER.



NOTE: AUGER EXCAVATION OF TREE PIT IS NOT ACCEPTABLE.



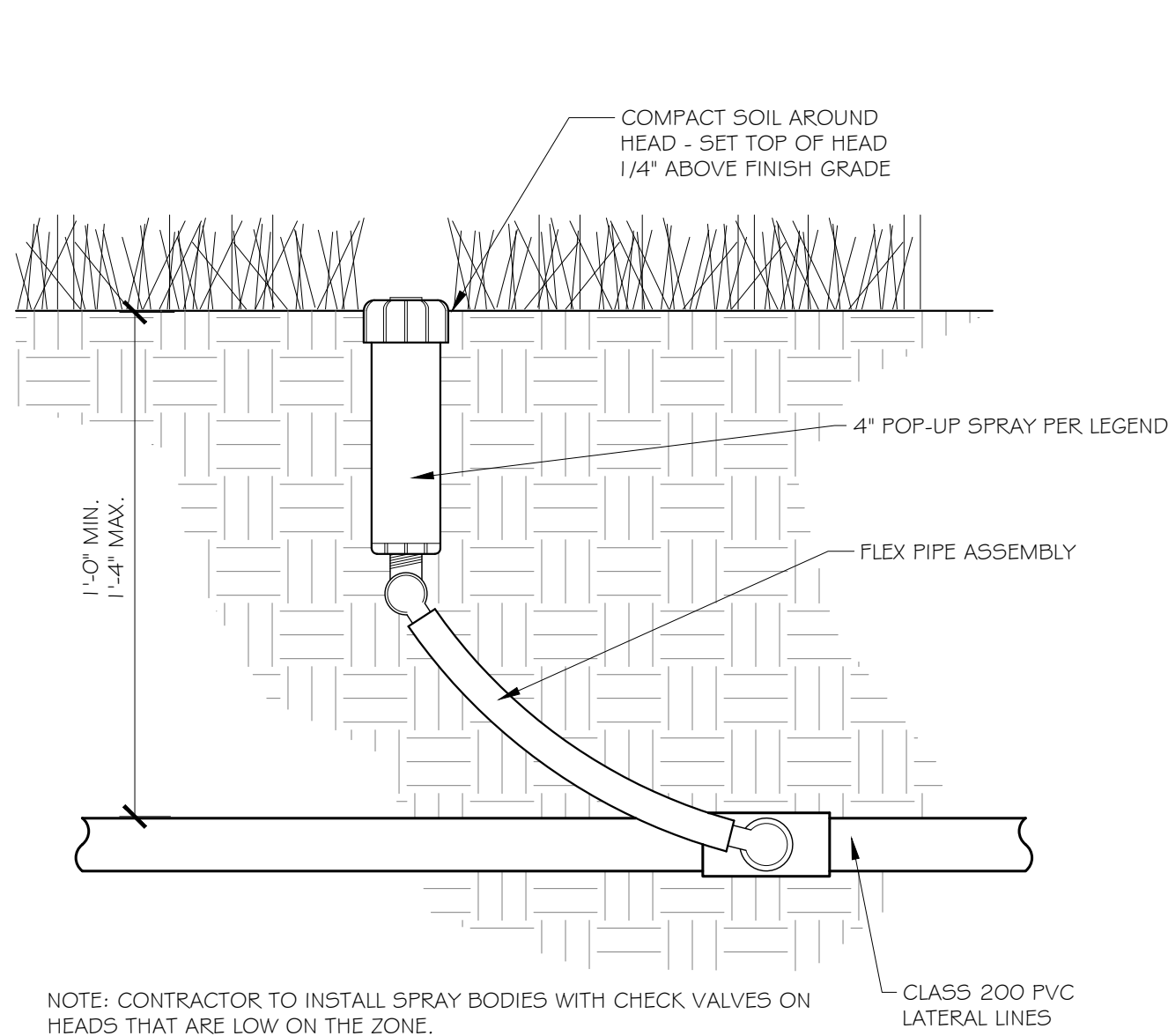
03/22/2024

4	03/22/2024	ISSUE FOR BID				
3	03/15/2024	ISSUE FOR REVIEW				
2	02/02/2024	90% CD SUBMITTAL				
1	12/22/2023	60% CD SUBMITTAL				
NO.	DATE	ISSUE				
NO.	DATE	REVISION				
Westwood118 N. OHIO STREET CELINA, TX 75009 214.451.2765						
PLANTING DETAILS						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L2.01

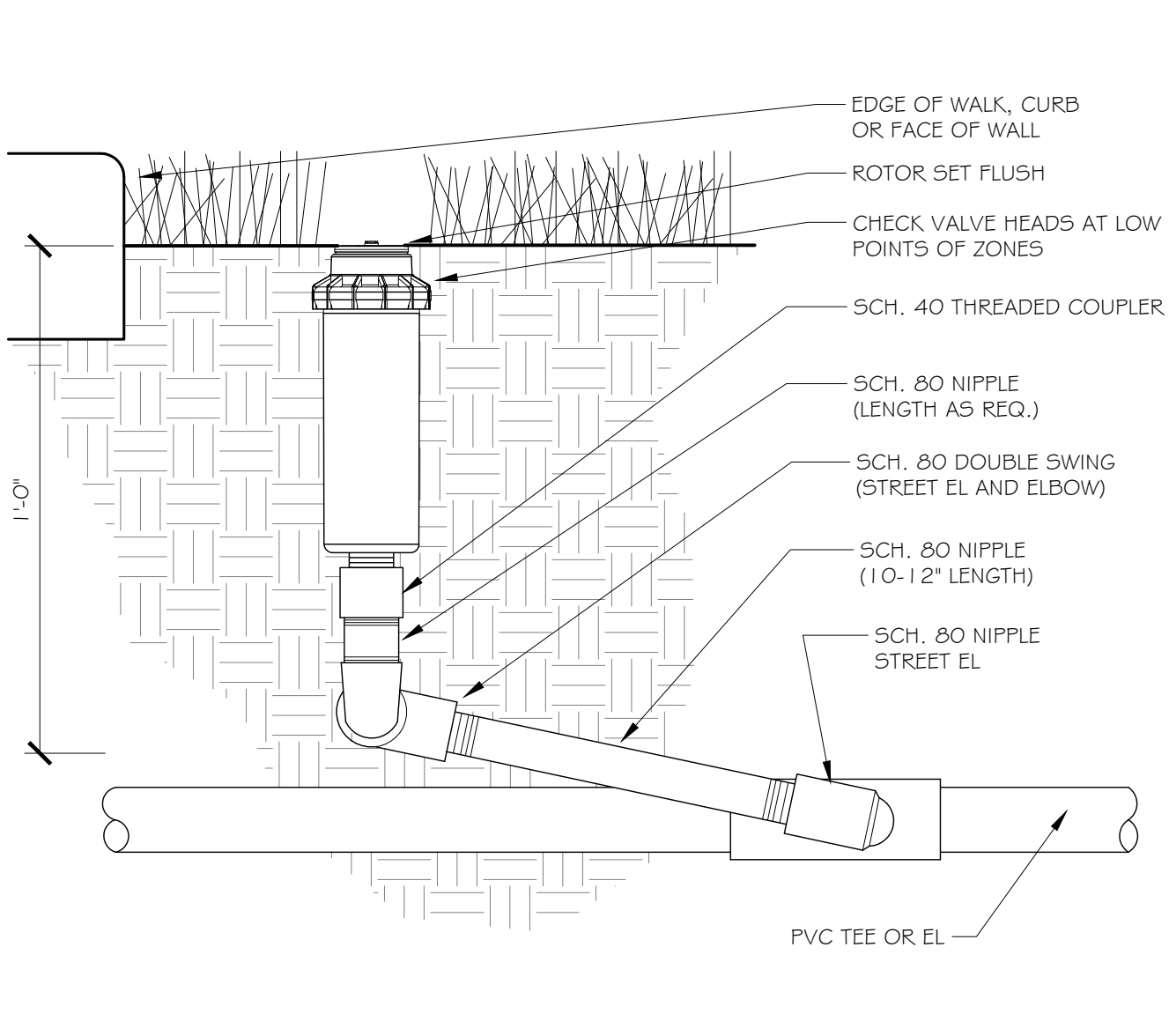
TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301

PK FILE: 0046217.00

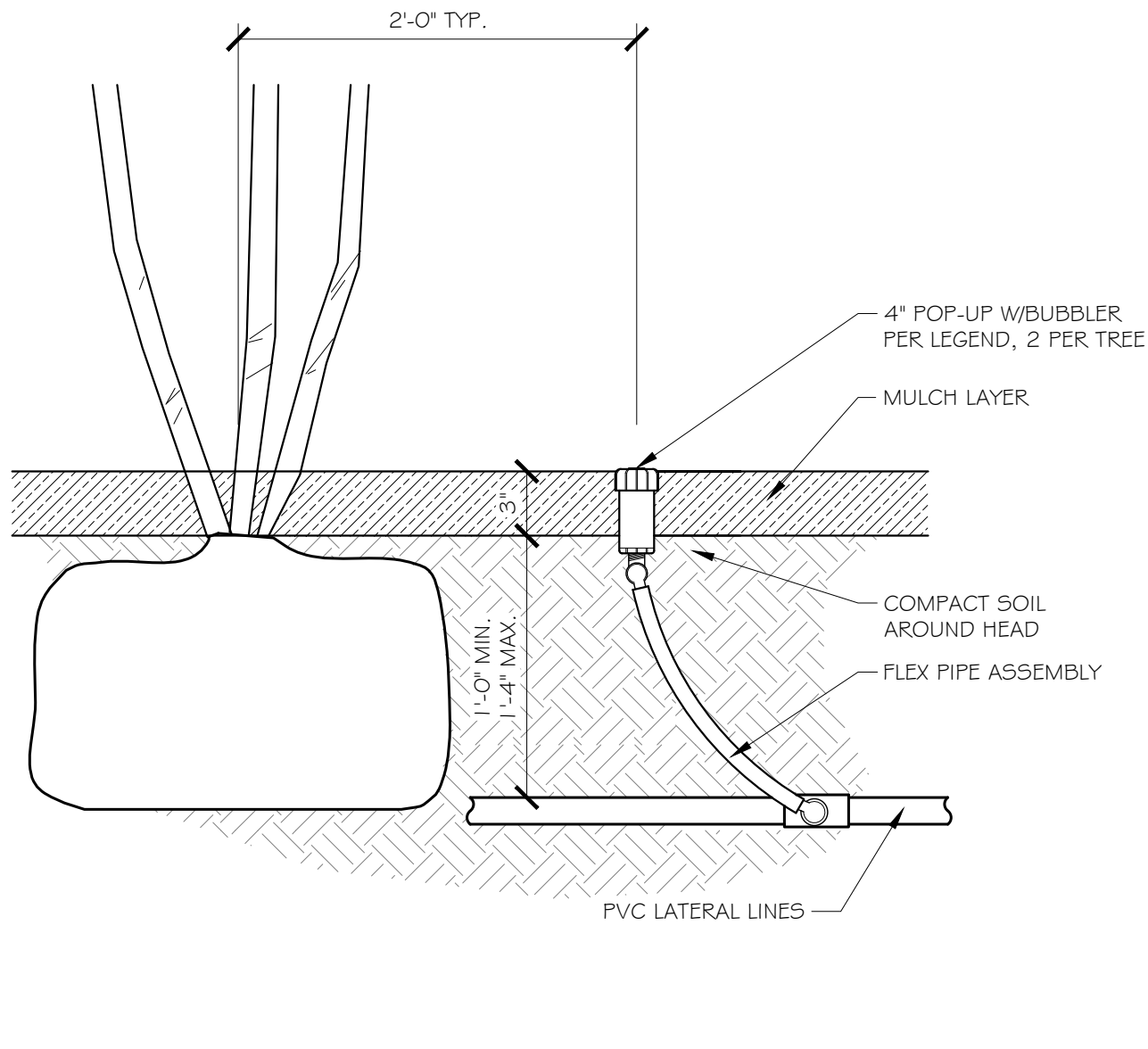




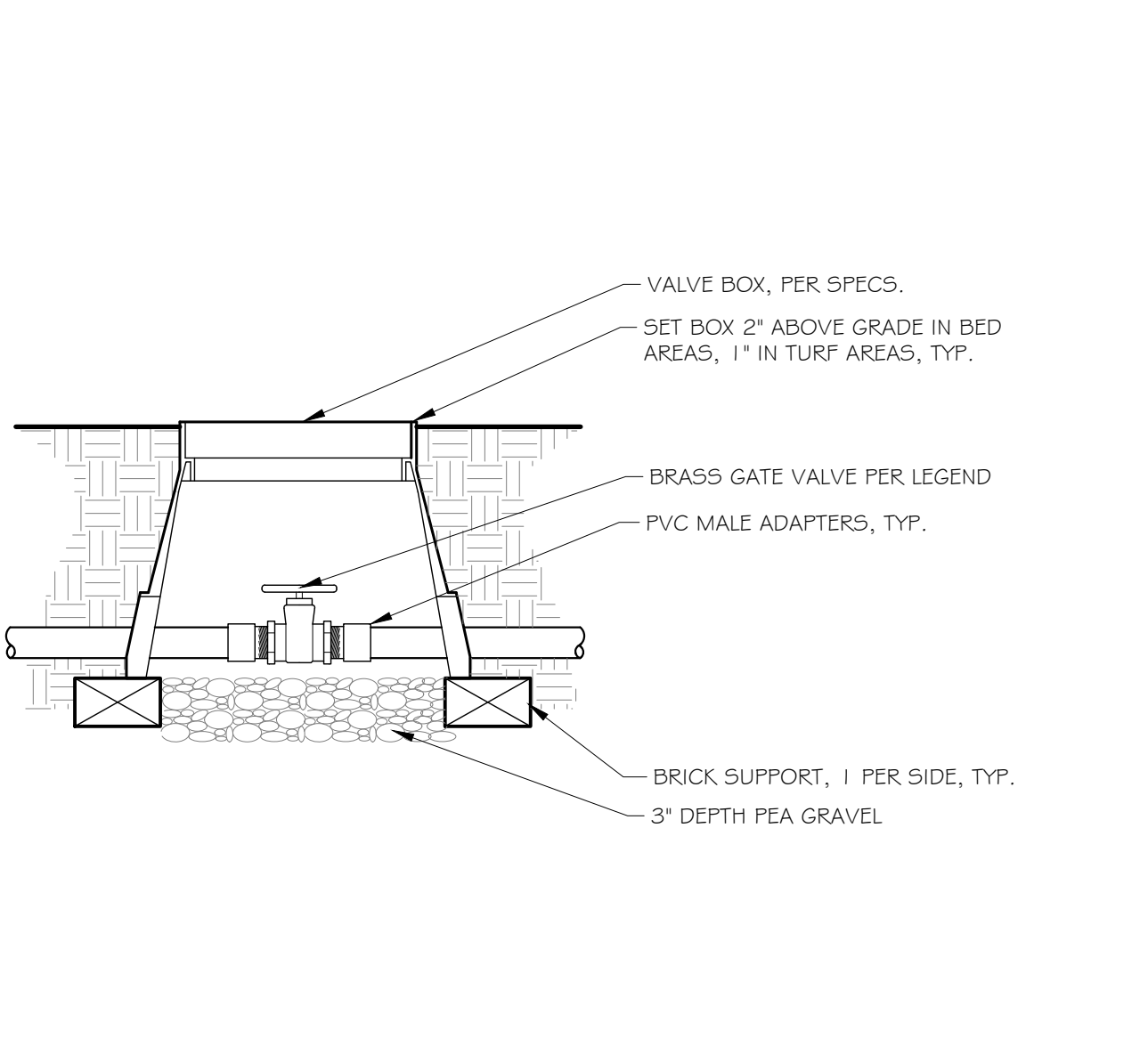
1 SPRAY HEAD
3" = 1'-0"



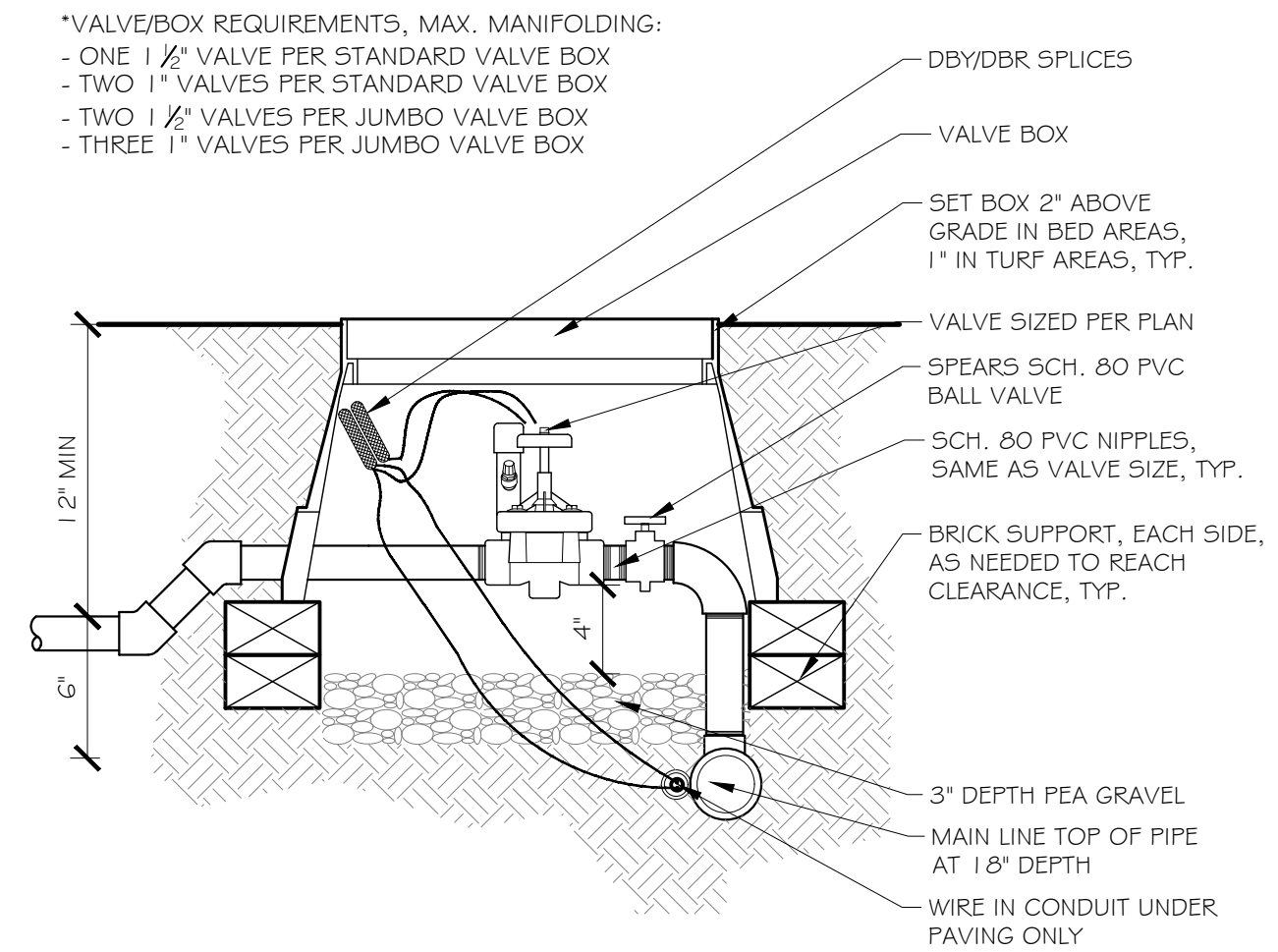
2 ROTOR HEAD
3" = 1'-0"



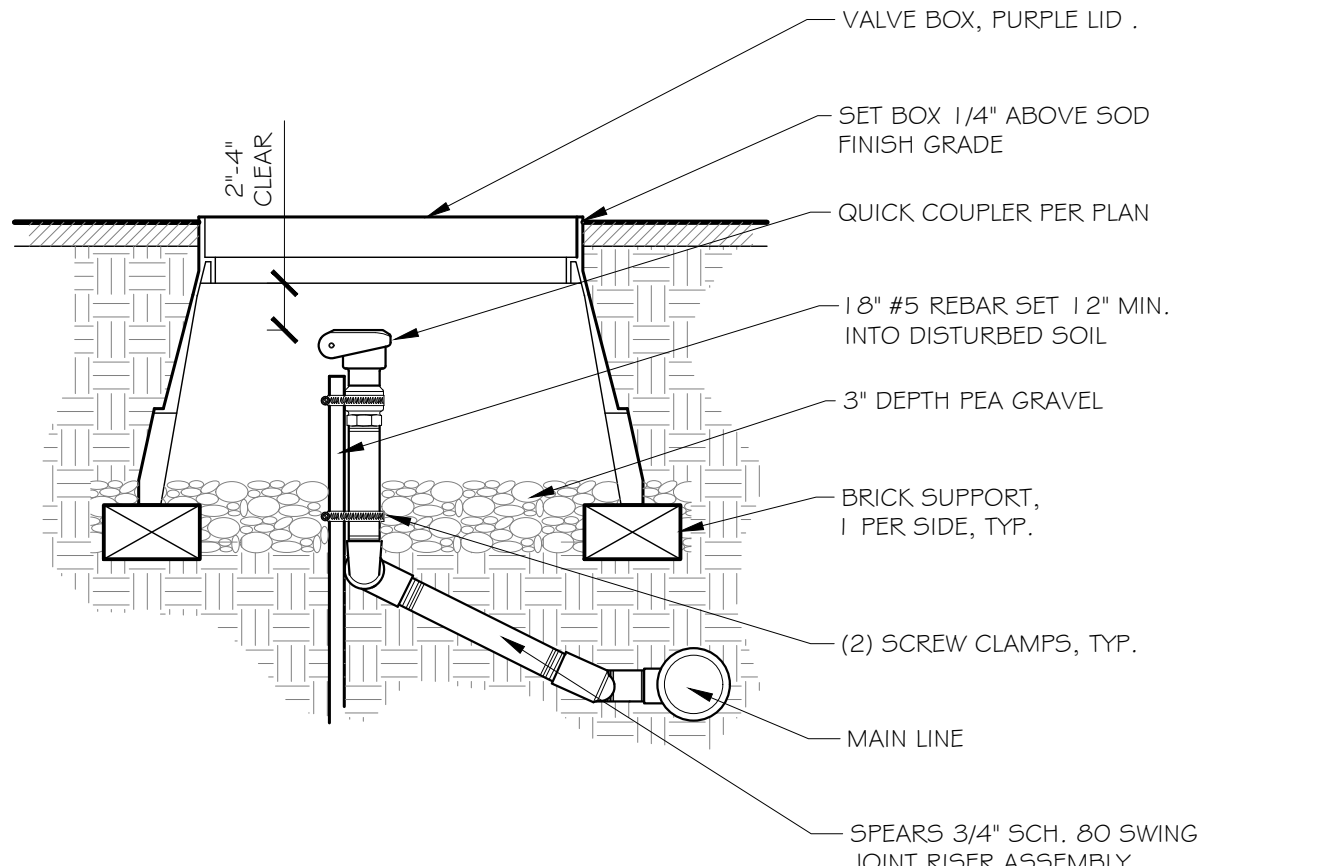
3 BUBBLER HEAD
1 1/2" = 1'-0"



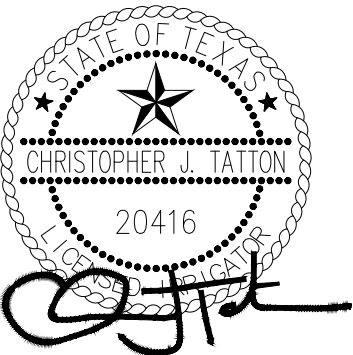
4 BRASS ISOLATION VALVE
1 1/2" = 1'-0"



5 AUTOMATIC SYSTEM VALVE
1 1/2" = 1'-0"



6 QUICK COUPLER VALVE
1 1/2" = 1'-0"



4	03/22/2024	ISSUE FOR BID
3	03/15/2024	ISSUE FOR REVIEW
2	02/02/2024	90% CD SUBMITTAL
1	12/22/2023	60% CD SUBMITTAL
NO.	DATE	ISSUE
NO.	DATE	REVISION

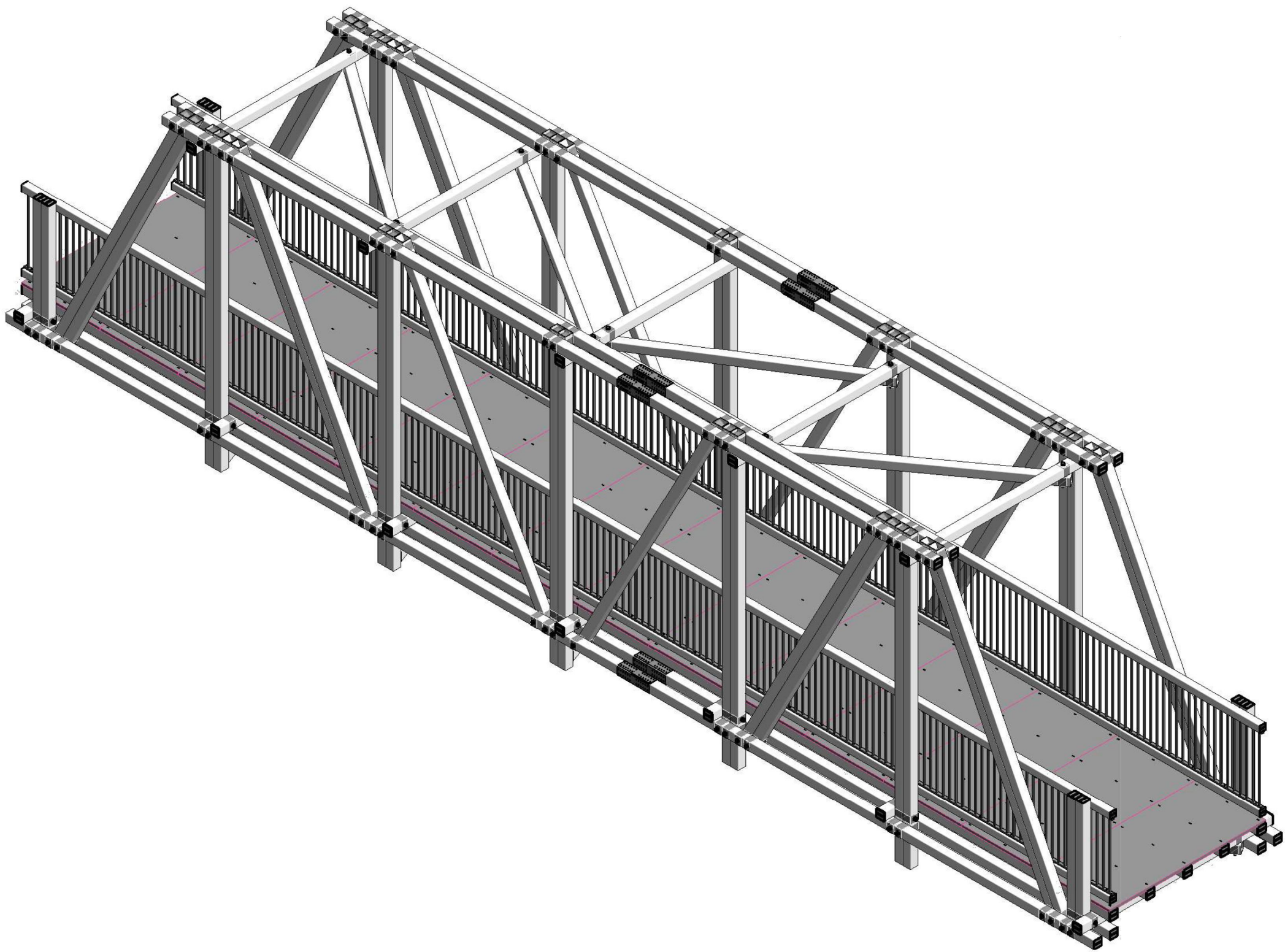
Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765	
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IRRIGATION DETAILS						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
<i>CITY OF AUBREY, DENTON COUNTY, TEXAS</i>						

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L3.01

TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301

Leslie Park Box Truss Bridge



ISOMETRIC VIEW

NOTE:
CONTRACTOR TO PROVIDE SHOP
DRAWINGS FOR PRODUCT TO
WORK WITH DESIGN CONDITIONS
FOR FINAL APPROVAL.

DRAWING SCHEDULE

Sheet	Description
S001	LOCALITY PLAN
S002	RENDER VIEW
S100	LAYOUT PLAN & ELEVATION
S101	STRUCTUTAL LAYOUT PLAN & ELEVATION
S102	TYPICAL SECTION

NOTE:
THIS SHEET IS FOR REFERENCE ONLY.
CONTRACTOR SHALL REVIEW SPECIFICATIONS
AND CONTACT MANUFACTURER FOR OFFICIAL
SHOP DRAWINGS (TO INCLUDE
SIGNED/SEALED ENGINEERING PLANS FOR
STRUCTURAL FOOTING).

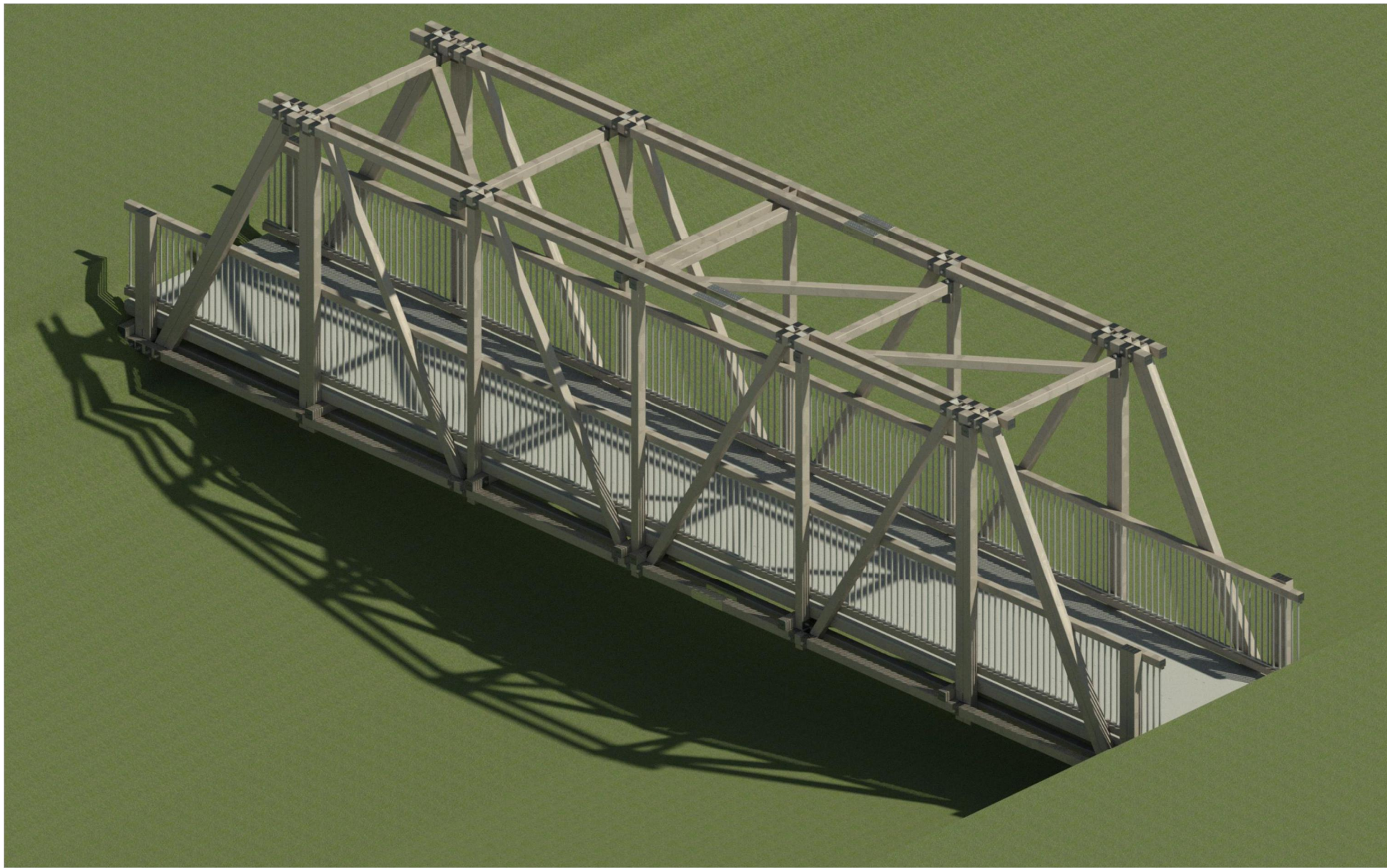
			Client's Acceptance:						WAGNERS COMPOSITE FIBER TECHNOLOGIES 19077 S. US HWY 377 Cresson, TX 75035 PH: 970-999-2344 www.wagnerscft.com			TITLE: LOCALITY PLAN			PROJECT STATUS: FOR TENDER								
			Name:.....									DESIGN:.....			DATE:.....								
			Date:.....			Signature:.....						PROJECT:.....			SHEET:.....								
A			ISSUED FOR TENDER			01.31.24			ALIF			Please sign only when 100% accurate to the design brief and that you have full understanding of site requirements for the installation of the structure. The structure will not be sent into production until the drawings have been signed by the client. Wagners will not be liable any Liquidated Damages caused by the delay of client's acceptance past the 5 days allowed for client acceptance.			EMC			DATE:.....					
Rev.			Description			Date			Drwn			This drawing is the property of Wagners Investments and shall not be sold. Copyright is reserved under Copyright Law. This drawing is subject to immediate recall on demand. This drawing may not be copied or used in any manner except as agreed to by Wagner Investments. The drawings, ideas & inventions shown shall not be disclosed to other parties.			CHECKED:.....			DATE:.....					
1															PROJECT NUMBER:.....			DRAWING NUMBER:.....			REV:.....		
																		S001			A		

4	03/22/2024	ISSUE FOR BID				
3	03/15/2024	ISSUE FOR REVIEW				
2	02/02/2024	90% CD SUBMITTAL				
1	12/22/2023	60% CD SUBMITTAL				
NO.	DATE	ISSUE				
NO.	DATE	REVISION				
Westwood 118 N. OHIO STREET CELINA, TX 75009 214.451.2765						
BRIDGE SPECIFICATION SHEET						
AUBREY LESLIE PARK PARK RENOVATIONS CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L4.00

NOTE:
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FOR FINAL APPROVAL.



Render 1
12" = 1'-0"



Render 2
12" = 1'-0"

NOTE:
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SIGNED/SEALED ENGINEERING PLANS FOR
STRUCTURAL FOOTING).

			Client's Acceptance:
			Name:.....
			Date:..... Signature:.....
A	ISSUED FOR TENDER	01.31.24	ALIF
Rev.	Description	Date	Drwn

Please sign only when 100% accurate to the design brief and that you have full understanding of site requirements for the installation of the structure. The structure will not be sent into production until the drawings have been signed by the client. Wagners will not be liable any Liquidated Damages caused by the delay of client's acceptance past the 5 days allowed for client acceptance.

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PH: 970-999-2344 www.wagnerscft.com

TITLE:
RENDER VIEW

PROJECT:
Leslie Park Box Truss Bridge

PROJECT STATUS:
FOR TENDER

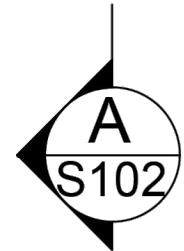
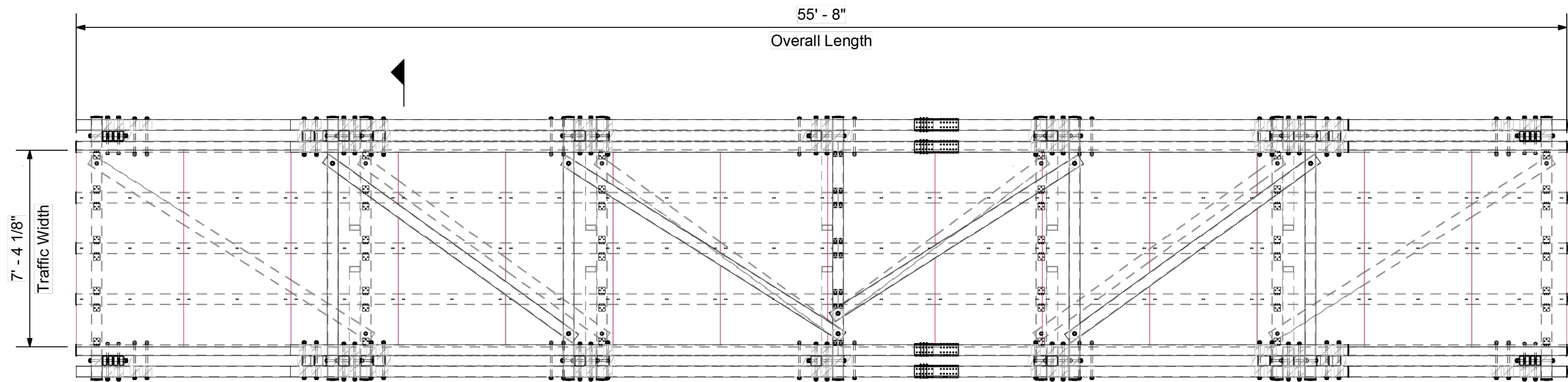
DESIGN:	DATE:	DRAWN:	DATE:
SCALE:	SHEET:	CHECKED:	DATE:
12" = 1'-0"	A3		
PROJECT NUMBER:	DRAWING NUMBER:	REV:	
	S002	A	

4	03/22/2024	ISSUE FOR BID
3	03/15/2024	ISSUE FOR REVIEW
2	02/02/2024	90% CD SUBMITTAL
1	12/22/2023	60% CD SUBMITTAL
NO.	DATE	ISSUE
NO.	DATE	REVISION

Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765	
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BRIDGE SPECIFICATION SHEET						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L4.01

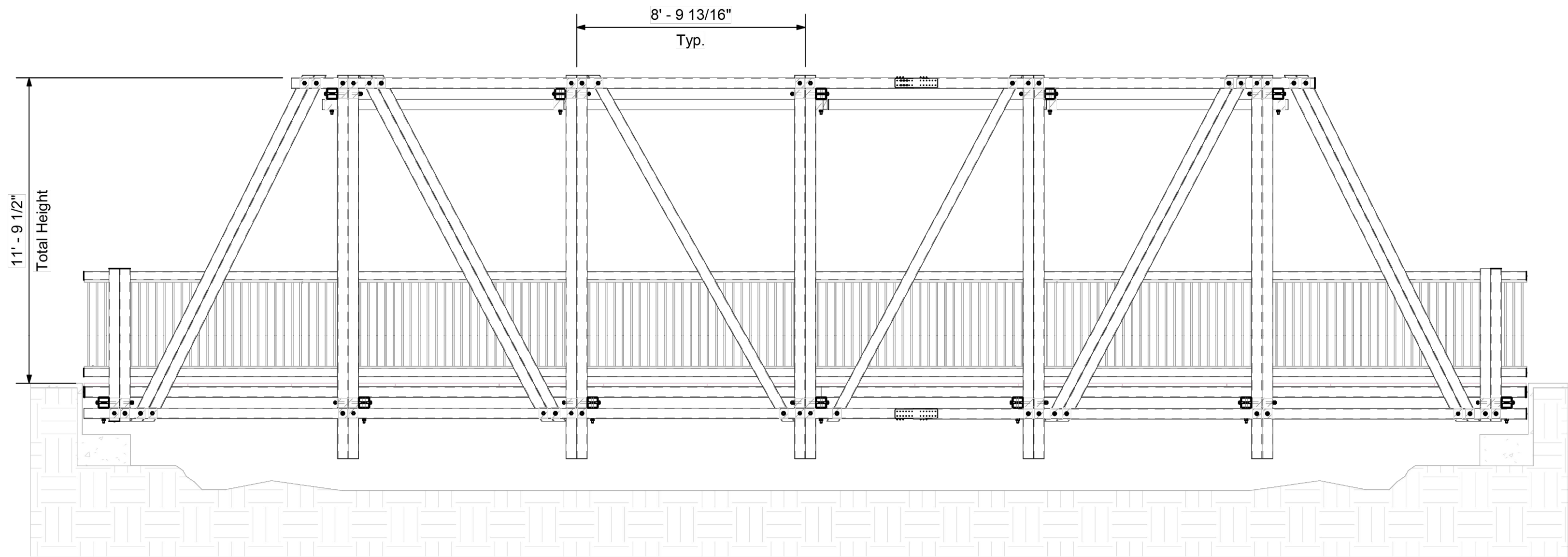
TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301



LAYOUT PLAN

3/16" = 1'-0"

NOTE:
CONTRACTOR TO PROVIDE SHOP
DRAWINGS FOR PRODUCT TO
WORK WITH DESIGN CONDITIONS
FOR FINAL APPROVAL.



ELEVATION

3/16" = 1'-0"

NOTE:
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AND CONTACT MANUFACTURER FOR OFFICIAL
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STRUCTURAL FOOTING).

4	03/22/2024	ISSUE FOR BID
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2	02/02/2024	90% CD SUBMITTAL
1	12/22/2023	60% CD SUBMITTAL
NO.	DATE	ISSUE
NO.	DATE	REVISION

Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765	
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BRIDGE SECTIONS	
AUBREY LESLIE PARK	
PARK RENOVATIONS	
CITY OF AUBREY, DENTON COUNTY, TEXAS	

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L4.02

Client's Acceptance:

Name:.....

Date:..... Signature:.....

Please sign only when 100% accurate to the design brief and that you have full understanding of site requirements for the installation of the structure. The structure will not be sent into production until the drawings have been signed by the client. Wagners will not be liable any Liquidated Damages caused by the delay of client's acceptance past the 5 days allowed for client acceptance.

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COMPOSITE FIBER TECHNOLOGIES

19077 S. US HWY 377 | Cresson, TX 76035
PH: 970-998-2344 www.wagnerscf.com

TITLE:
LAYOUT PLAN & ELEVATION

PROJECT:
Leslie Park Box Truss Bridge

PROJECT STATUS:
FOR TENDER

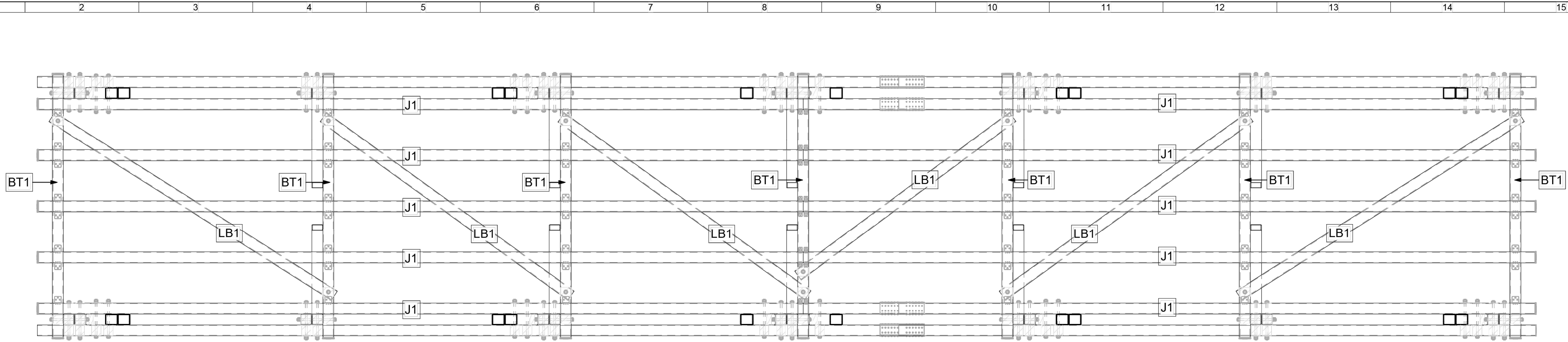
DESIGN: DATE: DRAWN: DATE:

SCALE: SHEET: EMC CHECKED: DATE:

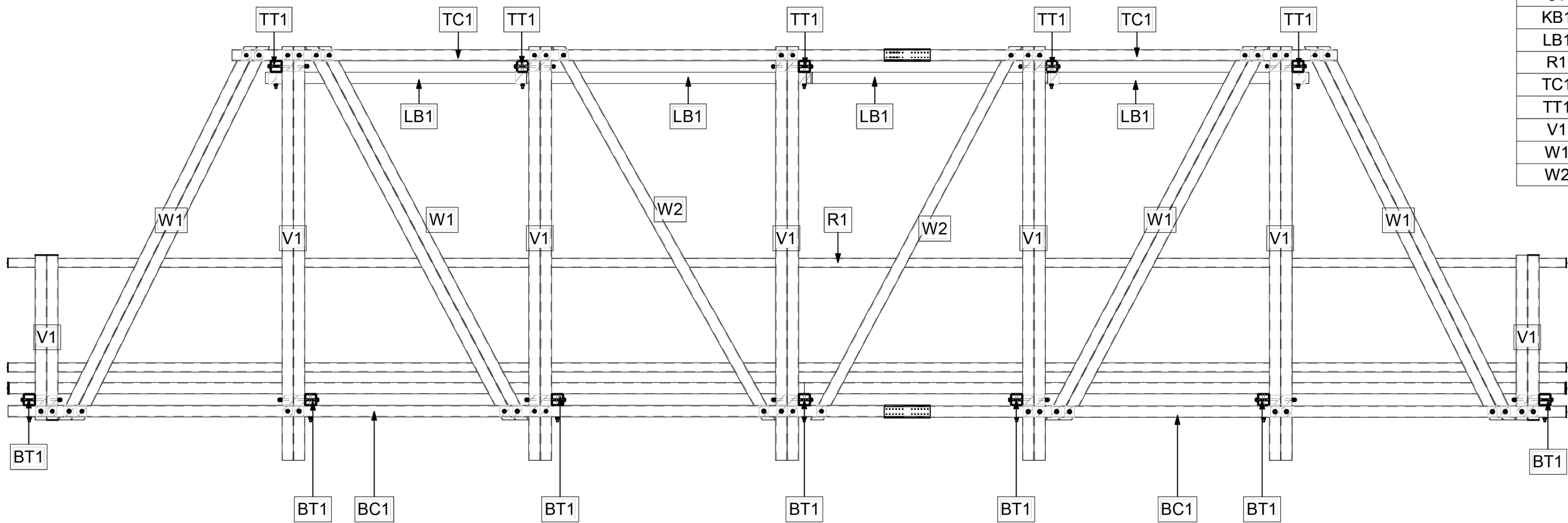
3/16" = 1'-0" A3

PROJECT NUMBER: DRAWING NUMBER: REV:

TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301



STRUCTURAL SETOUT PLAN
1/4" = 1'-0"



STRUCTURAL ELEVATION
3/16" = 1'-0"

MEMBER SCHEDULE

Member	Member Usage	Member Size
BC1	Bottom Chord	WCFT 5"x5"x1/4" SHS
BT1	Bottom Tie	WCFT 5"x5"x1/4" SHS
J1	Joist	WCFT 5"x5"x1/4" SHS
KB1	Knee Brace	WCFT 5"x5"x1/4" SHS
LB1	Lateral Brace	WCFT 5"x5"x1/4" SHS
R1	Rail	WCFT 4"x4"x3/16" SHS
TC1	Top Chord	WCFT 5"x5"x1/4" SHS
TT1	Top Tie	WCFT 5"x5"x1/4" SHS
V1	Vertical	WCFT 10"x5"x1/4" BRB
W1	Web	WCFT 10"x5"x1/4" BRB
W2	Web	WCFT 5"x5"x1/4" SHS

NOTE:
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DRAWINGS FOR PRODUCT TO
WORK WITH DESIGN CONDITIONS
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NO.	DATE	ISSUE
NO.	DATE	REVISION

Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765				
BRIDGE SECTIONS						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L4.03

Client's Acceptance:	
Name:.....	
Date:..... Signature:.....	
Please sign only when 100% accurate to the design brief and that you have full understanding of site requirements for the installation of the structure. The structure will not be sent into production until the drawings have been signed by the client. Wagners will not be liable any Labeled Damages caused by the delay of client's acceptance past the 5 days allowed for client acceptance.	
A	ISSUED FOR TENDER
Rev.	Description
1	

01.31.24	ALJF
Date	Drwn

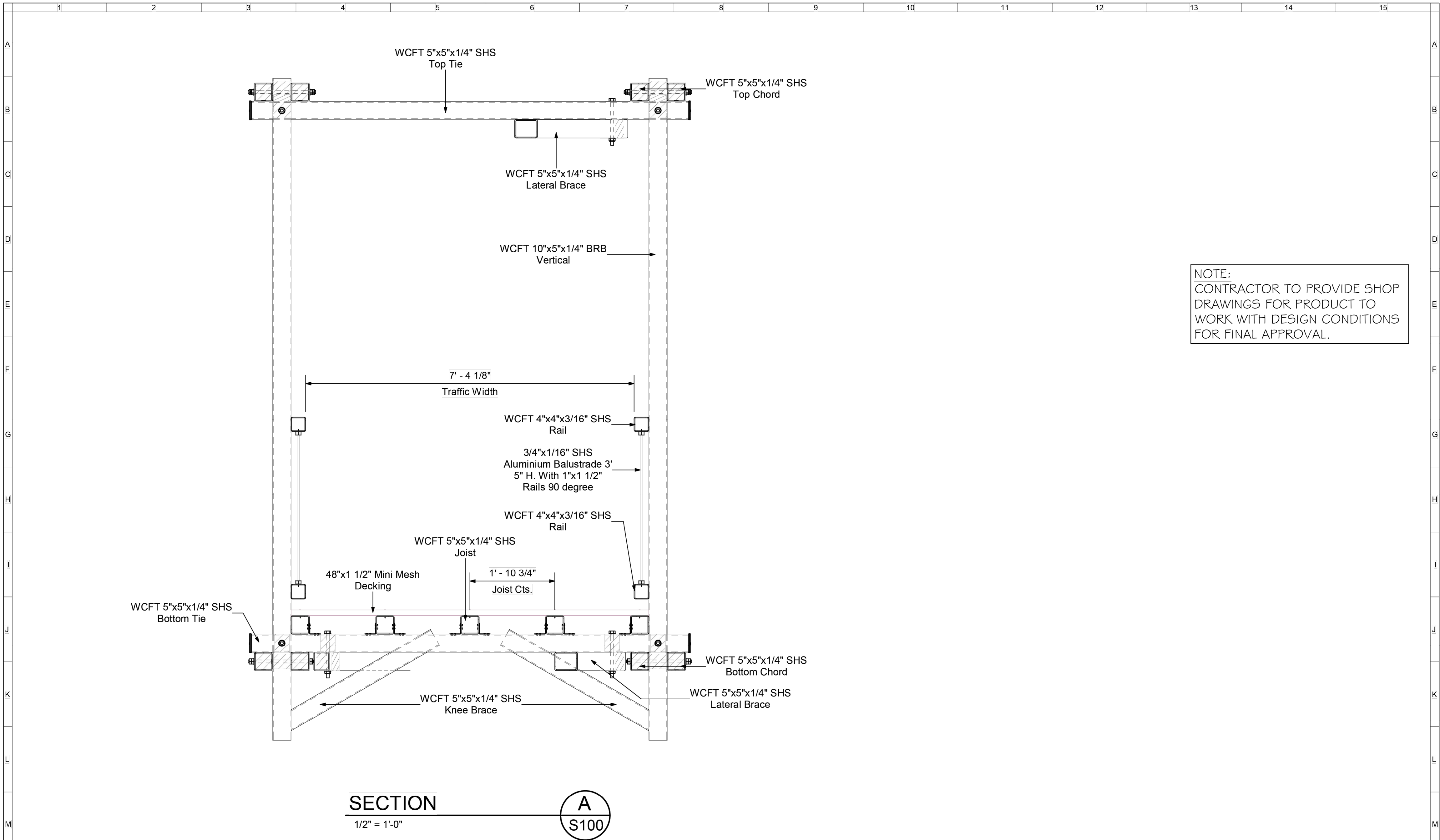
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COMPOSITE FIBER TECHNOLOGIES

19077 S. US HWY 377 | Cresson, TX 76035
PH: 970-999-2344 www.wagnersoft.com

TITLE: STRUCTUTAL LAYOUT PLAN & ELEVATION	
PROJECT: Leslie Park Box Truss Bridge	

PROJECT STATUS: FOR TENDER			
DESIGN:	DATE:	DRAWN:	DATE:
		EMC	
SCALE:	SHEET:	CHECKED:	DATE:
As indicated	A3		
PROJECT NUMBER:	DRAWING NUMBER:	REV:	
	S101	A	



SECTION A
1/2" = 1'-0"

Client's Acceptance:

Name:.....

Date:.....

Signature:.....

Rev.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

A

ISSUED FOR TENDER

01.31.24

ALJF

Drwn

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COMPOSITE FIBER TECHNOLOGIES

19077 S. US HWY 377 | Cresson, TX 76035
PH: 970-999-2344 www.wagnerscft.com

TITLE:
TYPICAL SECTION

PROJECT:
Leslie Park Box Truss Bridge

PROJECT STATUS:
FOR TENDER

DESIGN: DATE: DRAWN: DATE:

SCALE: SHEET: CHECKED: DATE:

PROJECT NUMBER: DRAWING NUMBER: REV:

EMC

A3

S102

A

NOTE:
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CONTRACTOR SHALL REVIEW SPECIFICATIONS
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NO.	DATE	ISSUE
NO.	DATE	REVISION

Westwood		118 N. OHIO STREET CELINA, TX 75009 214.451.2765				
BRIDGE SECTIONS						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
<i>CITY OF AUBREY, DENTON COUNTY, TEXAS</i>						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
SRR	SRR	MAR. 2024	AS SHOWN			L4.04

AB	ANCHOR BOLT
ACI	AMERICAN CONCRETE INSTITUTE
AFF	ABOVE FINISHED FLOOR
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AISI	AMERICAN IRON AND STEEL INSTITUTE
ARCH	ARCHITECTURAL
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWS	AMERICAN WELDING SOCIETY
BFF	BELOW FINISHED FLOOR
BFG	BELOW FINISHED GRADE
BL	BLOCK LINTEL
BLDG	BUILDING
BM	BEAM
BN	BOUNDARY NAILING
BO	BOTTOM OF
BOD	BOTTOM OF DECK
BOF	BOTTOM OF FOOTING
BOM	BOTTOM OF MASONRY
BOS	BOTTOM OF STEEL
BOT	BOTTOM
BRG	BEARING
CEN	CONTINUOUS EDGE NAILING
CFMF	COLD FORMED METAL FRAMING
CJ	CONTROL JOINT
CL	CENTERLINE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
COND	CONDENSER UNIT
CONST	CONSTRUCTION
CONT	CONTINUOUS
DBL	DOUBLE
DEN	DISCONTINUOUS EDGE NAILING
DIA	DIAMETER
EA	EACH
EDC	ELECTRICAL DISTRIBUTION CENTER
EF	EXHAUST FAN
EIFS	EXTERIOR INSULATION AND FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL
EO	ENGINEER OF RECORD
EQ	EQUAL
ETR	EXISTING TO REMAIN
EW	EACH WAY
FDN	FOUNDATION
FF	FINISHED FLOOR
FN	FIELD NAILING
FOA	FACE OF ANGLE
FS	FAR SIDE
FTG	FOOTING
FV	FIELD VERIFY
GA	GAGE
GC	GENERAL CONTRACTOR
GYP	GYPSUM BOARD
H	HEIGHT
HDG	HOT DIPPED GALVANIZED
HORIZ	HORIZONTAL
HSA	HEADED STUD ANCHOR
HSS	HOLLOW STRUCTURAL SHAPE
INFO	INFORMATION
ISO	ISOLATION
JBE	JOIST BEARING ELEVATION
JST	JOIST
JT	JOINT
KSI	KIPS PER SQUARE INCH
L	LENGTH
LB	POUNDS
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LONG	LONGITUDINAL
MAX	MAXIMUM
MECH	MECHANICAL
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MTL	METAL
NBPS	NOT BY PRECAST SUPPLIER
NIC	NOT IN CONTRACT
NO	NUMBER
NS	NEAR SIDE
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OH	OPPOSITE HAND
OPP	OPPOSITE
OSL	OUTSTANDING LEG
PAF	POWER ACTUATED FASTENER
PC	PRECAST
PCF	POUNDS PER CUBIC FOOT
PEMB	PRE-ENGINEERED METAL BUILDING
PL	PLATE
PLF	POUNDS PER LINEAR FOOT
PLUMB	PLUMBING
PMEJ	PREMOLDED EXPANSION JOINT
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
QTY	QUANTITY
RACK	REFRIGERATION RACK
REF	REFER TO
REINF	REINFORCING
REQD	REQUIRED
REV	REVERSE
RO	ROUGH OPENING
RTU	ROOF TOP UNIT
SCHED	SCHEDULE
SDI	STEEL DECK INSTITUTE
SDI	SIMILAR
SJI	STEEL JOIST INSTITUTE
SP	SPACES
SPECS	SPECIFICATIONS
SQ	SQUARE
STRUC	STRUCTURAL
T&B	TOP AND BOTTOM
THK	THICKNESS
TO	TOP OF
TOC	TOP OF CONCRETE
TOF	TOP OF FOOTING
TOGB	TOP OF GRADE BEAM
TOM	TOP OF MASONRY
TOS	TOP OF STEEL
TOW	TOP OF WALL
TRANS	TRANSVERSE
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
W	WIDTH
WP	WORK POINT

DESIGN DATA

1. BUILDING CODE2021 IBC
2. GRAVITY LOADSAS PROVIDED BY BRIDGE SUPPLIER
3. LATERAL LOADSA. WIND LOADS

1. BASIC WIND SPEED (3-SECOND GUST)105 MPH

– SERVICE WIND SPEEDI

2. RISK CATEGORYC

3. WIND EXPOSURE CATEGORY0.85

4. VELOCITY PRESSURE EXPOSURE COEFFICIENT (K_h)
- B. DESIGN WIND PRESSURES (SERVICE)PER ASCE-7

GENERAL:

1. CONTRACT DOCUMENTS:
THE GENERAL CONTRACTOR SHALL OBTAIN ALL CONTRACT DOCUMENTS AND LATEST ADDENDA AND SUBMIT SUCH DOCUMENTS TO ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS PRIOR TO THE SUBMITTAL OF SHOP DRAWINGS, FABRICATION OF ANY STRUCTURAL MEMBERS, AND ERECTION IN THE FIELD.
2. COMPLETE SHOP DRAWINGS FOR THE STRUCTURAL WORK SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW PRIOR TO COMMENCEMENT OF CONSTRUCTION, IN ACCORDANCE WITH THE SPECIFICATIONS. CONTRACTOR SHALL REVIEW AND STAMP ALL SHOP DRAWINGS PRIOR TO SUBMITTING. **STRUCTURAL ENGINEER SHALL HAVE TEN FULL BUSINESS WORKING DAYS FOR REVIEWS.** SUCH REVIEW BY THE ARCHITECT/ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF FULL RESPONSIBILITY FOR CORRECT FABRICATION AND CONSTRUCTION OF THE WORK.
3. ELECTRONIC FILES OR REPRODUCTIONS OF THESE CONTRACT DOCUMENTS BY ANY CONTRACTOR, SUBCONTRACTOR, ERECTOR, FABRICATOR, OR MATERIAL SUPPLIER IN LIEU OF PREPARATION OF SHOP DRAWINGS SIGNIFIES THEIR ACCEPTANCE OF ALL INFORMATION SHOWN HEREON AS CORRECT, AND OBLIGATES THEMSELVES TO ANY JOB EXPENSE, REAL OR IMPLIED, ARISING DUE TO ANY ERRORS THAT MAY OCCUR HEREON.
4. ANY DEVIATION FROM, ADDITION TO, SUBSTITUTION FOR, OR MODIFICATION TO THE STRUCTURE OR ANY PART OF THE STRUCTURE DETAILED ON THESE DRAWINGS SHALL BE SUBMITTED IN WRITING TO THE ENGINEER FOR REVIEW. SHOP DRAWINGS THAT ARE SUBMITTED FOR REVIEW DO NOT CONSTITUTE "IN-WRITING" UNLESS IT IS CLEARLY NOTED THAT SPECIFIC CHANGES ARE BEING SUGGESTED.
5. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE SITE AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE ACTUAL CONDITIONS AND INFORMATION SHOWN ON THE DRAWINGS BEFORE PROCEEDING WITH THE WORK.
6. THE STRUCTURAL DRAWINGS ARE NOT TO BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS, OR FIT OF MATERIALS.
7. RESPONSIBILITY OF THE CONTRACTOR FOR STABILITY OF THE STRUCTURE DURING CONSTRUCTION:
ALL STRUCTURAL ELEMENTS OF THE PROJECT HAVE BEEN DESIGNED BY THE STRUCTURAL ENGINEER TO RESIST THE REQUIRED CODE VERTICAL AND LATERAL FORCES THAT COULD OCCUR IN THE FINAL COMPLETED STRUCTURE ONLY. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED BRACING AND SHORING DURING CONSTRUCTION TO MAINTAIN THE STABILITY AND SAFETY OF ALL STRUCTURAL ELEMENTS DURING THE CONSTRUCTION PROCESS UNTIL THE STABILITY-PROVIDING SYSTEM IS COMPLETELY INSTALLED AND THE STRUCTURE IS COMPLETELY TIED TOGETHER.
8. CONFLICTS IN STRUCTURAL REQUIREMENTS:
WHERE CONFLICT EXISTS AMONG THE VARIOUS PARTS OF THE STRUCTURAL CONTRACT DOCUMENTS, STRUCTURAL DRAWINGS, GENERAL NOTES, AND SPECIFICATIONS, THE STRICTEST REQUIREMENTS, AS INDICATED BY THE ENGINEER, SHALL GOVERN.
9. CONTRACTOR SUBSTITUTIONS:
MATERIALS OR PRODUCTS SUBMITTED FOR APPROVAL THAT DIFFER FROM THE MATERIAL OR PRODUCTS SPECIFIED IN THE STRUCTURAL CONTRACT DOCUMENTS WILL BE APPROVED ONLY IF THE FOLLOWING CRITERIA ARE SATISFIED:
A. A COST SAVINGS TO THE OWNER IS DOCUMENTED AND SUBMITTED WITH REQUEST.
B. THE MATERIAL OR PRODUCT COMPLIES WITH THE SAME ASTM SPECIFICATIONS
10. SITE OBSERVATION BY THE STRUCTURAL ENGINEER:
THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, AND, EXCEPT WHERE SPECIFICALLY SHOWN, DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES, TECHNIQUES AND SEQUENCE.
THE ENGINEER SHALL NOT HAVE CONTROL NOR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSION OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. PERIODIC SITE OBSERVATION BY FIELD REPRESENTATIVES OF JFTE, L.P. IS SOLELY FOR THE PURPOSE OF DETERMINING IF THE WORK OF THE CONTRACTOR PROCEEDS IN ACCORDANCE WITH THE STRUCTURAL CONTRACT DOCUMENTS. THIS LIMITED SITE OBSERVATION SHOULD NOT BE CONSTRUED AS EXHAUSTIVE OR CONTINUOUS TO CHECK THE QUALITY OR QUANTITY OF THE WORK, BUT RATHER PERIODIC IN AN EFFORT TO GUARD THE OWNER AGAINST DEFECTS OR DEFICIENCIES IN THE WORK OF THE CONTRACTOR.
11. MAINTENANCE STATEMENT:
PERIODIC MAINTENANCE IS REQUIRED TO ENSURE STRUCTURAL INTEGRITY FROM EXPOSURE TO ENVIRONMENT. A PLANNED PROGRAM OF MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO, SUCH ITEMS AS, PAINTING OF STRUCTURAL STEEL, PROTECTIVE COATING FOR CONCRETE, SEALANTS, CAULKED JOINTS, EXPANSION JOINTS, CONTROL JOINTS, SPALLS AND CRACKS IN CONCRETE.

EARTHWORK AND FOUNDATIONS:

1. THE FOUNDATION DESIGN IS BASED ON A SUBSURFACE EXPLORATION AND REPORT BY ECS SOUTHWEST, LLP DATED DECEMBER 5, 2023 REPORT No. 63:1964.
2. THE EARTHWORK AND FOUNDATION NOTES CONTAINED HERE ARE INTENDED TO PROVIDE A SUMMARY OF THE RECOMMENDATIONS MADE IN THE GEOTECHNICAL REPORT. CONTRACTOR SHALL READ AND BE THOROUGHLY FAMILIAR WITH ALL RECOMMENDATIONS OF THE REPORT. OMISSIONS OR RESTATEMENTS DO NOT RELIEVE THE CONTRACTOR FROM FULL COMPLIANCE WITH THE REPORT.
3. ANY UNCONTROLLED FILL SHOULD BE EXCAVATED AND RECOMPACTED PER GEOTECH REPORT.
4. FOUNDATIONS FOR THE PEDESTRIAN BRIDGE SHALL BE DRILLED AND UNDER REAMED SHAFTS FOUNDED APPROXIMATELY 12' BELOW EXISTING GRADE AND BEAR IN SANDY FAT CLAY. ALLOWABLE END BEARING PRESSURE IS 5000 PSF TOTAL LOAD.
5. FOUNDATIONS FOR THE BASKETBALL COURT GOAL POST SHALL BE EXCAVATED FOUNDED APPROXIMATELY 2.5' BELOW EXISTING GRADE AND BEAR IN SANDY FAT CLAY. ALLOWABLE END BEARING PRESSURE IS 2000 PSF TOTAL LOAD.
6. TEMPORARY CASING MAY BE REQUIRED FOR PIERS. PROVIDE A UNIT COST PER FOOT FOR EACH CASING SIZE.
7. STANDARD PROCEDURES OF FROST PROTECTION FOR FOUNDATIONS AND EXCAVATIONS SHALL BE EMPLOYED FOR WINTER CONSTRUCTION. BACKFILLING OF EXCAVATIONS SHALL BE DONE AS SOON AS POSSIBLE TO PROTECT FOUNDATIONS FROM FROST.
8. THE PIER LENGTH NOTED ON THE DRAWINGS IS FOR ESTIMATING PURPOSES ONLY. THE FINAL BEARING ELEVATION IS TO BE DETERMINED IN THE FIELD. SOIL TESTING LABORATORY SHALL BE EMPLOYED TO VERIFY BEARING STRATA AND DEPTH.
9. AFTER THE PIERS/FOOTINGS HAVE BEEN DRILLED/EXCAVATED AND BEFORE REINFORCING STEEL PLACEMENT, A GEOTECHNICAL ENGINEER SHALL VERIFY SOILS OF THE DESIGN BEARING CAPACITY HAVE BEEN ENCOUNTERED. A WRITTEN REPORT OF THE INSPECTION, SHALL BE PROVIDED TO THE STRUCTURAL ENGINEER OF RECORD.
10. A "MUSHROOM" AT THE TOP OF THE DRILLED PIER WILL NOT BE ALLOWED. COMMERCIAL SURETOPS BY SUREVOID, INC. (OR APPROVED EQUAL) SHALL BE USED.
11. CONCRETING OF EACH DRILLED SHAFT SHALL BE COMPLETED WITHIN 5 HOURS OF EXCAVATION. IF GROUNDWATER SEEPAGE IS ENCOUNTERED DURING PIER CONSTRUCTION, CASING MAY BE REQUIRED. ANY EXCESS WATER SHALL BE REMOVED PRIOR TO PLACING CONCRETE.
12. PIERS SHALL BE CONSTRUCTED WITHIN THE FOLLOWING CENTERLINE TOLERANCES:
A. MAXIMUM PERMISSIBLE VARIATION OF LOCATION – NOT MORE THAN 1"
B. SHAFTS OUT OF PLUMB – NOT MORE THAN 1.5% OF LENGTH
C. CONCRETE CUTOFF ELEVATION – PLUS 1" TO MINUS 2".
13. THE CONTRACTOR SHALL MAKE ACCURATE MEASUREMENTS OF THE DEPTH OF THE BEARING STRATA AND THE DISTANCE OF PENETRATION INTO THE BEARING STRATA. A PIER LOG SHALL BE SUBMITTED TO THE ENGINEER OF RECORD INDICATING DEPTH OF PIERS AND THE DEPTH OF PENETRATION.
14. ALL CAST-IN-PLACE CONCRETE BEAMS, PIER CAPS, AND WALLS SHALL BE CONSTRUCTED ON VOID FORMS. RETAINERS, BOARDS ALONG GRADE BEAMS SHALL BE USED. ALL WATER DAMAGED VOID FORMS SHALL BE REMOVED AND REPLACED.
15. ALL FACES OF GRADE BEAMS SHALL HAVE A SMOOTH SURFACE. PLYWOOD OR STEEL FORMS SHALL BE USED TO FORM SIDES. EARTH FORMING IS NOT ALLOWED.
16. EXISTING SUBGRADE UNDER SLAB AREAS SHALL BE REMOVED AND REPLACED PER THE GEOTECHNICAL ENGINEERS RECOMMENDATIONS GIVEN IN THE REPORT NOTED ABOVE TO ACHIEVE A MAXIMUM THEORETICAL PVR OF 1 INCH.
17. CONTRACTOR SHOULD COORDINATE THE BRIDGE SUPPORT CONFIGURATION AND BRIDGE CONNECTION DETAILS PRIOR TO ABUTMENT CONSTRUCTION.

CAST IN PLACE REINFORCED CONCRETE:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF A.C.I. 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE".
2. MIXES SHALL BE DESIGNED TO PROVIDE CONCRETE WITH A 28 DAY COMPRESSIVE STRENGTH AS NOTED BELOW (NO CALCIUM CHLORIDE SHALL BE PERMITTED).

(a) UNLESS NOTED OTHERWISE, ALL CONCRETEf'c = 3,000 P.S.I.

(b) CONCRETE COURT FOUNDATIONf'c = 4,000 P.S.I.
3. PORTLAND CEMENT SHALL BE A SINGLE BRAND CONFORMING TO ASTM C-150, E 1/1I.
4. NORMAL WEIGHT (150 PCF CONCRETE) AGGREGATES SHALL CONFORM TO ASTM C-33 AND SHALL BE FROM A SINGLE SOURCE FOR EXPOSED CONCRETE. ALL CONCRETE SHALL UTILIZE NORMAL WEIGHT AGGREGATE UNLESS NOTED OTHERWISE.
5. ALL ADDITIVES FOR AIR ENTRAINMENT, WATER REDUCTION, AND SET CONTROL SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS, PROJECT SPECIFICATIONS, AND WEATHER CONDITIONS.
6. THE MAXIMUM NOMINAL SIZES OF COURSE AGGREGATE BE AS FOLLOWS:

PIERS/FOOTINGS.....1 1/2"

SLABS.....3/4"

ALL OTHER CONCRETE.....1"
7. CONCRETE SLUMPS SHALL BE FOUR (4) INCH TO SIX (6) INCH MAXIMUM.
8. CONCRETE SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR WITH A MINIMUM 3/4" DIAMETER HEAD. "RODDING" IS NOT ALLOWED.
9. ALL EXTERIOR CONCRETE SHALL BE AIR ENTRAINED. AIR CONTENT SHALL BE 4 1/2% -/+ 1 1/2% INTERIOR SLABS SHALL NOT HAVE AIR-ENTRAINMENT.
10. MILD STEEL REINFORCING BARS SHALL CONFORM TO ASTM A-615, WELDABLE REINFORCING SHALL CONFORM TO ASTM A-706. No. 3 BARS SHALL BE GRADE 40. No. 4 BARS AND LARGER SHALL BE GRADE 60. WELDING OF REINFORCING BARS SHALL CONFORM TO THE AWS/AWS D1.4 WELDING CODE.
11. MILD STEEL REINFORCEMENT AND ACCESSORIES SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH ACI SP-66.
12. MILD STEEL REINFORCEMENT SHALL BE PLACED AND SECURED IN ACCORDANCE WITH CRSI "RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS".
13. CONCRETE PROTECTION FOR REINFORCEMENT SHALL BE AS FOLLOWS:

GRADE BEAMS/FOOTINGS.....1 1/2" TOP

2" SIDES

3" BOTTOM

SLAB.....3/4" TOP & BOTTOM

PIERS.....3" ALL SURFACES
14. THE TESTING LABORATORY SHALL BE NOTIFIED AFTER THE MILD STEEL REINFORCEMENT AND EMBEDS ARE POSITIONED PRIOR TO EACH CONCRETE PLACEMENT. NO CONCRETE SHALL BE PLACED UNTIL THESE ITEMS ARE CHECKED AND APPROVED BY THE TESTING LABORATORY.
15. EACH AREA OF CONCRETE WORK SHALL BE FINISHED AND CURED IN ACCORDANCE WITH THE SPECIFICATIONS. CHAMFERS SHALL BE PROVIDED IN ACCORDANCE WITH THE ARCHITECTURAL DRAWINGS.
16. CURING OF CONCRETE WORK:
ALL CONCRETE WORK FORMED AND UNFORMED SHALL BE WET CURED FOR A MINIMUM PERIOD OF SEVEN DAYS.
17. REINFORCING BARS No. 11 AND SMALLER SHALL BE CONTACT LAP SPLICED AS INDICATED IN BAR LAP SCHEDULE, UNLESS SHOWN OTHERWISE. WELDED WIRE FABRIC SHALL BE SPLICED BY LAPPING ONE FULL MESH AND LACING THE SPLICES WITH WIRE. ALL SPLICES SHALL BE STAGGERED.

LAP SPLICE SCHEDULE			
BAR SIZE	LAP	BAR SIZE	LAP
3	1'-10"	7	3'-9"
4	2'-3"	8	4'-9"
5	2'-8"	9	6'-1"
6	3'-2"		

18. PROVIDE 90° STANDARD HOOKS WHERE SHOWN IN DETAILS, MINIMUM LENGTH SHALL BE 12db, WHERE db IS DIAMETER OF BAR.
19. SAMPLES FOR STRENGTH TESTS OF EACH CLASS OF CONCRETE SHALL BE TAKEN NOT LESS THAN THE FOLLOWING:
a) ONCE PER DAY
b) ONCE PER EVERY 150 CUBIC YARDS
c) ONCE PER EVERY 5000 SQUARE FEET OF SURFACE AREA FOR SLABS OR WALLS
20. IF TOTAL VOLUME OF CONCRETE IS SUCH THAT FREQUENCY OF TESTING REQUIRED BY NOTE ABOVE WOULD PROVIDE LESS THAN 5 STRENGTH TESTS FOR EACH CLASS OF CONCRETE, TESTS SHALL BE MADE FROM AT LEAST 5 RANDOMLY SELECTED BATCHES OR FROM EACH BATCH IF FEWER THAN 5 BATCHES ARE USED.



TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301

James F. Turner
Engineers, L.P.

Consulting Engineers

8340 Meadow Rd., Suite 160
Dallas, Texas 75231
TEL: 214-750-2900
TX REGISTRATION # 10852

DRAWN/DESIGN		GC/APPR	
4	03/22/2024	ISSUE FOR BID	
3	03/15/2024	ISSUE FOR REVIEW	
2	02/02/2024	90% CD SUBMITTAL	
1	12/22/2023	60% CD SUBMITTAL	
NO.	DATE	ISSUE	
NO.	DATE	REVISION	

Westwood

STRUCTURAL GENERAL NOTES						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
JT	HL	MAR. 2024	AS SHOWN			S000

POST-INSTALLED ANCHORS:

1. POST-INSTALLED ANCHORS SHALL ONLY BE USED WHERE SPECIFIED ON THE DRAWINGS. CONTRACTOR SHALL OBTAIN APPROVAL FROM ENGINEER OF RECORD PRIOR TO USING POST-INSTALLED ANCHORS FOR MISSING OR MISPLACED CAST-IN-PLACE ANCHORS.

A. EXCEPT WHERE INDICATED ON THE DRAWINGS, POST-INSTALLED ANCHORS SHALL CONSIST OF THE FOLLOWING ANCHORS AS PROVIDED BY HILTI, INC. CONTACT HILTI AT (800) 879-8000 FOR PRODUCT RELATED QUESTIONS.

I. ANCHORAGE TO CONCRETE

A. ADHESIVE ANCHORS FOR CONCRETE USE:

1. HILTI HIT-RE 500-SD EPOXY ADHESIVE ANCHORING SYSTEM PER ICC ESR-2322 FOR SLOW CURE APPLICATIONS.

2. HILTI HIT-HY 200 SAFE SET SYSTEM WITH THE HILTI HIT-Z ROD PER ICC ESR-3187 OR TRADITIONAL HOLE CLEANING PER MANUFACTURER.

3. HILTI HIT-HY 200 SAFE SET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) WITH HAS-E THREADED ROD PER ICC ESR-3187.

4. STEEL ANCHOR ELEMENT SHALL BE HILTI HIS-N INTERNALLY THREADED INSERTS (USED WITH RE 500-SD AND HY 200 MAX ONLY), HILTI HAS-E CONTINUOUSLY THREADED ROD, OR CONTINUOUSLY DEFORMED STEEL REBAR.

B. MEDIUM DUTY MECHANICAL ANCHORS FOR CONCRETE USE:

HILTI KWIK HUS EZ AND KWIK HUS EZ-I SCREW ANCHORS PER ICC ESR-3027

HILTI KWIK BOLT-TZ EXPANSION ANCHORS PER ICC ESR-1917

C. HEAVY DUTY MECHANICAL ANCHORS FOR CONCRETE USE:

HILTI HDA UNDERCUT ANCHORS PER ICC ESR 1546

HILTI HSL-3 EXPANSION ANCHORS PER ICC ESR 1545

II. REBAR DOWELING INTO CONCRETE

A. ADHESIVE ANCHORS FOR CONCRETE USE:

1. HILTI HIT-HY 200 SAFE SET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) WITH CONTINUOUSLY DEFORMED REBAR PER ICC ESR-3187. OR USE TRADITIONAL HOLE CLEANING PER MANUFACTURER.

III. ANCHORAGE TO SOLID GROUTED MASONRY

A. MECHANICAL ANCHORS USE:

HILTI KWIK BOLT-3 EXPANSION ANCHORS PER ICC ESR 1385

B. ANCHORAGE TO HOLLOW / MULTI-WYTHE MASONRY

C. ADHESIVE ANCHORS USE:

1. HILTI HIT-HY 70 MASONRY ADHESIVE ANCHORING SYSTEM PER ICC ESR-2682.

2. STEEL ANCHOR ELEMENT SHALL BE HILTI HAS-E CONTINUOUSLY THREADED ROD OR CONTINUOUSLY DEFORMED STEEL REBAR.

3. THE APPROPRIATE SIZE SCREEN TUBE SHALL BE USED PER ADHESIVE MANUFACTURER'S RECOMMENDATION.

2. ANCHOR CAPACITY USED IN DESIGN SHALL BE BASED ON THE TECHNICAL DATA PUBLISHED BY HILTI OR SUCH OTHER METHOD AS APPROVED BY THE STRUCTURAL ENGINEER OF RECORD. SUBSTITUTION REQUESTS FOR ALTERNATE PRODUCTS MUST BE APPROVED IN WRITING BY THE STRUCTURAL ENGINEER OF RECORD PRIOR TO USE. CONTRACTOR SHALL PROVIDE CALCULATIONS DEMONSTRATING THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF ACHIEVING THE PERFORMANCE VALUES OF THE SPECIFIED PRODUCT. SUBSTITUTIONS WILL BE EVALUATED BY THEIR HAVING AN ICC ESR SHOWING COMPLIANCE WITH THE RELEVANT BUILDING CODE FOR SEISMIC USES, LOAD RESISTANCE, INSTALLATION CATEGORY, AND AVAILABILITY OF COMPREHENSIVE INSTALLATION INSTRUCTIONS. ADHESIVE ANCHOR EVALUATION WILL ALSO CONSIDER CREEP, IN-SERVICE TEMPERATURE AND INSTALLATION TEMPERATURE.

3. INSTALL ANCHORS PER THE MANUFACTURER INSTRUCTIONS, AS INCLUDED IN THE ANCHOR PACKAGING.

4. OVERHEAD ADHESIVE ANCHORS MUST BE INSTALLED USING THE HILTI PROFI SYSTEM.

5. THE CONTRACTOR SHALL ARRANGE AN ANCHOR MANUFACTURER'S REPRESENTATIVE TO PROVIDE ONSITE INSTALLATION TRAINING FOR ALL OF THEIR ANCHORING PRODUCTS SPECIFIED. THE STRUCTURAL ENGINEER OF RECORD MUST RECEIVE DOCUMENTED CONFIRMATION THAT ALL OF THE CONTRACTOR'S PERSONNEL WHO INSTALL ANCHORS ARE TRAINED PRIOR TO THE COMMENCEMENT OF INSTALLING ANCHORS.

6. ANCHOR CAPACITY IS DEPENDANT UPON SPACING BETWEEN ADJACENT ANCHORS AND PROXIMITY OF ANCHORS TO EDGE OF CONCRETE. INSTALL ANCHORS IN ACCORDANCE WITH SPACING AND EDGE CLEARANCES INDICATED ON THE DRAWINGS.

7. EXISTING REINFORCING BARS IN THE CONCRETE STRUCTURE MAY CONFLICT WITH SPECIFIC ANCHOR LOCATIONS. UNLESS NOTED ON THE DRAWINGS THAT THE BARS CAN BE CUT, THE CONTRACTOR SHALL REVIEW THE EXISTING STRUCTURAL DRAWINGS AND SHALL UNDERTAKE TO LOCATE THE POSITION OF THE REINFORCING BARS AT THE LOCATIONS OF THE CONCRETE ANCHORS, BY HILTI FERROSCAN, GPR, X-RAY, CHIPPING OR OTHER MEANS.

POST-TENSIONED CONCRETE:

1. ALL POST-TENSIONED CONCRETE DESIGN & CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST ACI CODE 318, ACI 301 AND THE POST-TENSIONING INSTITUTE.

2. THE POST-TENSIONED SLAB-ON-GRADE DESIGN SHOWN IN THE DRAWINGS REFLECTS THE MINIMUM REQUIREMENTS NEEDED TO ALLOW THIS STRUCTURAL SYSTEM TO ADEQUATELY PERFORM IN CONJUNCTION WITH THE SOIL PARAMETERS PROVIDED BY THE GEOTECHNICAL ENGINEER. THE INTENT IS NOT TO ELIMINATE, BUT INSTEAD, TO LIMIT THE EXCESSIVE FOUNDATION FLEXURE SO THAT DIFFERENTIAL MOVEMENT WILL NOT CAUSE UNREASONABLE DISTRESS.

3. ONE SAMPLE OF POST-TENSIONING WIRE OR STRAND FROM EACH REEL OR HEAT SHALL BE TESTED BY AN APPROVED LABORATORY.

4. RECORDS SHALL BE KEPT FOR ALL JACKING, ANCHORING FORCES AND ELONGATIONS. CONTRACTOR SHALL PROMPTLY SUBMIT CERTIFIED RECORDS TO THE ENGINEER. NOTE: GAUGE READING AND STRAND ELONGATIONS SHALL NOT VARY MORE THAN 5% FROM COMPUTED VALUES.

5. CONSTRUCTION JOINTS ARE NOT PERMITTED UNLESS SPECIFICALLY DETAILED ON PLANS.

6. CONCRETE STRENGTHS AT TRANSFER OF POST-TENSION FORCE TO CONCRETE SHALL BE A MINIMUM OF 2,500 PSI OR 75% OF THE SPECIFIED MINIMUM STRENGTH WHICHEVER IS MAX.

7. ALL PRE-STRESSING STEEL SHALL BE 1/2" DIAMETER, 270 KSI SEVEN WIRE LOW-RELAXATION STRAND MANUFACTURED IN ACCORDANCE WITH LATEST ASTM A-416, FREE FROM CORROSION AND COATED WITH A CORROSION PROTECTIVE COATING (GREASE), AND SHALL BE SHEATHED IN A HIGH DENSITY POLYETHYLENE OR POLYPROPYLENE. MINIMUM SHEATHING THICKNESS SHALL BE 0.025 INCHES.THE SUPPLIER OF THE POST-TENSIONING MATERIAL SHALL HAVE A CURRENT APPROVAL FROM THE POST TENSIONING INSTITUTE.

8. TENDONS SHALL BE ANCHORED AT 28.9 KIPS. IF THE STRANDS ARE DAMAGED, THEY ARE TO BE REPAIRED PER PTI RECOMMENDATIONS. ANCHORAGE MUST CONFORM TO PTI SPECIFICATIONS.

9. ALL TENDONS SHALL BE STRESSED TO 80% GUTS AND ANCHORED AT 70% GUTS AS PER LATEST ACI.

10. ANCHORAGES OF UN-BONDED TENDONS SHALL DEVELOP AT LEAST 95 PERCENT OF THE MINIMUM SPECIFIED ULTIMATE STRENGTH OF THE PRE-STRESSING STEEL WITHOUT EXCEEDING ANTICIPATED SET. SPECIAL REINFORCEMENT, REQUIRED FOR THE PERFORMANCE OF THE ANCHORAGE, SHALL BE SPECIFIED BY THE TENDON SUPPLIER.

11. TENDONS SHALL BE STRESSED WITHIN 7-10 DAYS OF POUR.

12. SHRINKAGE CRACKING WILL BE REDUCED IF TENDONS ARE " PARTIALLY STRESSED" TO 30% OF FULL STRESS ON THE DAY AFTER CONCRETE PLACEMENT THIS PROCEDURE IS RECOMMENDED FOR LONG TENDONS OF 100 FEET AND UP.

13. THE POST-TENSIONED SLAB-ON-GRADE DESIGN IS BASED ON PRE-STRESSING LOSSES NOT EXCEEDING 15% PER TENDON EXCLUDING SEATING AND FRICTIONAL LOSSES.

14. ALL INSERTS SHALL BE HELD SECURELY IN PLACE PRIOR TO CASTING OF CONCRETE UNLESS OTHERWISE APPROVED BY THE ENGINEER.

15. TENDONS AND REINFORCING BARS SHALL BE TIED AT ALL INTERSECTIONS. TENDONS SHALL BE SUPPORTED ON CHAIRS AT NO MORE THAN 4 FEET OC. REBAR SHALL BE ADEQUATELY SUPPORTED. CARE SHALL BE USED DURING PLACEMENT OF CONCRETE SO THAT POSITIONING OF TENDONS AND SUPPORTS IS MAINTAINED.

16. TENDONS SHALL NOT BE PLACED WITHIN 6" OF A PARALLEL EDGE.

17. SLAB TENDONS SHOULD BE STRAIGHT AND IN THE CENTER OF SLAB U.N.O.

18. SHOP DRAWINGS FOR POST-TENSIONING SHALL INCLUDE, BUT ARE NOT LIMITED, TO THE FOLLOWING:

TENDON LAYOUT & DIMENSIONS LOCATING TENDONS IN HORIZONTAL PLAN AT ALL POINTS; HORIZONTAL CURVATURE OF TENDONS AT BLOCKOUTS, ANCHORAGES SHALL BE DETAILED. ALL OPENINGS IN SLABS AND BEAMS SHALL BE SHOWN ON SHOP DRAWINGS.

TENDON PROFILES SHOWING CHAIR HEIGHTS & LOCATIONS & ANY PLACEMENT STEEL REQUIRED. IT SHALL BE THE POST-TENSIONING STEEL PLACER'S RESPONSIBILITY TO MAINTAIN ALIGNMENT OF THE TENDONS BEFORE, DURING, AND AFTER CONCRETE PLACEMENT. SHOP DRAWINGS SHALL CLEARLY SHOW LOCATION OF EACH TENDON AND METHOD OF SUPPORTING TENDON.

DETAILS OF REINFORCEMENT AROUND STRESSING POCKETS & CLOSURES.

19. SHOP DRAWINGS SHALL INCLUDE CALCULATIONS FOR REQUIRED ELONGATION OF EACH TENDON AT EACH JACKING POINT AND CALCULATION OF FRICTION LOSSES TO DETERMINE THAT DESIGN FORCES ARE OBTAINABLE; ALSO, CALCULATIONS OR TEST RESULTS OF ADEQUACY OF ANCHORAGE MAY BE REQUIRED.

20. COMPLETE POST-TENSIONING PROCEDURE TO INCLUDE:

JACKING FORCE AND JACKING PRESSURE

MAXIMUM TEMPORARY JACKING FORCE AND JACKING PRESSURES

CERTIFIED JACK CALIBRATIONS AND METHODS OF IDENTIFICATION OF JACKS. EACH JACK AND PUMP COMBINATION TO BE USED ON THE JOB MUST BE CALIBRATED.

METHOD OF DETERMINING ANCHOR FORCE OR FORCE REMAINING IN TENDONS AFTER ANCHOR.

21. TENDON ENDS SHALL BE CUT OFF WITH A SAW OR SHEAR, NOT WITH A TORCH.

22. STRESSING POCKETS SHALL BE PATCHED WITH A STIFF, 7,000 PSI, GROUT MIX.

23. ALL POCKETS REQUIRED FOR ANCHORAGES SHALL BE ADEQUATELY REINFORCED SO AS NOT TO DECREASE THE STRENGTH OF THE STRUCTURE.

24. CONCRETE SHALL BE WELL CONSOLIDATED IN THE VICINITY OF END ANCHORAGE.

25. TWO #4 BARS (MINIMUM) SHALL BE PLACED BEHIND ALL ANCHORAGES, UNLESS OTHERWISE NOTED ON DRAWINGS. REINFORCING STEEL ADEQUATE TO CONTROL PRIMARY AND SECONDARY STRESSES UNDER OTHER BEARING PLATES SHALL BE PROVIDED TO SUIT THE SYSTEM EMPLOYED AND SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.

26. ANCHORAGES FOR POST-TENSIONING TENDONS SHALL BE DESIGNED IN ACCORDANCE WITH ACI 318 RECOMMENDATIONS.

27. DRAPE TENDONS TO A PARABOLIC PROFILE (AS SHOWN ON DRAWINGS) BETWEEN SUPPORTS & CONFORM TO CONTROL POINTS (SHOWN IN PROFILE). DIMENSIONS SHOULD LOCATE THE CENTER OF GRAVITY OF TENDON OR GROUP OF TENDONS. SUPPORT BARS & CHAIRS SHALL BE FURNISHED TO ADEQUATELY HOLD THE TENDONS IN PLACE DURING THE CONCRETE PLACEMENT.

28. PROVIDE ADEQUATE SHORING & BRACING DURING CONSTRUCTION OF CONCRETE MEMBERS WHERE UNBALANCED LOADING CONDITIONS ARE POSSIBLE. SHORE TO TWO STRESSED LEVELS, MINIMUM. SHORES SHALL NOT BE REMOVED UNTIL 75% OF CONCRETE DESIGN STRENGTH HAS BEEN ACHIEVED AND ALL POST TENSIONING WORK HAS BEEN COMPLETED AND ELONGATIONS HAVE BEEN REVIEWED BY ENGINEER.

29. AFTER TENDONS ARE STRESSED AND EXCESS CUT OFF, ANY EXPOSED HARDWARE SHALL BE SPRAYED WITH RUST-INHIBITIVE PAINT AND OPENINGS SHALL BE GROUTED FLUSH WITH SLAB EDGE.

30. TENDONS SHALL HAVE THE PRE-STRESSING STRAND PERMANENTLY PROTECTED AGAINST CORROSION BY A CHEMICALLY STABLE, PROPERLY APPLIED CONTINUOUS COATING OVER THE ENTIRE TENDON LENGTH. SHEATHING FOR UN-BONDED TENDONS SHALL HAVE SUFFICIENT TENSILE STRENGTH AND WATER RESISTANCE TO RESIST DAMAGE AND DETERIORATION AND SHALL BE CONTINUOUS OVER THE TENDON LENGTH.

31. THE MINIMUM RADIUS OF CURVATURE OF TENDONS SHALL NOT BE LESS THAN TEN TIMES THE DEPTH OF THE CONCRETE SECTION.

32. TENDONS SHALL CLEAR OPENINGS BY 4" MINIMUM.

33. PROVIDE 1 1/2" CLEARANCE TO STRANDS AT ALL PLUMBING STACKS, BLOCK-OUTS, ETC.

34. MILD REINFORCING STEEL USED FOR PLACING OF POST-TENSIONING TENDONS IS NOT SHOWN. THIS STEEL IS TO BE SHOWN ON POST-TENSIONING CONTRACTOR'S SHOP DRAWINGS.

35. AFTER RECEIVING APPROVAL FROM EOR, CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL POST-TENSIONING TENDONS WHEN USING EXPANSION BOLTS, ADHESIVE ANCHORS OR POWDER ACTUATED FASTENERS. THE CONTRACTOR SHALL LOCATE TENDONS USING NON-DESTRUCTIVE MEANS.

SPECIAL INSPECTIONS:

1. OWNER TO EMPLOY A THIRD PARTY INSPECTION AGENCY FOR INSPECTIONS PER THE PROJECT SPECIFICATIONS AND REQUIREMENTS OF THE BUILDING CODE.

2. CONTRACTOR TO SUBMIT INSPECTION AGENCY CERTIFICATIONS TO ENGINEER OF RECORD OFFICE WITHIN THREE (3) DAYS OF INSPECTIONS FOR THE FOLLOWING.

A. FILL PLACEMENT

B. FOOTING BEARING & PLACEMENT

C. SLAB AND GRADE BEAM BEARING & PLACEMENT

D. CMU WALL GROUTING (REINFORCEMENT) AND CONCRETE PLACEMENT

E. POST-INSTALLED REINFORCING AND ANCHORS INTO CONCRETE OR MASONRY

F. POST TENSION TENDON PLACEMENT

3. PRIOR TO ISSUANCE OF OCCUPANCY PERMIT, THIRD PARTY INSPECTION AGENCY SHALL SUBMIT A SUMMARY APPROVAL LETTER CERTIFYING ALL WORK DONE DURING THEIR INSPECTIONS IS IN COMPLIANCE WITH APPROVED CONTRACT DOCUMENTS AND MEETS REQUIREMENTS OF THE BUILDING CODE.

SPECIAL INSPECTIONS - SOILS AND FOUNDATIONS TABLE		
ITEM	INSPECTION FREQUENCY	SCOPE
SOILS	PERIODIC	VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY; VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL; PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS; PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY
SOILS	CONTINUOUS	VERIFY USE OF PROPER MATERIALS, DENSITIES, LIFT THICKNESSES, AND COMPACTION OF FILL;VERIFY MATERIALS AND PROCEDURES COMPLY WITH THE GEOTECHNICAL REPORT

SPECIAL INSPECTIONS - CONCRETE TABLE		
ITEM	INSPECTION FREQUENCY	SCOPE
REINFORCEMENT	PERIODIC	INSPECT REINFORCEMENT (INCLUDING PRESTRESSING TENDONS) AND PLACEMENT; VERIFY CONFORMANCE WITH CONSTRUCTION DOCUMENTS; AND THAT BARS ARE FREE FROM MATERIALS THAT COULD PREVENT BOND, ARE ADEQUATELY LAPPED, SPliced, TIED, AND SUPPORTED
ANCHOR INSTALLATION	PERIODIC	INSPECT CAST-IN-PLACE ANCHORS AND BOLTS
ANCHOR INSTALLATION	PERIODIC	INSPECT POST-INSTALLED MECHANICAL AND ADHESIVE ANCHORS NOT OTHERWISE SPECIFIED
ANCHOR INSTALLATION	CONTINUOUS	INSPECT POST-INSTALLED MECHANICAL AND ADHESIVE ANCHORS PER THE REQUIREMENTS IN THEIR RESPECTIVE ICC-ES REPORTS
MIX DESIGN	PERIODIC	VERIFY USE OF APPROVED MIX DESIGN
SAMPLING AND TESTING	CONTINUOUS	PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTING; PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE TEMPERATURE OF THE CONCRETE
CONCRETE PLACEMENT	PERIODIC	INSPECT FORMWORK FOR SHAPE, LOCATION, AND DIMENSIONS OF CONCRETE MEMBER BEING FORMED
CONCRETE PLACEMENT	CONTINUOUS	CONCRETE PLACEMENT

TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301

JFTE

James F. Turner
Engineers, L.P.
Consulting Engineers
8349 Meadow Rd., Suite 160
Dallas, Texas 75231
TEL.: 214-750-2900 JOB # **94054**
TX REGISTRATION # 10262

DRAWN/DESIGN

GC/APPD

4	03/22/2024	ISSUE FOR BID
3	03/15/2024	ISSUE FOR REVIEW
2	02/02/2024	90% CD SUBMITTAL
1	12/22/2023	60% CD SUBMITTAL
NO.	DATE	ISSUE
NO.	DATE	REVISION

Westwood

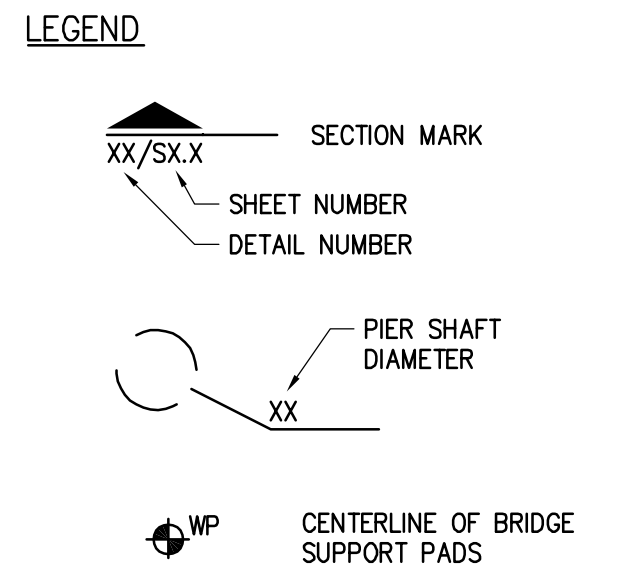
STRUCTURAL GENERAL NOTES

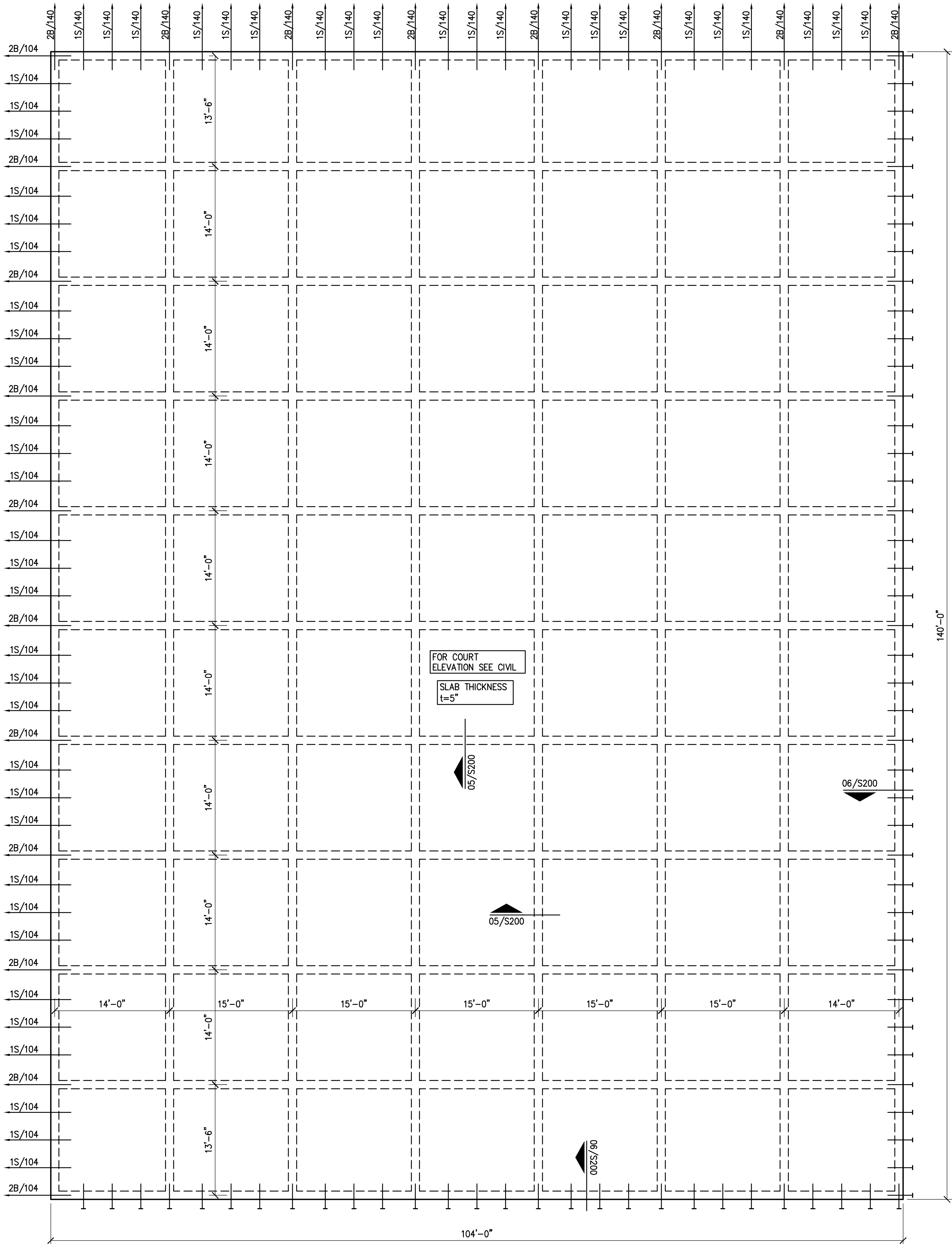
AUBREY LESLIE PARK
PARK RENOVATIONS
CITY OF AUBREY, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
JT	HL	MAR. 2024	AS SHOWN			S001

AUBREY LESLIE PARK

Page 653 of 729





FOUNDATION PLAN NOTES

- ELEVATIONS SHOWN ARE RELATIVE TO DATUM ELEVATION 100'-0". REF CIVIL FOR ACTUAL DATUM ELEVATION.
- FLOOR SLAB IS NOT DESIGNED TO SUPPORT HEAVY CONSTRUCTION EQUIPMENT EXCEEDING GROSS WEIGHT OF 2 TONS.
- PLANS ARE FOR STRAND AND BEAM PLACEMENT ONLY. SET FORMS AND LOCATE DROPS IN SLAB PER ARCHITECTURAL PLANS.
- CONTRACTOR TO VERIFY ALL DROPS IN SLAB PRIOR TO POURING CONCRETE. ANY DROPS THAT EXCEED 12" DEEP THAT WERE NOT ON THE ORIGINAL PLAN, EOR MUST BE NOTIFIED AND PLAN MUST BE REVISED.
- IN POST TENSIONED SLAB THERE SHALL BE MIN. 2 STRAND IN ALL BEAM EQUAL OR GREATER THAN 15'-0".
- STRAND LENGTHS ARE INDICATED FOR ESTIMATION PURPOSES ONLY. CONTRACTORS SHALL VERIFY THE LENGTH PRIOR TO INSTALLATION.
- STRESSING END AND DEAD END OF CABLE CAN BE REVERSED AT CONTRACTOR'S DISCRETION.
- PROVIDE 15 MIL POLY VAPOR BARRIER WITH LAP JOINT BETWEEN SLAB & SUBGRADE
- INSTALL REBAR AT ALL RE-ENTRANT CORNERS PER 03/S200 AND 09/S200.
- IN POST TENSIONED SLAB, THERE IS A POTENTIAL THAT SLAB WILL SHRINK 1/4" FROM EACH SIDE. WE RECOMMEND TO USE OVERSIZED HOLE IN THE BASE PLATE FOR ANCHOR BOLT.
- FOR BASKETBALL FOUNDATION LOCATIONS SEE CIVIL. FOR DETAILS, SEE 12/S200.
- PICKLEBALL NET FOUNDATIONS SHALL BE 12" DIAMETER, 3' DEEP, CONCRETE CAST INTEGRAL WITH COURT. REINFORCE W/ (4) #5 VERTICAL. INSTALL SLEEVE PER NET SUPPLIER.

LEGEND

- SECTION MARK
XX/SX.X
SHEET NUMBER
DETAIL NUMBER
- LIVE END
DEAD END
- #B/## = NO. OF BEAM TENDON/LENGTH
#S/## = NO. SLAB TENDON/LENGTH
- INDICATES "BEAM STRAND" TO BE DRAPPED IN BEAM, REF 06/S202
INDICATES "SLAB STRAND" TO BE CENTERED IN SLAB.

FOOTING SCHEDULE

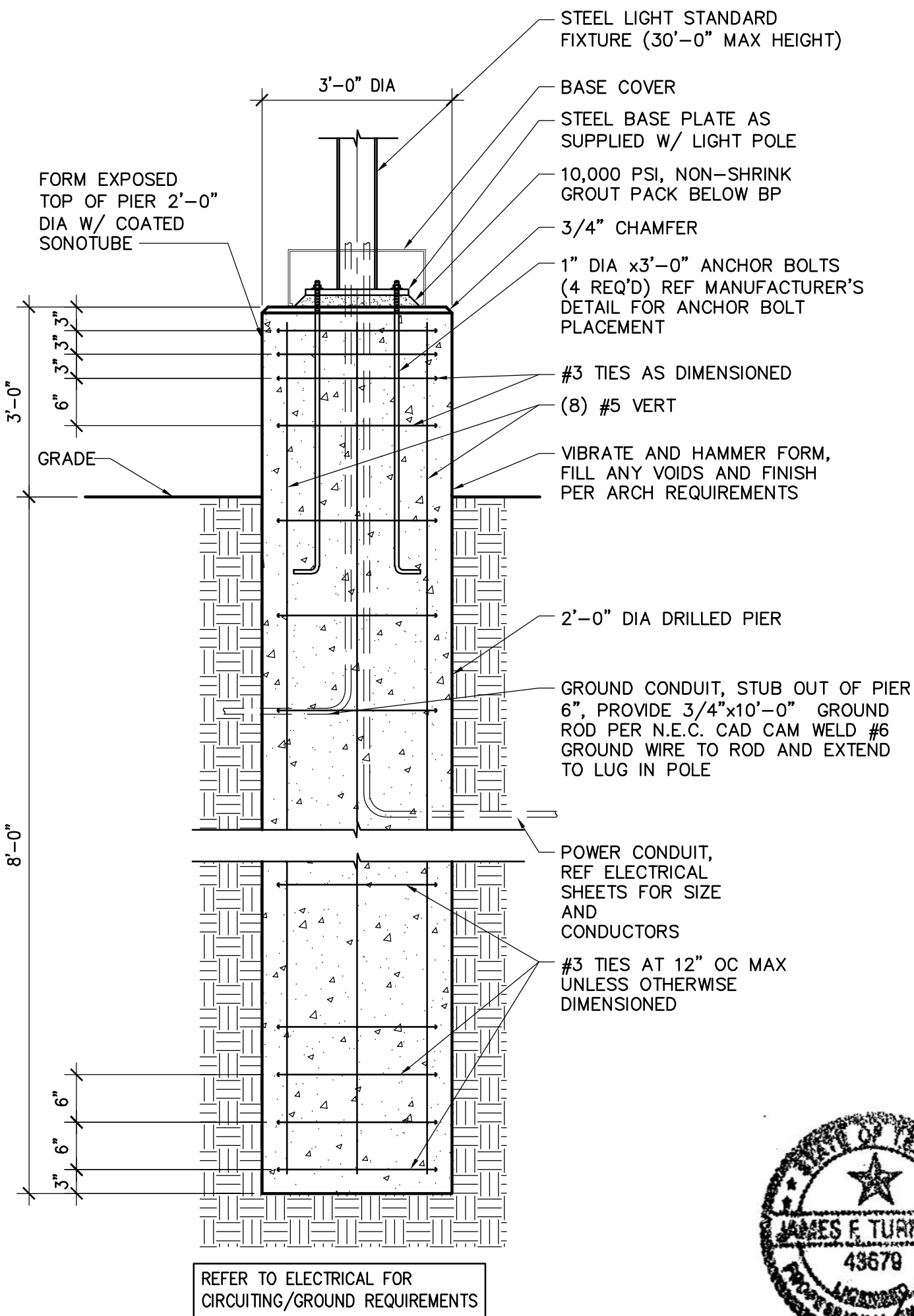
FOOTING MARK	SIZE D _x W _x T	REINFORCING (BOTTOM ONLY)	NOTES
F3.5	3'-6"x3'-6"x1'-6"	(6) #5 EW T&B	1

FOOTING NOTES

- SEE 12/S200

CONCRETE BEAM SCHEDULE

BEAM	WIDTH (W) (U.N.O.)	DEPTH (D)
EXTERIOR BEAM	12"	36"
INTERIOR BEAM	12"	30"



James F. Turner
Engineers, L.P.
Consulting Engineers
8340 Meadow Rd., Suite 160
Dallas, Texas 75231
TEL: 214-750-2900 FAX: 214-750-2901
TX REGISTRATION # 10052

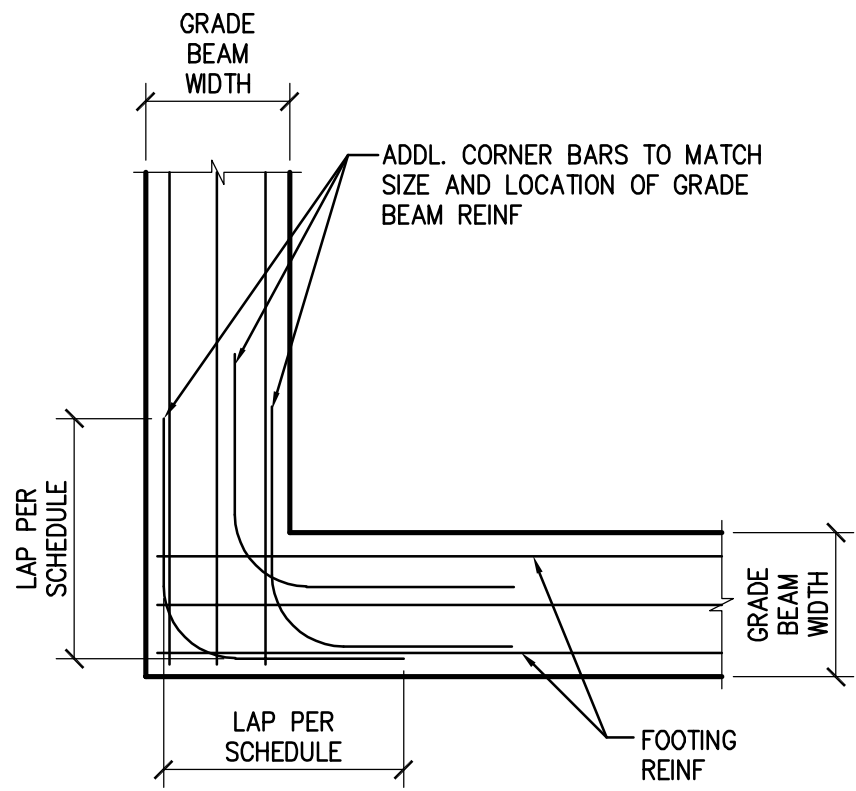
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3	03/15/2024	ISSUE FOR REVIEW	
2	02/02/2024	90% CD SUBMITTAL	
1	12/22/2023	60% CD SUBMITTAL	
NO.	DATE	ISSUE	
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Westwood						
FOUNDATION PLAN						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
JT	HL	MAR. 2024	AS SHOWN			S101

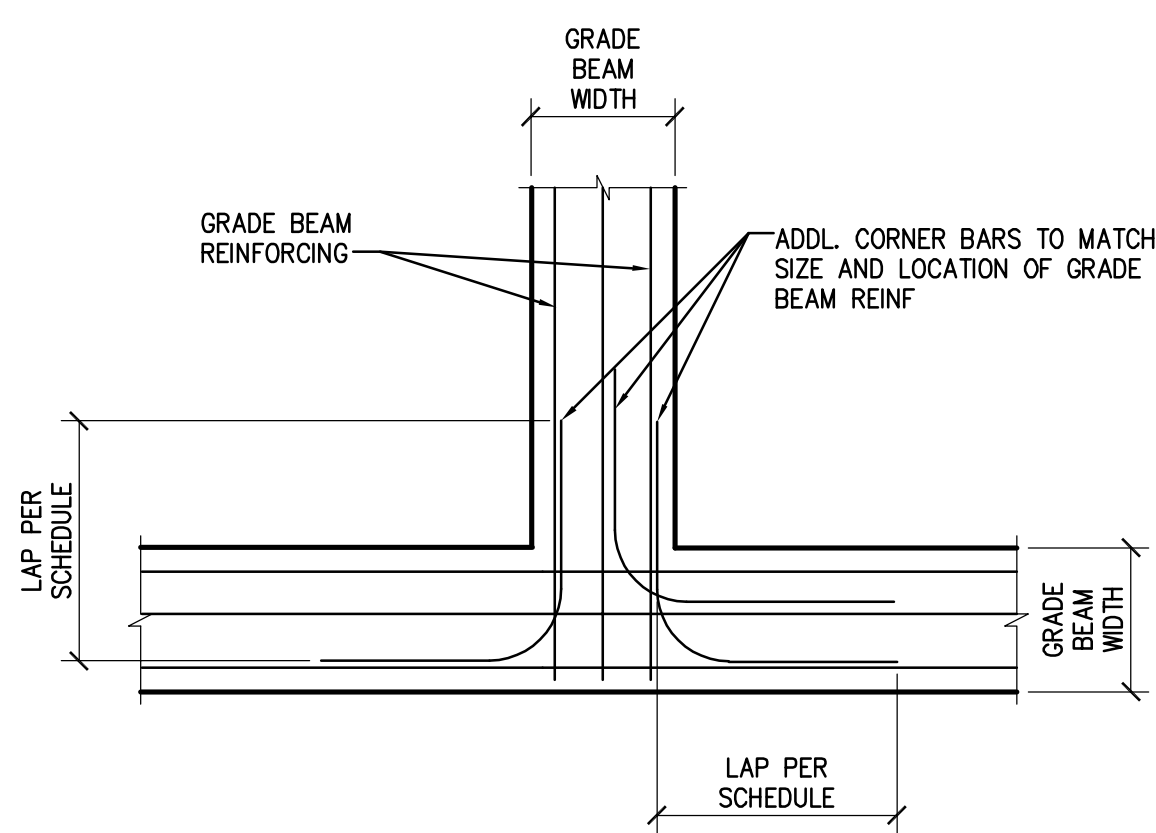
1 SLAB FOUNDATION PLAN
1/8" = 1'-0"

2 LIGHT POLE FOUNDATION
3/4" = 1'-0"

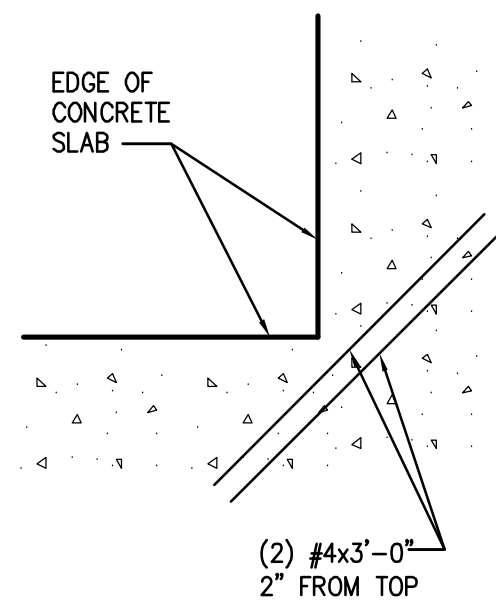
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TX REG. SURVEYING FIRM LS-10074301



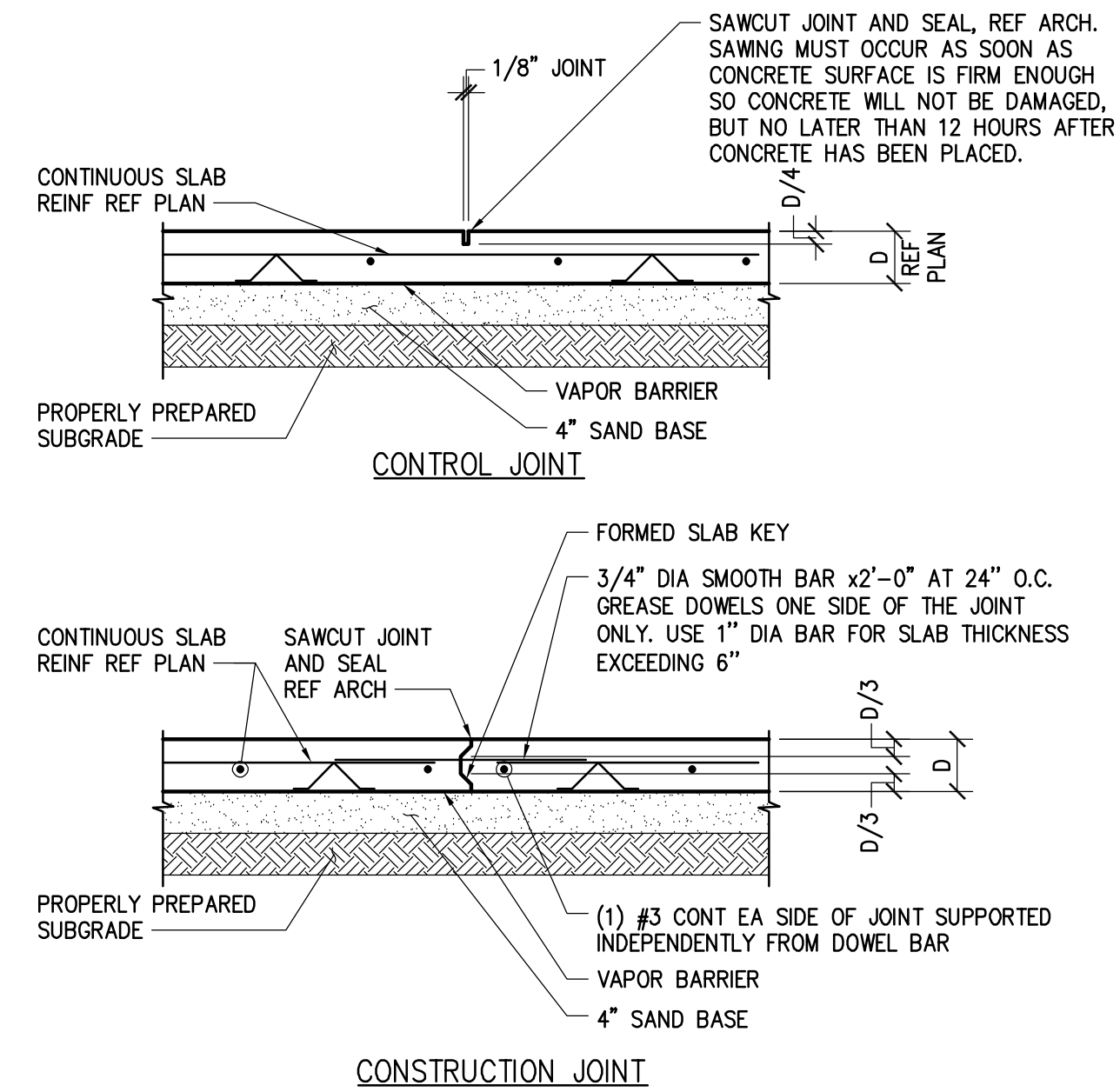
1 TYPICAL ADDL. BAR AT BEAM CORNER
3/4" = 1'-0"



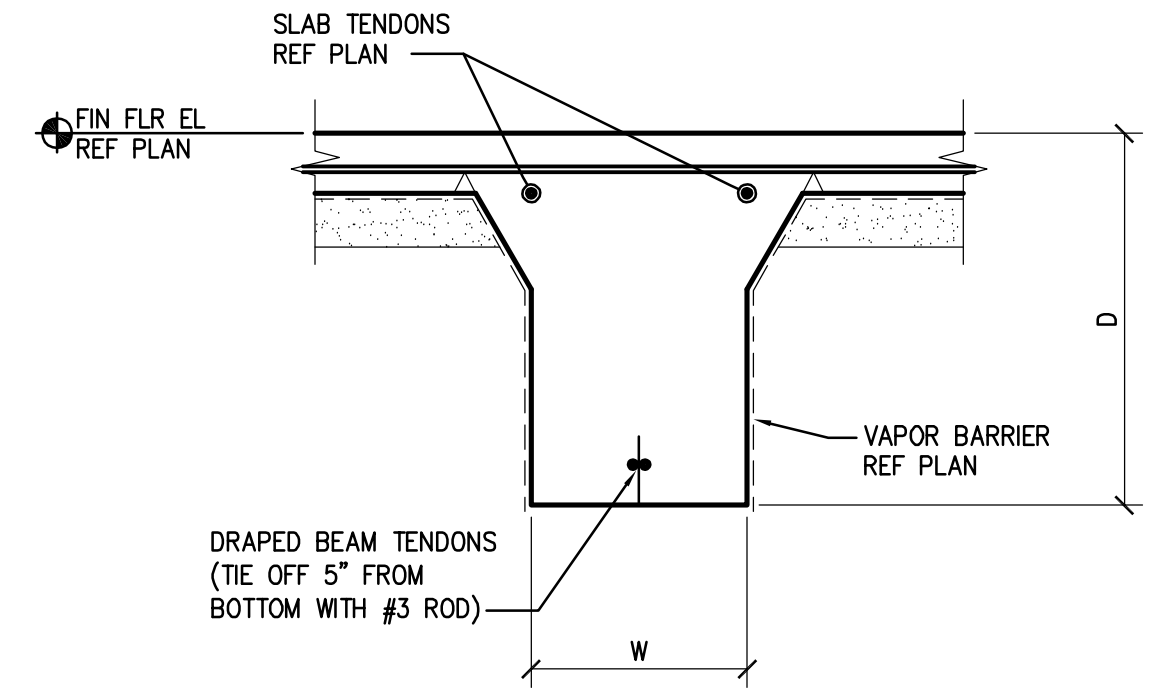
2 TYPICAL ADDL. BAR AT GRADE BEAM INTERSECTION
3/4" = 1'-0"



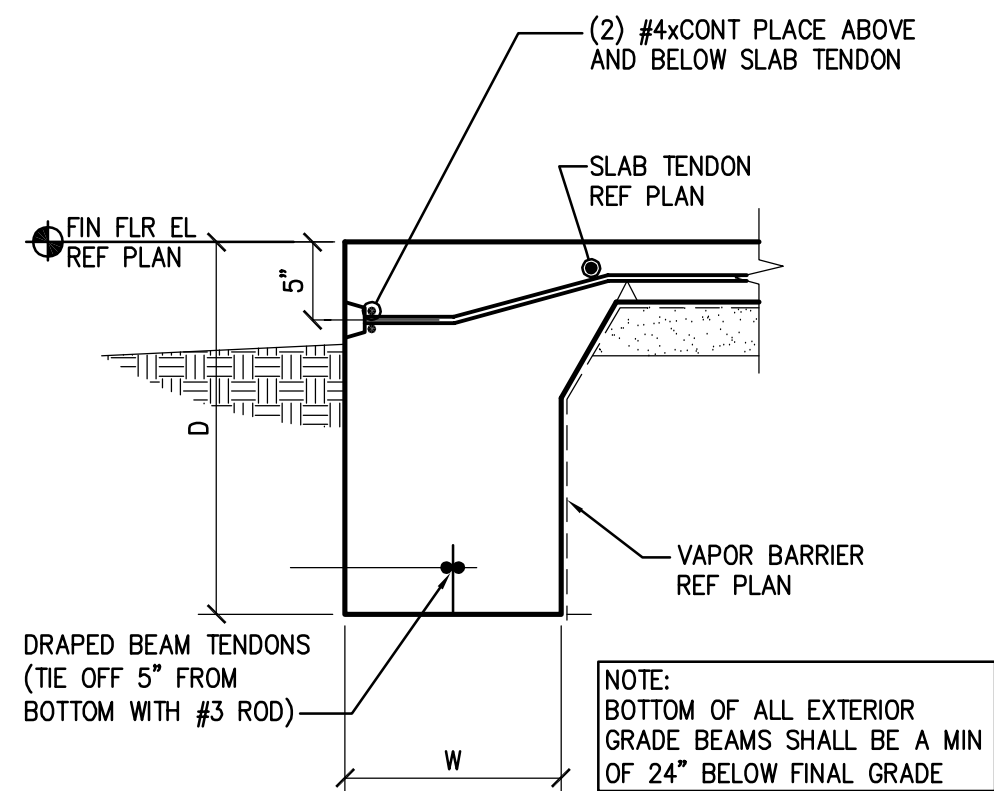
3 TYPICAL RE-ENTRANT SLAB DETAIL
3/4" = 1'-0"



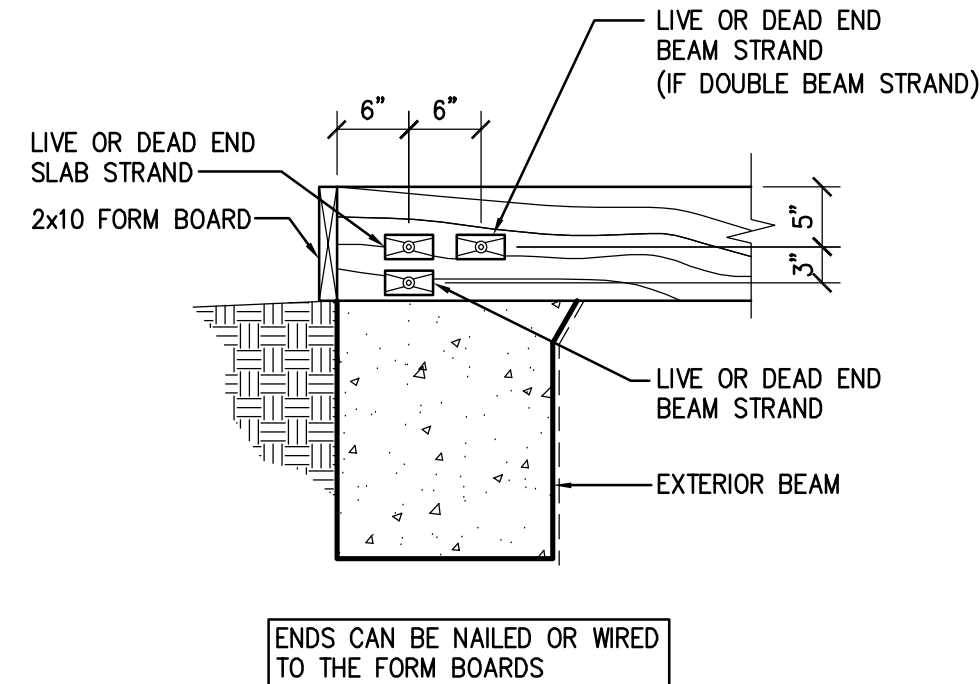
4 TYPICAL JOINT DETAIL
3/4" = 1'-0"



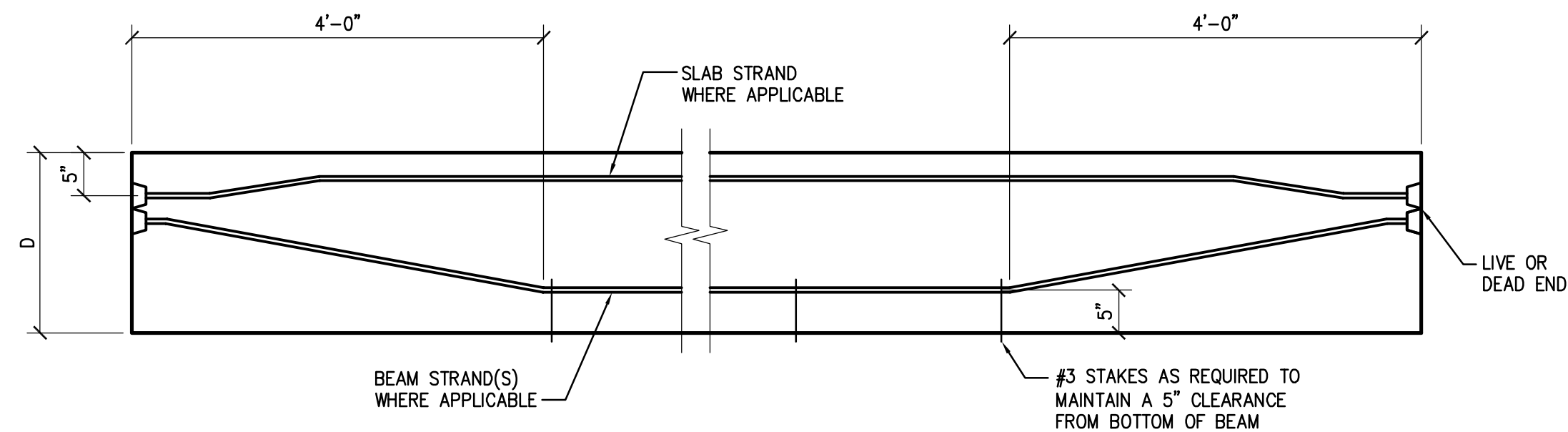
5 TYPICAL INTERIOR PT GRADE BEAM
3/4" = 1'-0"



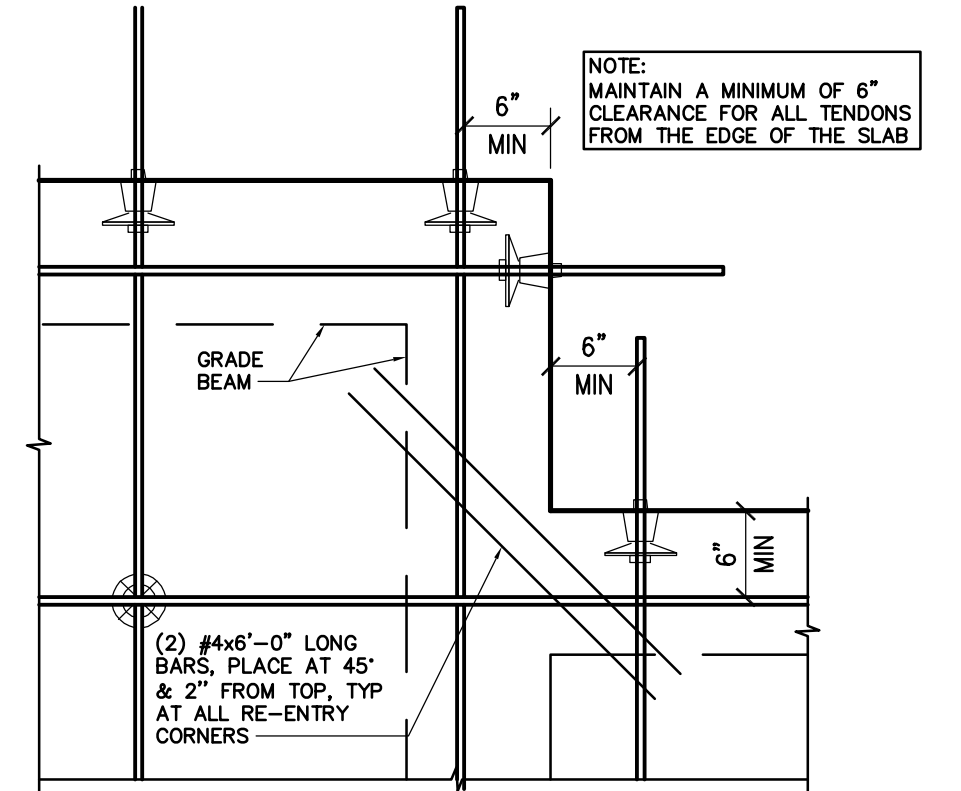
6 TYPICAL EXTERIOR PT GRADE BEAM
3/4" = 1'-0"



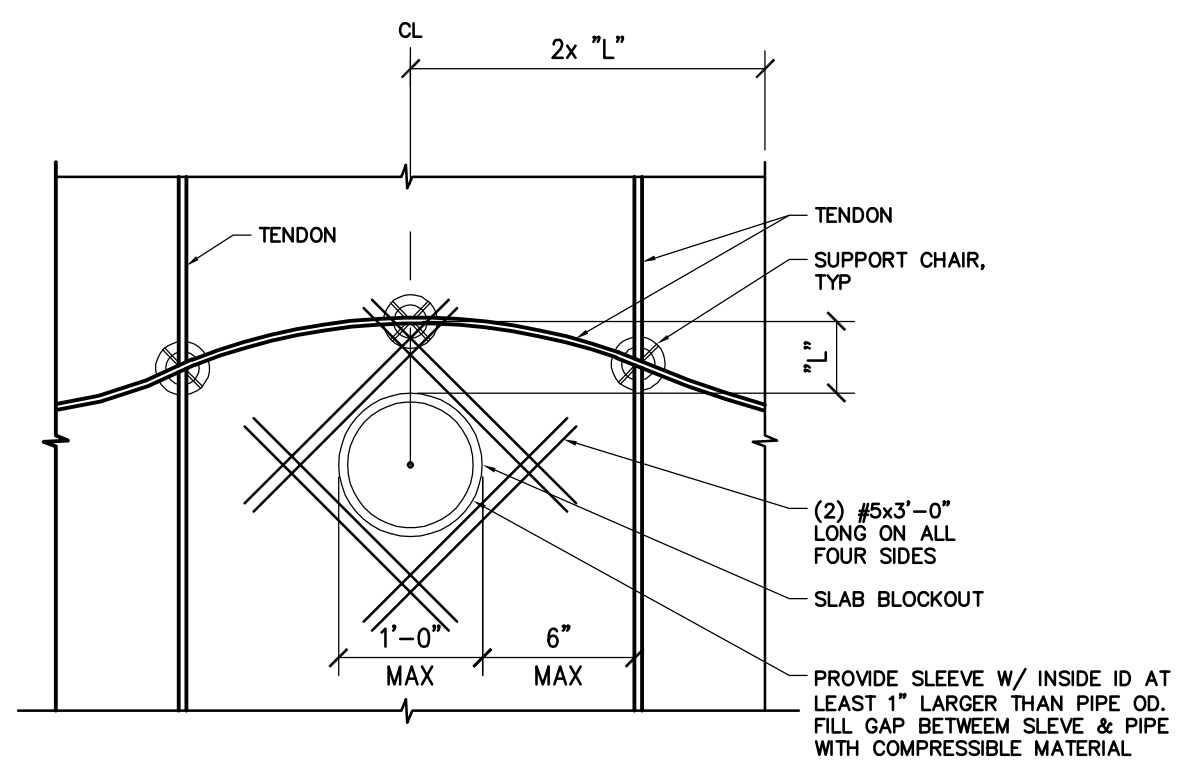
7 TYPICAL STRAND END LAY-OUT
3/4" = 1'-0"



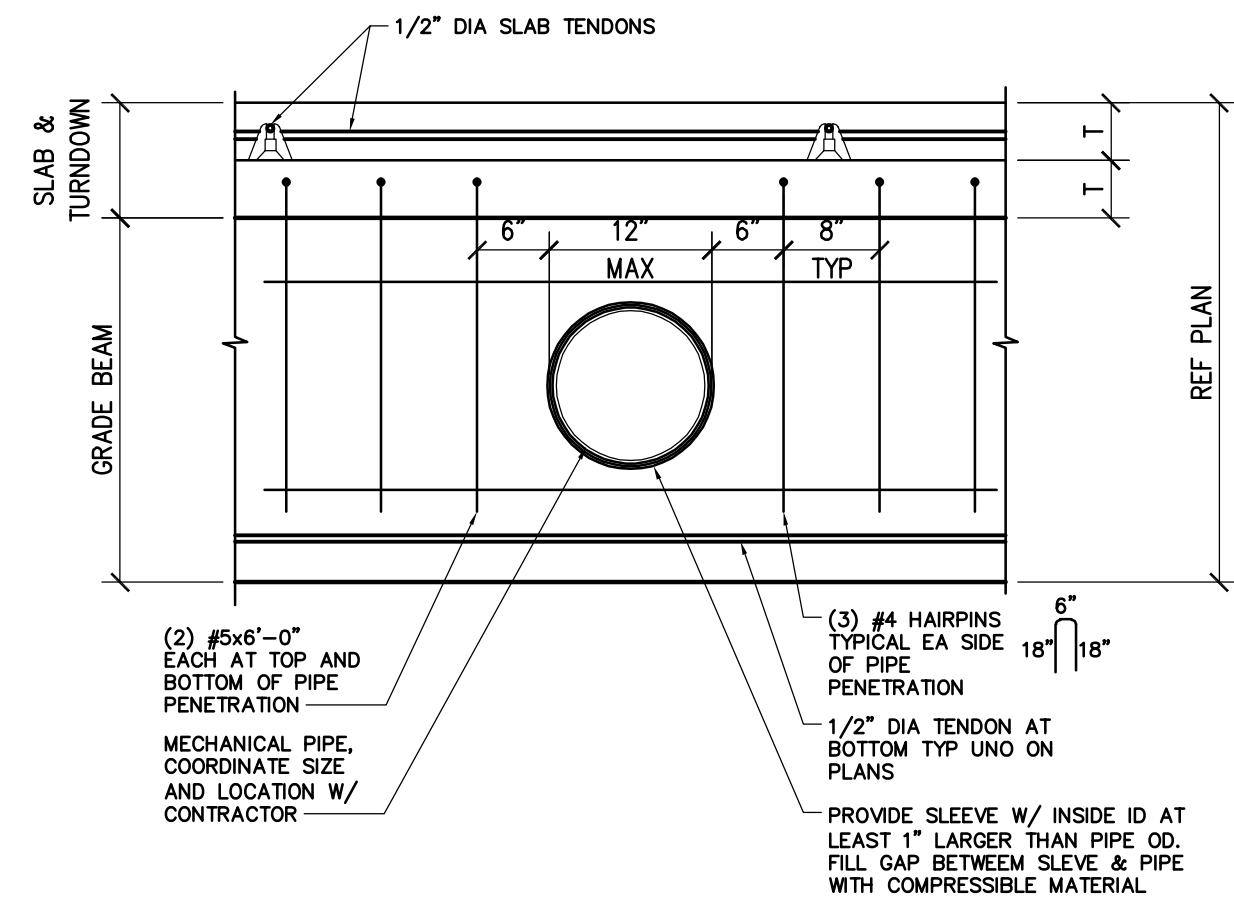
8 TYPICAL STRAND PROFILE IN BEAM
3/4" = 1'-0"



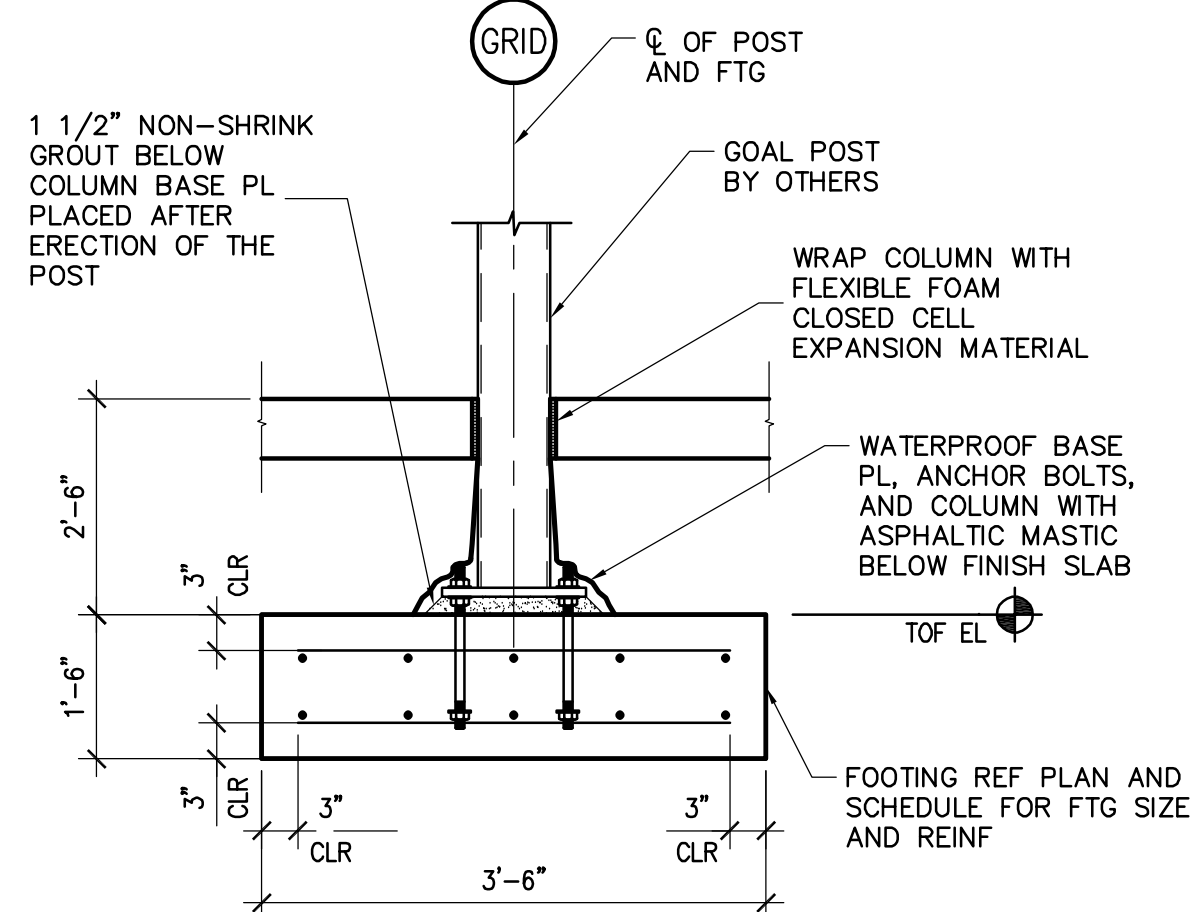
9 TYPICAL RE-ENTRANT CORNER AT PT SLAB
3/4" = 1'-0"



10 VERTICAL PENETRATION IN PT/RC SLAB - PLAN VIEW
3/4" = 1'-0"



11 TYPICAL HORIZ BLOCKOUT IN PT/RC BEAM DETAIL FOR PIPE LARGER THAN 3"
3/4" = 1'-0"



12 TYPICAL SECTION GOAL POST FOOTING
3/4" = 1'-0"

James F. Turner
Engineers, L.P.
Consulting Engineers
8340 Meadow Rd., Suite 160
Dallas, Texas 75231
TEL: 214-750-2900
TX REGISTRATION # 10829

DRAWN/DESIGN		JC/APPD	
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Westwood

FOUNDATION DETAILS						
AUBREY LESLIE PARK						
PARK RENOVATIONS						
CITY OF AUBREY, DENTON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
JT	HL	MAR. 2024	AS SHOWN			S200

TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Consideration and action on a Resolution nominating a candidate for the DENCO Area 9-1-1 District Board of Managers.

Staff Contact

Charles Kreidler, City Manager
kreidler@aubreytx.gov
940-440-9343

Summary

This resolution is for the nomination of a candidate. In June, you will have the opportunity to vote for one of the nominees. Mr. Jim Carter, whom the council nominated in 2020, has expressed his desire to serve another term.

Financial Summary

N/A

Staff Recommended Motion

Approve

Conditions

N/A



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Gregory S. Ballentine, Executive Director

DATE: April 1, 2024

RE: Nomination for the Denco Area 9-1-1 District Board of Managers

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district.” The enclosed resolution describes the appointment process of a municipal representative.

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Jim Carter. Members are eligible for consecutive terms and Mr. Carter has expressed his desire to serve another term.

Denco requests the following actions by the governing bodies of each of the 32 municipalities in the district:

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. Nominees are historically current or former elected officials in the district; however, there are no official prerequisites. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. May 31, 2024.** No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 3, 2024, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. **Written notice of the council’s selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on July 31, 2024.** No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
3. **Process Closure (Results):** The candidate with the most votes will be the municipalities’ representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2024.

Please send a copy of your council’s official action and candidate résumé to the Denco Area 9-1-1 District, **1075 Princeton Street, Lewisville, TX 75067** or to Melinda Camp at melinda.camp@denco.org. Denco staff will acknowledge receipt and sufficiency of the submitted documents. **If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Camp at 972-221-0911.** As a courtesy, Denco will provide notification of your council’s action to the nominee.

Thank you for your support of the Denco Area 9-1-1 District.

Enclosure

DENCO AREA 9-1-1 DISTRICT

RESOLUTION

**DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING
MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS**

WHEREAS, this resolution shall take the place of Resolution 1999.02.04.R01 by the same title; and

WHEREAS, Chapter 772, Texas Health and Safety Code provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district."; and

WHEREAS, each member serves a term of two years beginning on October 1st of the year member is appointed; and

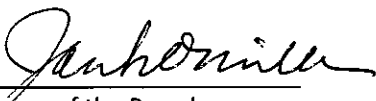
WHEREAS, one member representing participating municipalities is appointed each year.

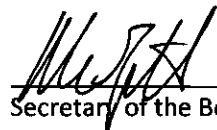
NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:

The procedure for participating municipalities to appoint a representative to the Denco Area 9-1-1 District Board of Managers shall be the following:

1. **Nominate Candidate:** Prior to April 1st of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until May 31st of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on May 31st of that year. No nominations shall be considered after that time.
2. **Vote for Candidate:** On June 1st of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1st. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on July 31st. No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1st.
4. **Tie Breaker:** If there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

APPROVED and ADOPTED on this 30th day of January 2020.


Chairman of the Board


Secretary of the Board

CITY OF AUBREY, TEXAS

RESOLUTION NO 956-24

A RESOLUTION NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE OF AUBREY, TEXAS:

Section 1

The City of Aubrey hereby nominates _____ as a candidate for appointment to the Board of Managers of the Denco Area 9-1-1 District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Aubrey this 25th day of April, 2024.

APPROVED:

ATTEST:

Chris Rich, Mayor

Jenny Hicks, City Secretary



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Consideration and action on an Ordinance amending Ordinance No. 801-23 adopting the Fiscal Year 2023-2024 Budget to balance revenue surplus, expense surplus and shortfall; and providing an effective date.

Staff Contact

Mike English, Finance Director
menglish@aubreytx.gov
940-440-9343

Summary

This budget amendment improves the budget surplus in the General Fund and the Water/Sewer/Garbage Fund (i.e., Enterprise Fund). Revenue is up significantly in the General Fund due to increased revenue from property, sales and franchise taxes compared to original conservative estimates used in the budget approved in September 2023. Additionally, revenue from EMS billings and fire and police services is higher due primarily to increased population growth and the related growth in transaction volume. Interest income is up as interest rates have increased slightly compared to a conservative budget assumption that interest rates would fall. Finally, the police department received grant proceeds for the purchase of protective shields (\$65,000) and the fire department received a sizable donation (\$250,000), neither of which were included in the original budget. Overall, the revenue budget amendment increases General Fund revenue by \$2.2m. Although total General Fund expenses are down slightly (\$4,000), the adjustments in this amendment update the line item spending within the department budgets, resulting in offsetting budget adjustments within the department detail line items. These detail offsetting line item amendments are reflected in Exhibit A to the budget amendment ordinance.

The amended Enterprise Fund revenue budget is up \$0.8m and expense is up \$0.7m. The Water and Sewer revenues and expenses remain relatively unchanged from the original budget (net positive surplus of \$95,000 from budget amendments). This budget amendment does significantly adjust the revenue and expense in the Garbage Department in equal parts - the garbage revenue budget is increased by \$0.8m and expense \$0.8m. This change, although not impacting the surplus/deficit in the garbage budget, updates the garbage department budget for increased current activity in the department.

This budget amendment also proposes changes to the Grant Fund budget reflecting the proceeds and use of ARPA funds relating to the purchase and installation of backup generators in the utility system infrastructure. The amended budget increases both revenue and expense in the grant fund by \$1.0 million to reflect the impact of the generator project. Similarly, the Capital Projects Fund revenue and expense budget amendment increases both revenue and expense by \$6.8m reflecting the addition of fire station #2 bond proceeds and expenses related to that project totaling approximately \$5.9m and proceeds and expense related to the City Council Chamber upgrade project of approximately \$0.7m. The remainder of the revenue increase of approximately \$0.2m is from higher interest income and is offset by slight increases in other capital projects expenses. Overall, the budget amendment increases the surplus in these other funds by approximately \$0.1m.

Finally, this budget amendment addresses changes to the MDD budget. Specifically, it proposes a revenue increase of \$1.056m and an expense increase of \$0.8m, resulting in an increase in the MDD budget surplus of

approximately \$0.225m. The revenue increase results from higher sales taxes (\$140,000), higher interest income (\$85,000) and proceeds to fund the purchase of property (\$830,000). Except for adding \$830,000 to expenses related to the property purchase, all other expenses remain unchanged from the original budget.

Financial Summary

This budget amendment results in improved surpluses in all impacted funds. The General fund surplus increases \$2.2m and the Enterprise fund surplus increases \$0.1m. The MDD surplus increases by \$0.225m.

Staff Recommended Motion

Approve

Conditions

N/A

Fiscal Year 2023-2024 Budget Amendment



Fiscal Year 2024 Budget Amendment

	Current Budget	Amended Budget	Change
General Fund			
Revenue	16,423,192	18,692,311	2,269,119
Expense	16,088,630	16,084,408	4,222
Net Surplus	334,562	2,607,903	2,273,341
W/S/Garbage Fund			
Revenue	5,407,446	6,219,231	811,785
Expense	5,025,454	5,741,727	(716,273)
Net Surplus	381,992	477,504	95,512
All Other Funds Except MDD			
Revenue	19,479,598	27,281,829	7,802,231
Expense	19,549,598	27,281,829	(7,732,231)
Net Deficit	(70,000)	-	70,000
MDD Fund			
Revenue	860,010	1,915,000	1,054,990
Expense	582,610	1,412,560	(829,950)
Net Surplus	277,400	502,440	225,040

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 839-24**

**AN ORDINANCE OF THE CITY OF AUBREY, TEXAS AMENDING
ORDINANCE NO. 801-23, ADOPTING THE 2023- 2024 FISCAL
YEAR BUDGET TO BALANCE REVENUE SURPLUS, EXPENSE
SURPLUS AND SHORTFALL; PROVIDING FOR THE
INCORPORATION OF PREMISES; PROVIDING FOR THE
AMENDMENT OF THE 2023-2024 FISCAL YEAR BUDGET IN
ACCORDANCE WITH EXHIBIT “A” HERETO; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the City of Aubrey, Texas, (“City”), is a home rule municipality created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council adopted Ordinance No. 801-23 adopting the 2023-2024 Fiscal Year Budget of the City of Aubrey, Texas (the “2023-2024 Budget”) and the City has been making expenditures and operating under the 2023-2024 Budget as required by law; and

WHEREAS, City Staff has submitted an amendment to the 2023-2024 Budget set forth in Exhibit “A” “FY 2024 Budget Amendment”, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the City Council has reviewed the proposed FY 2024 Budget Amendment and has determined that the proposed amendment is necessary and appropriate in order to accurately reflect revenue surplus, expense surplus, shortfalls and expenditures and should therefore be adopted;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF AUBREY, TEXAS:**

SECTION 1. That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the 2023-2024 Budget adopted by Ordinance No. 801-23 is hereby amended as set forth more specifically in **Exhibit “A”** hereto, and all line items, expenditures and revenues not expressly amended as set forth in Exhibit “A” shall remain in full force and effect without amendment.

SECTION 3. That this Ordinance shall become effective on and after its passage and adoption in accordance with state law and Charter.

PASSED AND ADOPTED this 25th day of April, 2024.

**CHRIS RICH
MAYOR**

ATTEST:

**JENNY HICKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

Exhibit "A"
FY 2024 Budget Amendment

City of Aubrey
Budget Amendment
Fiscal Year Ending September 30, 2024
As of April 25, 2024

General Fund Departments

Account Number	Department	Description	Current Budget	Change	Amended Budget
101-4000-02-4100	General Fund Revenue	Property Taxes	(2,090,000)	(290,000)	(2,380,000)
101-4000-02-4130	General Fund Revenue	Sales Taxes	(2,000,000)	(300,000)	(2,300,000)
101-4000-02-4141	General Fund Revenue	Franchise Tax - Gas	(15,000)	3,000	(12,000)
101-4000-02-4142	General Fund Revenue	Franchise Tax - Telephone	(6,000)	2,000	(4,000)
101-4000-02-4143	General Fund Revenue	Franchise Tax - Cable TV	(6,000)	(6,000)	(12,000)
101-4000-02-4144	General Fund Revenue	Franchise Tax - Water	(300,000)	(400,000)	(700,000)
101-4000-02-4146	General Fund Revenue	Franchise Tax - Garbage	(220,000)	(60,000)	(280,000)
101-4000-03-4391	General Fund Revenue	Grants - Police	-	(65,843)	(65,843)
101-4000-03-4393	General Fund Revenue	Grants - Fire	(2,500)	2,500	-
101-4000-04-4392	General Fund Revenue	Donations - Fire	-	(250,357)	(250,357)
101-4000-06-4104	General Fund Revenue	Aspen Meadows Police	(90,000)	(7,000)	(97,000)
101-4000-06-4402	General Fund Revenue	Silverado Police	(712,500)	(112,500)	(825,000)
101-4000-06-4403	General Fund Revenue	Sandbrock Police	(345,750)	(4,250)	(350,000)
101-4000-06-4404	General Fund Revenue	DISD SRO	-	(108,000)	(108,000)
101-4000-06-4483	General Fund Revenue	Krugerville Library ILA	(10,000)	5,000	(5,000)
101-4000-06-4486	General Fund Revenue	Silverado Library ILA	(7,000)	(4,240)	(11,240)
101-4000-06-4501	General Fund Revenue	Community Building Rent	(13,000)	11,000	(2,000)
101-4000-06-4732	General Fund Revenue	Denton County Medic	(364,585)	(21,297)	(385,882)
101-4000-06-4735	General Fund Revenue	Denton County Fire Runs	(900,000)	100,000	(800,000)
101-4000-06-4742	General Fund Revenue	Silverado Fire	(855,000)	(45,000)	(900,000)
101-4000-06-4744	General Fund Revenue	Sandbrock Fire	(221,000)	(29,000)	(250,000)
101-4000-06-4745	General Fund Revenue	Aspen Meadows Fire	(108,000)	(2,000)	(110,000)
101-4000-06-4746	General Fund Revenue	Oak Point EMS ILA	(24,619)	(25,850)	(50,469)
101-4000-06-4749	General Fund Revenue	Insurance Billings EMS	(750,000)	(450,000)	(1,200,000)
101-4000-07-4250	General Fund Revenue	Contractor Registration	(7,500)	3,500	(4,000)
101-4000-07-4260	General Fund Revenue	Other Permit Fees	(2,000)	(1,000)	(3,000)
101-4000-07-4320	General Fund Revenue	Sign Permits	(1,000)	(200)	(1,200)
101-4000-07-4660	General Fund Revenue	Solicitation Permits	-	(360)	(360)
101-4000-07-4350	General Fund Revenue	Alcohol Permits	-	(120)	(120)
101-4000-09-4500	General Fund Revenue	Interest Income	(250,000)	(150,000)	(400,000)
101-4000-09-4540	General Fund Revenue	Other Income	-	(426)	(426)
101-4000-09-4550	General Fund Revenue	Gain on Sale of Assets	-	(18,605)	(18,605)
101-4000-09-4800	General Fund Revenue	Insurance Proceeds	(20,000)	(43,071)	(63,071)
101-4000-06-4370	General Fund Revenue	DC FWSD Total Revenue	(2,179,000)	(1,000)	(2,180,000)
101-5101-01-5101	Administration	Salaries	704,000	(29,000)	675,000
101-5101-01-5105	Administration	Overtime	2,000	500	2,500
101-5101-01-5106	Administration	Longevity	2,000	(50)	1,950
101-5101-01-5107	Administration	Retirement-TMRS	44,395	(1,895)	42,500
101-5101-01-5108	Administration	Payroll Tax Expense	9,904	(304)	9,600
101-5101-01-5109	Administration	Group Health Insurance	73,164	(8,164)	65,000
101-5101-01-5110	Administration	Workers Comp TML	1,400	100	1,500
101-5101-03-5090	Administration	Postage	5,000	(3,000)	2,000
101-5101-04-5120	Administration	Building Maintenance	50,000	(8,456)	41,544
101-5101-06-5060	Administration	Election Services	15,000	(14,868)	132
101-5101-06-5240	Administration	Drug Testing/Background	2,500	(1,000)	1,500
101-5101-07-5320	Administration	Appraisal District Fees	20,000	11,165	31,165
101-5101-07-5540	Administration	Bond Insurance	2,000	(593)	1,407
101-5101-07-5665	Administration	Technology	65,000	50,000	115,000
101-5101-07-5666	Administration	Bank Fees	-	5,565	5,565
101-5101-09-5130	Administration	Community Development	30,000	(5,000)	25,000
101-5101-09-5130	Administration	Meetings	-	5,000	5,000
101-5102-01-5101	Police Department	Salaries	1,792,391	(207,095)	1,585,296
101-5102-01-5105	Police Department	Overtime	49,335	792	50,127

City of Aubrey
Budget Amendment
Fiscal Year Ending September 30, 2024
As of April 25, 2024

General Fund Departments

Account Number	Department	Description	Current Budget	Change	Amended Budget
101-5102-01-5106	Police Department	Longevity	1,950	(575)	1,375
101-5102-01-5107	Police Department	Retirement-TMRS	119,839	(19,859)	99,980
101-5102-01-5108	Police Department	Payroll Tax Expense	26,733	1,864	28,597
101-5102-01-5109	Police Department	Group Health Insurance	219,492	(25,925)	193,567
101-5102-01-5110	Police Department	Workers Comp TML	52,500	7,545	60,045
101-5102-01-5621	Police Department	Travel/Training	32,786	(6,181)	26,605
101-5102-03-5082	Police Department	Ballistic Vests	8,216	5,908	14,124
101-5102-04-5122	Police Department	Vehicle Maintenance	36,299	18,887	55,186
101-5102-08-5625	Police Department	Ammo/Firearms/Safety Eq	18,300	43,849	62,149
101-5102-09-5685	Police Department	Capital Equipment	-	65,843	65,843
101-4000-03-4391	Police Department	Grants-Police	-	(65,843)	(65,843)
101-5114-01-5101	Police Department	Salaries	693,243	98,902	792,145
101-5114-01-5105	Police Department	Overtime	35,115	(15,108)	20,007
101-5114-01-5107	Police Department	Retirement-TMRS	46,138	33,435	79,573
101-5114-01-5108	Police Department	Payroll Tax Expense	20,292	(3,531)	16,761
101-5114-01-5110	Police Department	Workers Comp TML	22,500	(13,394)	9,106
101-5114-03-5080	Police Department	Gas & Oil	68,000	(4,672)	63,328
101-5114-07-5190	Police Department	Insurance - TML	10,585	10,789	21,374
101-5114-07-5660	Police Department	Administrative Fee	50,000	(20,000)	30,000
101-5103-01-5105	Fire Department	Overtime	510,500	(20,125)	490,375
101-5103-01-5106	Fire Department	Longevity	7,725	125	7,850
101-5103-01-5621	Fire Department	Travel/Training	73,100	(9,000)	64,100
101-5103-03-5150	Fire Department	Postage	-	300	300
101-5103-06-5150	Fire Department	Office Supplies	6,000	8,700	14,700
101-5103-04-5120	Fire Department	Building Maintenance	50,000	21,000	71,000
101-5103-05-5621	Fire Department	Garbage - NAVO	1,000	(1,000)	-
101-5103-06-5240	Fire Department	Drug Testing/Background	5,250	(3,150)	2,100
101-5103-06-5620	Fire Department	Legal and Professional	50,000	3,000	53,000
101-5103-06-5658	Fire Department	Fire Extinguishers	450	150	600
101-5105-03-5080	Streets Department	Gas & Oil	7,000	1,251	8,251
101-5105-03-5081	Streets Department	Uniforms	650	1,350	2,000
101-5105-03-5607	Streets Department	Rock, Sand and Gravel	6,000	2,800	8,800
101-5105-03-5608	Streets Department	Chemicals Purchased	5,000	(1,000)	4,000
101-5105-03-5630	Streets Department	Tools	1,000	3,000	4,000
101-5105-04-5121	Streets Department	Equipment Maintenance	5,000	5,000	10,000
101-5105-04-5609	Streets Department	Street Signs	6,000	39,000	45,000
101-5105-04-5629	Streets Department	Street Maintenance	10,000	(2,000)	8,000
101-5105-05-5616	Streets Department	Utilities-Electricity	35,000	3,270	38,270
101-5105-06-5230	Streets Department	Outside Services	500	(500)	-
101-5105-06-5240	Streets Department	Drug Testing/Background	150	200	350
101-5105-06-5620	Streets Department	Legal and Professional	40,000	(20,000)	20,000
101-5105-07-5220	Streets Department	Advertising & Public Notices	500	(250)	250
101-5105-09-5685	Streets Department	Capital - equipment	-	26,588	26,588
101-5107-01-5107	Development Services	Retirement-TMRS	31,595	(6,595)	25,000
101-5107-01-5108	Development Services	Payroll Tax Expense	7,048	(1,048)	6,000
101-5107-01-5109	Development Services	Group Health Insurance	73,164	(13,164)	60,000
101-5107-01-5110	Development Services	Workers Comp TML	7,910	8,090	16,000
101-5107-03-5050	Development Services	Office Supplies	9,000	(2,000)	7,000
101-5107-03-5080	Development Services	Gas & Oil	3,500	(500)	3,000
101-5107-03-5150	Development Services	Printing	2,000	(500)	1,500
101-5107-06-5723	Development Services	Animal Control	36,130	20,000	56,130
101-5107-07-5220	Development Services	Advertising & Public Notices	1,200	800	2,000
101-5107-07-5665	Development Services	Technology	15,000	20,000	35,000

City of Aubrey
Budget Amendment
Fiscal Year Ending September 30, 2024
As of April 25, 2024

General Fund Departments

Account Number	Department	Description	Current Budget	Change	Amended Budget
101-5107-09-5685	Development Services	Capital - equipment	185,000	(135,000)	50,000
101-5110-01-5101	Parks & Recreation	Salaries	176,526	(16,526)	160,000
101-5110-01-5105	Parks & Recreation	Overtime	3,000	3,000	6,000
101-5110-01-5109	Parks & Recreation	Group Health Insurance	31,365	(1,365)	30,000
101-5110-01-5110	Parks & Recreation	Workers Comp TML	1,500	548	2,048
101-5110-01-5121	Parks & Recreation	Travel/Training	-	4,000	4,000
101-5110-03-5630	Parks & Recreation	Small Tools	1,000	1,000	2,000
101-5110-04-5121	Parks & Recreation	Equipment Maintenance	4,500	1,500	6,000
101-5110-04-5122	Parks & Recreation	Vehicle Maintenance	800	3,200	4,000
101-5110-07-5190	Parks & Recreation	Insurance - TML	2,210	(610)	1,600
101-5110-09-5131	Parks & Recreation	City Events	80,000	80,000	160,000
101-5111-01-5621	Library	Travel/Training	2,500	1,000	3,500
101-5111-03-5090	Library	Postage	2,600	(1,000)	1,600
101-5111-04-5120	Library	Building Maintenance	9,000	59,000	68,000
101-5111-04-5121	Library	Equipment Maintenance	3,280	(3,280)	-
101-5111-05-5619	Library	Utilities-Water/Sewer	2,300	1,426	3,726
101-5111-06-5240	Library	Drug Testing/Background	300	(300)	-
101-5111-07-5280	Library	Copier Maintenance	-	500	500
101-5111-09-5685	Library	Capital - equipment	-	9,262	9,262
			5,843,330	(4,222)	5,839,108

Water/Sewer/Garbage Departments

Account Number	Department	Description	Current Budget	Change	Amended Budget
201-5201-01-5105	Water Department	Overtime	9,000	3,000	12,000
201-5201-01-5107	Water Department	Retirement-TMRS	21,675	(1,000)	20,675
201-5201-01-5109	Water Department	Group Health Insurance	62,712	(10,000)	52,712
201-5201-03-5050	Water Department	Office Supplies	7,000	(1,000)	6,000
201-5201-03-5080	Water Department	Gas & Oil	15,000	5,000	20,000
201-5201-03-5081	Water Department	Uniforms	3,000	2,000	5,000
201-5201-03-5630	Water Department	Tools	2,000	4,000	6,000
201-5201-03-5903	Water Department	Parts & Fittings	5,000	25,000	30,000
201-5201-03-5905	Water Department	Meters	160,000	(20,000)	140,000
201-5201-04-5120	Water Department	Building Manitenance	2,500	4,000	6,500
201-5201-04-5121	Water Department	Equipment Manitenance	50,000	(10,000)	40,000
201-5201-04-5122	Water Department	Vehicle Manitenance	6,000	2,000	8,000
201-5201-04-5902	Water Department	Water System Maintenance	390,000	(90,000)	300,000
201-5201-05-5617	Water Department	Utilities - Gas	3,000	1,000	4,000
201-5201-05-5618	Water Department	Utilities - Telephone	9,300	(2,300)	7,000
201-5201-07-5220	Water Department	Adverrtising & Notices	1,500	(750)	750
201-5201-07-5260	Water Department	Dues & Memberships	1,000	500	1,500
201-5201-07-5261	Water Department	Permits-TCEQ	4,000	2,087	6,087
201-5201-07-5665	Water Department	Technology	6,000	2,250	8,250
201-5201-07-5666	Water Department	Bank Fees	175	191	366
201-5201-07-5901	Water Department	Lab Fees	11,500	8,500	20,000
202-5202-01-5101	Sewer Department	Salaries	268,586	(38,586)	230,000
202-5202-01-5105	Sewer Department	Overtime	10,000	2,000	12,000
202-5202-01-5107	Sewer Department	Retirement-TMRS	18,176	(1,000)	17,176
202-5202-01-5109	Sewer Department	Group Health Insurance	52,260	(10,000)	42,260
202-5202-01-5621	Sewer Department	Travel/Training	4,050	950	5,000
202-5202-03-5050	Sewer Department	Office Supplies	7,000	(1,000)	6,000
202-5202-03-5080	Sewer Department	Gas & Oil	10,000	4,000	14,000
202-5202-03-5607	Sewer Department	Rock, Sand, Gravel	6,000	(2,000)	4,000
202-5202-03-5608	Sewer Department	Chemicals purchased	5,000	5,000	10,000

City of Aubrey
Budget Amendment
Fiscal Year Ending September 30, 2024
As of April 25, 2024

General Fund Departments

Account Number	Department	Description	Current Budget	Change	Amended Budget
202-5202-04-5121	Sewer Department	Equipment Manitenance	27,000	3,000	30,000
202-5202-04-5903	Sewer Department	WWTP Maintenance	75,000	10,000	85,000
202-5202-05-5619	Sewer Department	Utilities - Water/Sewer	80,000	20,000	100,000
202-5202-06-5620	Sewer Department	Legal & Professional	10,000	(4,000)	6,000
202-5202-06-5766	Sewer Department	Consultant - Engineering	40,000	(10,000)	30,000
202-5202-07-5260	Sewer Department	Dues & Memberships	1,575	1,026	2,601
202-5202-99-5902	Sewer Department	Capital - Equipment	55,000	43,906	98,906
205-4000-06-4025	Solid Waste Dept	Solid Waste Revenue	(1,500,000)	(763,208)	(2,263,208)
205-5205-07-5666	Solid Waste Dept	Mustang Collection Fees	-	95,000	95,000
205-5205-07-5931	Solid Waste Dept	Franchise Fees 15%	-	280,000	280,000
205-5205-07-5941	Solid Waste Dept	Republic Waste	1,500,000	388,208	1,888,208

Other Departments

405-4000-09-4500	Grant Fund	Interest Income	(30,000)	(20,000)	(50,000)
405-4000-85-4123	Grant Fund	CLFRF Proceeds	-	(700,000)	(700,000)
405-4000-85-4125	Grant Fund	TDA Water/Sewer Grant	-	(256,956)	(256,956)
405-5405-84-5122	Grant Fund	CDBG Water Lines	-	306,956	306,956
405-5405-84-5123	Grant Fund	ARPA Pump Station Gener.	-	600,000	600,000
501-4000-05-4500	Capital Projects Fund	Interest Income	(315,000)	(411,414)	(726,414)
501-4000-09-4900	Capital Projects Fund	Bond Proceeds	(3,400,000)	(5,525,000)	(8,925,000)
501-4000-09-4901	Capital Projects Fund	Premium on Sale of Bonds	-	(183,336)	(183,336)
501-4000-99-4091	Capital Projects Fund	Transfer In	(13,539,519)	(732,025)	(14,271,544)
501-5501-09-5657	Capital Projects Fund	Capital Modular Building	278,407	13,175	291,582
501-5501-09-5658	Capital Projects Fund	CO 2024 FS#2	-	5,708,336	5,708,336
501-5501-09-5659	Capital Projects Fund	Council Chambers 2023	-	732,025	732,025
501-5501-09-5689	Capital Projects Fund	Street Projects	751,000	194,902	945,902
501-5501-98-5899	Capital Projects Fund	Bond Issue Costs	-	203,337	203,337
701-4000-02-4130	MDD	Sales Taxes	(800,000)	(140,000)	(940,000)
701-4000-09-4500	MDD	Interest Income	(60,000)	(85,000)	(145,000)
701-4000-09-4550	MDD	Proceeds for Property Purchase	-	(830,000)	(830,000)
701-5176-09-5630	MDD	Property Purchase	-	830,000	830,000
801-4000-09-4430	Employee Benefit Trust	Employer Insurance Premiums	(882,500)	(21,500)	(904,000)
801-4000-09-4440	Employee Benefit Trust	Employee Insurance Premiums	(300,000)	50,000	(250,000)
801-4000-09-4490	Employee Benefit Trust	Employee Benefits	(1,000)	1,000	-
801-4000-09-4500	Employee Benefit Trust	Interest Income	(1,500)	(3,000)	(4,500)
801-5000-01-4090	Employee Benefit Trust	Administrative Fee	-	1,500	1,500
801-5000-01-5111	Employee Benefit Trust	Health Insurance	1,030,000	(33,000)	997,000
801-5000-01-5120	Employee Benefit Trust	Careflight/PHI	2,000	5,000	7,000



**City Council Meeting
Staff Report
April 25, 2024**

Agenda Item

Consideration and action on Ordinance # 837-24 amending Chapter 12 "Traffic and Vehicles", Article 12.04 "Parking" and adding Article 12.07 Golf Carts and Off-Highway Vehicles".

Staff Contact

Richard Brooks, Police Chief
rbrooks@aubreytx.gov
940-365-2601

Summary

- Operation of golf carts and off-highway vehicles presents a danger to the motoring public and to others if not done safely.
 - Presently no regulations are in place to regulate these types of vehicles within the City limits of Aubrey.
 - As the city grows, the need to regulate these types of vehicles will only increase.
 - The Aubrey Police Department finds that having a City Ordinance that regulates these vehicles will better prepare the Department to provide safe streets and take necessary enforcement action.
 - The Aubrey Police Department will begin a robust education plan and will provide all operators with the new guidelines and requirements prior to taking any enforcement action against those who operate these vehicles outside the ordinance.
 - NOTE: Golf carts are exempted from having to have proof of financial responsibility while operating on highways by Texas Transportation Code 601.052
-

Financial Summary

None

Staff Recommended Motion

Approve

Conditions

N/A

~~Wednesday, August 9, 2023~~ Monday April 1, 2024

Chapter 12. Traffic and Vehicless

ARTICLE 12.04. PARKING, STOPPING AND STANDING

Division 1. Generally

§ 12.04.001. Presumption that owner of ~~vehicle~~vehicle/golf cart is responsible for violation.

If any ~~vehicle~~vehicle/golf cart is found upon a street or highway in violation of any provision of this chapter regulating the stopping or parking of ~~vehicle~~vehicle/golf carts and the identity of the driver cannot be determined, the owner, or person in whose name such ~~vehicle~~vehicle/golf cart is registered, shall be held prima facie responsible for such violation.

(Ordinance 57-O-68, sec. 21, adopted 12/3/68)

§ 12.04.002. Impoundment of unlawfully parked ~~vehicle~~vehicle/golf carts.

- (a) The chief of police may, whenever he deems it advisable, impound, or cause to be impounded, any automobile or other ~~vehicle~~vehicle/golf cart parked, standing, or being in violation of any provision or provisions of this chapter.
- (b) Such automobile or other ~~vehicle~~vehicle/golf cart shall be impounded at a place designated by the chief of police, and a fee in the amount established by the city shall be paid by the owner of any such automobile or other ~~vehicle~~vehicle/golf cart for release thereof. Such fee shall be paid to the chief of police.
- (c) Said fee is charged as a police regulatory fee, and to offset the expense of impounding, and is not in lieu of any fine hereunder.

(Ordinance 57-O-68, sec. 18, adopted 12/3/68; Ordinance adopting Code)

§ 12.04.003. Prohibited parking generally.

- (a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Curbside mailbox - A public or private box into which mail is deposited and which is located within ten (10) feet of a curb or the pavement edge of a public street.

Golf Cart – Shall have the meaning assigned by Transportation Code, Section 551.401, as it exists or may be amended, and includes a motor vehicle designed by

the manufacturer primarily for transporting persons on a golf course. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles, neighborhood electric vehicles, off-highway vehicles, four-wheelers, mules, gators and riding lawnmowers.

Park or parking - The standing of a ~~vehicle~~vehicle/golf cart, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

Roadway - That portion of a street or highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. If a street or highway includes two or more separate roadways, the term "roadway" as used in this section shall refer to any such roadway separately but not to all such roadways collectively.

Sidewalk - That portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines, intended for the use of pedestrians.

Stop, Stopping or Standing - When prohibited, means any halting, even momentarily, of a ~~vehicle~~vehicle/golf cart, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

Street or highway - The entire width between the boundary lines of every way that is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Vehicle - Every device capable of moving or being moved upon a public street, road or highway and in, upon or by which any person or property is or may be transported or drawn upon a public highway, excepting devices moved by human or animal power or used exclusively upon stationary rails or tracks.

(b) Parking prohibitions. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic-control device, no person shall:

(1) Stop, stand, or park a ~~vehicle~~vehicle/golf cart on a street or on the side of a street or street segment when such street or street segment:

(A) Is identified under subsection (c) of this section; and

(B) Has one or more official signs stating "No Parking" or similar language indicating that no parking is allowed;

(2) Stop, stand, or park a ~~vehicle~~vehicle/golf cart:

(A) On the roadway side of any ~~vehicle~~vehicle/golf cart stopped or parked at the edge or curb of a street;

(B) On a sidewalk;

- (C) Within an intersection;
 - (D) On a crosswalk;
 - (E) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
 - (F) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - (G) On any railroad track;
 - (H) At any place where official signs prohibit stopping;
 - (I) In front of, over, obstructing or within five feet to either side of a drainage structure opening;
- (3) Stand or park a ~~vehicle~~vehicle/golf cart, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
- (A) In front of a public or private driveway;
 - (B) Within 15 feet of a fire hydrant;
 - (C) Within 20 feet of a crosswalk at an intersection;
 - (D) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign or traffic-control signal located at the side of a roadway;
 - (E) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly sign posted);
 - (F) At any place where official signs prohibit standing;
- (4) Park a ~~vehicle~~vehicle/golf cart, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:
- (A) Within 50 feet of the nearest rail of a railroad crossing;
 - (B) At any place where official signs prohibit parking;
 - (C) Within 10 feet of a public or private curbside mailbox between the hours of 8:00 a.m. and 5:00 p.m.
- (5) Park a ~~vehicle~~vehicle/golf cart within an alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for the free movement of vehicular traffic, and no person shall stop, stand, or park a ~~vehicle~~vehicle/golf cart within an alley in such position as to block the driveway entrance to any abutting property; or

(6) Park a ~~vehicle~~vehicle/golf cart upon any roadway or right-of-way for the principal purpose of:

(A) Displaying such ~~vehicle~~vehicle/golf cart for sale;

(B) Washing, greasing, or repairing such ~~vehicle~~vehicle/golf cart, except for repairs necessitated by an emergency.

(c) Parking prohibited on certain streets. Streets or street segments referenced for identification under subsection (b)(1)(A) of this section include:

(1) On both sides of Main Street beginning at Farm to Market 428 (also known as Sherman Drive) north to James Street.

(2) On the northbound side of Frontier Parkway from FM 1385 to Winn Ridge Boulevard.

(3) On both sides of Colt Avenue from Frontier Parkway to Millican Lane.

(4) On both sides of Butch Avenue from Frontier Parkway to Millican Lane.

(d) Penalty - Any person violating any of the provisions or terms of this section shall be subject to the same penalty as provided for in the ordinances of the city as heretofore amended, and upon conviction shall be punished by a fine in accordance with the general penalty provided in section 1.01.009 of this code for each offense.

(Ordinance 467-11 adopted 10/18/11; Ordinance 658-19, sec. 1, adopted 2/26/19; Ordinance 784-23 adopted 5/10/2023)

§ 12.04.004. Loading zones.

(a) One loading zone may be established by the chief of police for each mercantile business in the city upon request by the owner thereof to the chief of police.

(b) No loading zone shall be for more than one parking space.

(c) Every loading zone shall have painted upon the curb adjacent thereto the words "Loading Zone."

(d) No ~~vehicle~~vehicle/golf cart shall be parked in any loading zone for a longer continuous period of time than is reasonably necessary to load or unload goods or merchandise for the business for which such loading zone is reserved. Provided, however, that this provision shall not apply to the delivery truck of the business for which zone is ~~reserved, if~~reserved if such delivery truck has painted upon the side thereof the words "Delivery Truck" together with the name of such business establishment.

(Ordinance 57-O-68, sec. 14, adopted 12/3/68)

§ 12.04.005. Parking in reserved zone.

It shall be unlawful to park any ~~vehicle~~vehicle/golf cart in any loading zone, passenger zone, police reserved zone, or fire reserved zone established, designated, and marked as such by the chief of police as heretofore provided, other than those ~~vehicle~~vehicle/golf carts for which such zones were reserved.

(Ordinance 57-O-68, sec. 15, adopted 12/3/68)

§ 12.04.006. Manner of parking.

Except where necessary in obedience to traffic regulations or traffic signs or signals, the driver of any ~~vehicle~~vehicle/golf cart shall not stop, stand, or park such ~~vehicle~~vehicle/golf cart in a roadway or street other than parallel with the edge of such roadway or street, headed in the direction of traffic and with the curbside wheels of the ~~vehicle~~vehicle/golf cart within six inches of the edge of the roadway or street, except where streets have been marked for angle or head-in parking, and then only between the designated and marked parking lines, and not over or across such lines.

(Ordinance 57-O-68, sec. 16(B), adopted 12/3/68)

§ 12.04.007. Parking on narrow streets.

When signs prohibiting parking are erected on any street or streets of 20 feet or less in width, no person shall park a ~~vehicle~~vehicle/golf cart in any such designated place.

(Ordinance 57-O-68, sec. 17(A), adopted 12/3/68)

§ 12.04.008. Parking near hazardous or congested places.

When signs are erected or curbs are painted upon an approach to hazardous or congested places indicating no parking, no person shall stop, stand or park a ~~vehicle~~vehicle/golf cart in any such designated place.

(Ordinance 57-O-68, sec. 17(B), adopted 12/3/68)

§ 12.04.009. Parking on streets adjacent to schools.

When signs are erected or curbs are painted indicating no parking upon either side of the streets adjacent to any school property, no person shall park a ~~vehicle~~vehicle/golf cart in any such designated place.

(Ordinance 57-O-68, sec. 17(C), adopted 12/3/68)

§ 12.04.010. Parking for purpose of displaying advertising.

It shall be unlawful for any person to operate or to park on any street any ~~vehicle~~vehicle/golf cart for the primary purpose of displaying advertising.

(Ordinance 57-O-68, sec. 20, adopted 12/3/68)

§ 12.04.011. through § 12.04.040. (Reserved)

Division 2. Parking in Residentially Zoned Areas

§ 12.04.041. Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Boat - All types of watercraft, whether registered, unregistered, licensed or unlicensed. The term “boat” shall include any wheeled trailer or other device on which such boat is or may be kept, stored, or transported, whether registered or unregistered, licensed, or unlicensed.

Motor Vehicle/golf cart - Every device capable of being moved upon a public highway and in, upon or by which any person or property is or may be transported or drawn upon a public highway, excepting devices moved by human or animal power or used exclusively upon stationary rails or tracks.

Park - To place or leave for the purpose of convenient departure from or return to the **vehicle/golf cart** in connection with a planned trip, outing or vacation, including the processes of loading or unloading the **vehicle/golf cart** and preparation of the **vehicle/golf cart**.

Recreational Vehicle - Any unit primarily designed as living quarters for recreation, camping, or travel use, which either contains its own motive power as in the case of, but not limited to, motor homes, motor coaches, mini-motor homes, or recreational vans or is permanently mounted on a vehicle such as a truck camper or pickup camper.

Residentially Zoned - Any area zoned under sections 10 through 14 of Ordinance 135-87 and portions of any area zoned under section 20 of said ordinance that are residential in character.

Store - To place for the purpose of preserving, protecting and securing it for a period in excess of 48 hours.

Trailer - Means, but is not limited to, any **vehicle/golf cart** designed or utilized for the transportation of a boat, automobile, snowmobile, livestock, cargo or similar items or as living quarters for recreation, camping or travel use as in the case of a travel, tent, camp, pop-up or 5th wheel trailer, which does not have motive power of its own, but is designed to be drawn by **vehicle/golf cart**.

Truck - Any semi-tractor or any commercial **vehicle/golf cart** with a licensed weight of 6,001 pounds or above.

Utility Trailer - A vehicular structure or device with or without its own motive power, licensed or unlicensed, designed and/or used for the transportation of goods or materials.

(Ordinance 411-08, sec. 2, adopted 10/21/08)

§ 12.04.042. Penalty.

Any person violating any of the provisions or terms of this division shall be subject to the same penalty as provided for in the ordinances of the city as heretofore amended and upon conviction shall be punished by a fine in accordance with the general penalty provided in section 1.01.009 of this code for each offense.

(Ordinance 411-08, sec. 4, adopted 10/21/08)

§ 12.04.043. Restrictions.

- (a) Notwithstanding any provision of this section to the contrary, the parking of any ~~vehicle~~vehicle/golf cart on a street or street right-of-way remains subject to regulation of parking established pursuant to the city or state traffic laws, zoning regulations, or other applicable law. In the event of any conflict, the more restrictive provision shall govern.
- (b) It shall be unlawful for any person to park or leave standing on any street or street right-of-way in a residentially zoned area for a period of more than 24 consecutive hours, or for a period of more than 24 total hours during a 48-hour period, a boat, motor ~~vehicle~~vehicle/golf cart, recreational ~~vehicle~~vehicle/golf cart, trailer, truck, or utility trailer.
- (c) It is no defense to prosecution that any such boat, motor ~~vehicle~~vehicle/golf cart, recreational ~~vehicle~~vehicle/golf cart, trailer, truck, or utility trailer is parked or left standing in a residentially zoned area and is then moved any number of times outside of the residentially zoned area or to any other location in a residentially zoned area during said 48-hour period, provided that it is parked or left standing anywhere on a street or street right-of-way in a residentially zoned area for a total of more than 24 hours during said 48-hour period.
- (d) Notwithstanding any provision of this division, this division does not authorize parking or standing in any street right-of-way where doing so is not otherwise permitted.

(Ordinance 411-08, sec. 3, adopted 10/21/08)

Chapter 12. Traffic and Vehicles

ARTICLE 12.07. GOLF CARTS AND OFF-HIGHWAY VEHICLES

Division 1. Generally

§ 12.07.001. Findings.

- (a) The prohibition on operating golf carts on a highway or street in the city in some circumstances is necessary in the interest of public safety.
- (b) The prohibition on operating unregistered off-highway vehicles on a highway or street in the city is necessary in the interest of public safety.

(Ordinance PENDING)

§ 12.07.002. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

All-Terrain Vehicle – Shall have the meaning assigned by Chapter 551 A. of the Texas Transportation Code.

Golf Cart – Shall have the meaning assigned by Chapter 551.401 of the Texas Transportation Code, as it exists or may be amended, and includes a motor vehicle designed by the manufacturer primarily for transporting persons on a golf course. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles, neighborhood electric vehicles, off-highway vehicles, four-wheelers, mules, gators, and riding lawnmowers.

Highway – The width between the boundary lines of a publicly maintained way any part of which is open to the public for vehicular traffic.

Off-Highway Vehicle – Shall have the meaning assigned by Chapter 551 A. of the Texas Transportation Code, including an all-terrain vehicle or recreational off-highway vehicle or utility vehicle.

Operator – The person operating and having physical control over the golf cart. An operator must carry a valid state driver license.

Owner – Shall have the meaning assigned by Chapter 502.001 of the Texas Transportation Code and shall mean the person who has legal title to the golf cart, has the legal right of possession of the golf cart, or has the legal control of it.

Recreational Off-Highway Vehicle – Shall have the meaning assigned by Chapter 551 A. of the Texas Transportation Code.

Street – A highway.

Utility Vehicle – Shall have the meaning assigned by Chapter 551 A. of the Texas Transportation Code.

(Ordinance PENDING)

§ 12.07.003. Penalty.

Any person who shall violate any provision of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than five hundred dollars (\$500.00) per offense. Each day of violation shall constitute a separate offense.

(Ordinance PENDING)

§ 12.07.004. Exceptions.

- (a) Golf carts and off-highway vehicles owned and/or operated by any Home Owner Association (HOA) for parks and amenities maintenance, for official government purposes by the City or any other governmental entity are exempt from this article.
- (b) Golf carts used while evacuating persons during a declared emergency are exempt from regulation by this article during the declared emergency and for 72 hours after the emergency unless otherwise ordered by the City.
- (c) Golf carts and off-highway vehicles operated for the purposes of maintenance and operation of amenities, landscaping, and common areas.

(Ordinance PENDING)

§ 12.07.005. through § 12.07.030. (Reserved)

Division 2. GOLF CARTS

§ 12.07.031. Golf Carts Authorized.

It shall be unlawful for a person to operate a golf cart on the streets and highways of the City except as provided in this article.

(Ordinance PENDING)

§ 12.07.032. Equipment and License Plate.

- (a) Every golf cart operated within the City limits shall be equipped with the following equipment, which shall be operational at all times; Tail lamps, parking brakes, and a

slow-moving vehicle emblem clearly visible in daylight or at night from the light of standard automobile headlamps at a distance of at least 500 feet; golf carts operating during night hours shall be equipped with the following equipment, which shall be operational at all times; headlights, tail lamps, reflectors, parking brake, and mirror(s) as provided for in Sections 551.404 and 547.703, respectively, of the Transportation Code.

- (b) Every golf cart powered by gasoline shall at all times be equipped with an exhaust system in good working order and shall comply with all state, federal, and City regulations, specifically Article 8.03 (restriction on noises).
- (c) Every golf cart shall display a license plate issued by the Texas Department of Motor Vehicles, as provided for in Section 551.402 of the Transportation Code. A person who becomes the owner of a golf cart for which a previous owner obtained a license plate may not use the previous owner's license plate.

(Ordinance PENDING)

§ 12.07.033. Operation Authorized in Certain Areas.

- (a) All operators of golf carts shall be licensed to operate a motor vehicle as provided by the Texas Transportation Code and shall carry a valid driver license while operating the golf cart.
- (b) All operators of golf carts shall abide by all traffic regulations applicable to vehicular traffic when using any highway in the City.
- (c) Golf carts shall not be operated on public sidewalks, trails, or any location normally used for pedestrian traffic at any time.
- (d) Golf carts may only be operated upon a street or highway with a posted speed limit of not more than 35 miles per hour (MPH) unless otherwise restricted.
- (e) A golf cart may cross a street or highway with a posted speed limit of more than 25 mph if said crossing occurs at an intersection and said crossing is perpendicular to the street or highway with a posted speed limit of more than 35 mph.
- (f) The operator of a golf cart on a highway may cross a multi-lane or a county or state route only at intersections with proper traffic-control devices.
- (g) A golf cart may be operated by a motor carrier for the purpose of retrieving or delivering mail and packages on all or part of any highway that has a speed limit of not more than 35 mph.
- (h) All golf carts are entitled to a full use of a lane on the highway and no motor vehicle shall be operated in such a manner as to deprive any golf cart of the full use of a lane.
- (i) The operator of a golf cart shall not overtake and pass in the same lane occupied by the vehicle being overtaken.
- (j) No operator shall operate a golf cart between lanes of traffic or between adjacent lines of rows of vehicles.
- (k) The operator and every occupant of a golf cart shall be limited to the seating capacity as designed by the manufacturer and all occupants shall remain seated in a seat designated to hold passengers while the golf cart is in motion.

- (l) Occupants less than six (6) years of age must be restrained by a safety belt.
- (m) No person may ride in the lap of a driver or any other occupant.

(Ordinance PENDING)

§ 12.07.034. through § 12.07.060. (Reserved)

§ 12.07.061. Prohibited.

It shall be unlawful for a person to operate an off-highway vehicle on the streets and highways in the City.

(Ordinance PENDING)

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TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE C. RULES OF THE ROAD

CHAPTER 551A. OFF-HIGHWAY VEHICLES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 551A.001. DEFINITIONS. In this chapter:

(1) "All-terrain vehicle" means a motor vehicle that is:

(A) equipped with a seat or seats for the use of:

(i) the rider; and

(ii) a passenger, if the motor vehicle is designed by the manufacturer to transport a passenger;

(B) designed to propel itself with three or more tires in contact with the ground;

(C) designed by the manufacturer for off-highway use;

(D) not designed by the manufacturer primarily for farming or lawn care; and

(E) not more than 50 inches wide.

(1-b) "Commission" means the Texas Commission of Licensing and Regulation.

(1-c) "Department" means the Texas Department of Licensing and Regulation.

(1-d) "Off-highway vehicle" means:

(A) an all-terrain vehicle or recreational off-highway vehicle;

(B) a sand rail; or

(C) a utility vehicle.

(2) "Beach" means a beach area, publicly or privately owned, that borders the seaward shore of the Gulf of Mexico.

(3) "Sand rail" means a vehicle, as defined by Section 502.001, that:

(A) is designed or built primarily for off-highway use in sandy terrains, including for use on sand dunes;

(B) has a tubular frame, an integrated roll cage, and an engine that is rear-mounted or placed midway between the front and rear axles of the vehicle; and

(C) has a gross vehicle weight, as defined by Section 541.401, of:

- (i) not less than 700 pounds; and
- (ii) not more than 2,000 pounds.

(4) "Public off-highway vehicle land" means land on which off-highway recreation is authorized under Chapter 29, Parks and Wildlife Code.

(5) "Recreational off-highway vehicle" means a motor vehicle that is:

(A) equipped with a seat or seats for the use of:

- (i) the rider; and
- (ii) a passenger or passengers, if the vehicle is

designed by the manufacturer to transport a passenger or passengers;

(B) designed to propel itself with four or more tires in contact with the ground;

(C) designed by the manufacturer for off-highway use by the operator only; and

(D) not designed by the manufacturer primarily for farming or lawn care.

(6) "Utility vehicle" means a motor vehicle that is not a golf cart, as defined by Section 551.401, or lawn mower and is:

(A) equipped with side-by-side seating for the use of the operator and a passenger;

(B) designed to propel itself with at least four tires in contact with the ground;

(C) designed by the manufacturer for off-highway use only; and

(D) designed by the manufacturer primarily for utility work and not for recreational purposes.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2003, 78th Leg., ch. 115, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 15, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 131 (S.B. 487), Sec. 2, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 895 (H.B. 1044), Sec. 4, eff. September 1, 2013.

Acts 2017, 85th Leg., R.S., Ch. 1052 (H.B. 1956), Sec. 3, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1052 (H.B. 1956), Sec. 4, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1052 (H.B. 1956), Sec. 22(2), eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 595 (S.B. 616), Sec. 8.015, eff. September 1, 2020.

Acts 2019, 86th Leg., R.S., Ch. 1079 (H.B. 1755), Sec. 11, eff. September 1, 2019.

Transferred, redesignated and amended by Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 25, eff. June 14, 2019.

Reenacted and amended by Acts 2021, 87th Leg., R.S., Ch. 915 (H.B. 3607), Sec. 20.008, eff. September 1, 2021.

Sec. 551A.002. NONAPPLICABILITY OF CERTAIN OTHER LAWS. (a) Chapter 521 does not apply to the operation or ownership of an off-highway vehicle on public off-highway vehicle land.

(b) Chapter 1001, Education Code, does not apply to instruction in the operation of an off-highway vehicle provided under the operator education and certification program established by this chapter.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 472, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 895 (H.B. 1044), Sec. 5, eff. September 1, 2013.

Acts 2017, 85th Leg., R.S., Ch. 1052 (H.B. 1956), Sec. 5, eff. September 1, 2017.

Transferred, redesignated and amended by Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 25, eff. June 14, 2019.

SUBCHAPTER F. GOLF CARTS

Sec. 551.401. DEFINITION. In this subchapter, "golf cart" means a motor vehicle designed by the manufacturer primarily for use on a golf course.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 239, eff. January 1, 2012.

Acts 2017, 85th Leg., R.S., Ch. 1052 (H.B. 1956), Sec. 22(1), eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 16, eff. June 14, 2019.

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE A. CERTIFICATES OF TITLE AND REGISTRATION OF VEHICLES

CHAPTER 502. REGISTRATION OF VEHICLES

SUBCHAPTER A. GENERAL PROVISIONS

The following section was amended by the 88th Legislature. Pending publication of the current statutes, see SB261 and H.B. 433, 88th Legislature, Regular Session, for amendments affecting the following section.

Sec. 502.001. DEFINITIONS. In this chapter:

(1) Repealed by Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 41(3), eff. June 14, 2019.

(2) "Apportioned license plate" means a license plate issued in lieu of a truck, motor bus, or combination license plate to a motor carrier in this state who proportionally registers a vehicle owned or leased by the carrier in one or more other states.

(3) "Board" means the board of the Texas Department of Motor Vehicles.

(4) "Combination license plate" means a license plate issued for a truck or truck-tractor that is used or intended to be used in combination with a semitrailer that has a gross weight of more than 6,000 pounds.

(5) "Combined gross weight" means the empty weight of the truck-tractor or commercial motor vehicle combined with the empty weight of the heaviest semitrailer used or to be used in combination with the truck-tractor or commercial motor vehicle plus the heaviest net load to be carried on the combination during the registration year.

(6) "Commercial fleet" means a group of at least 25 nonapportioned motor vehicles, semitrailers, or trailers owned, operated, or leased by a corporation, limited or general partnership, limited liability company, or other business entity and used for the business purposes of that entity.

(7) "Commercial motor vehicle" means a motor vehicle, other than a motorcycle or moped, designed or used primarily to transport property. The term includes a passenger car reconstructed and used primarily for

delivery purposes. The term does not include a passenger car used to deliver the United States mail.

(8) "Construction machinery" means a vehicle that:

(A) is used for construction;

(B) is built from the ground up;

(C) is not mounted or affixed to another vehicle such as a trailer;

(D) was originally and permanently designed as machinery;

(E) was not in any way originally designed to transport persons or property; and

(F) does not carry a load, including fuel.

(9) "Credit card" has the meaning assigned by Section 501.002.

(10) "Debit card" has the meaning assigned by Section 501.002.

(11) "Department" means the Texas Department of Motor Vehicles.

(12) Repealed by Acts 2019, 86th Leg., R.S., Ch. 485 (H.B. 2188), Sec. 10, eff. September 1, 2019.

(13) "Electric personal assistive mobility device" has the meaning assigned by Section 551.201.

(14) "Empty weight" means the unladen weight of a truck-tractor or commercial motor vehicle and semitrailer combination fully equipped, as certified by a public weigher or license and weight inspector of the Department of Public Safety.

(15) "Farm semitrailer" or "farm trailer" means a vehicle designed and used primarily as a farm vehicle.

(16) "Farm tractor" has the meaning assigned by Section 541.201.

(17) "Forestry vehicle" means a vehicle designed and used exclusively for transporting forest products in their natural state, including logs, debarked logs, untreated ties, stave bolts, plywood bolts, pulpwood billets, wood chips, stumps, sawdust, moss, bark, and wood shavings, and property used in production of those products.

(17-a) "Former military vehicle" means a vehicle, including a trailer, that:

(A) was manufactured for use in any country's military forces; and

(B) is not operated on continuous tracks.

(18) Repealed by Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 41(3), eff. June 14, 2019.

(19) "Gross vehicle weight" has the meaning assigned by Section 541.401.

(20) "Implements of husbandry" has the meaning assigned by Section 541.201.

(21) "Light truck" has the meaning assigned by Section 541.201.

(22) "Moped" has the meaning assigned by Section 541.201.

(23) "Motor bus" includes every vehicle used to transport persons on the public highways for compensation, other than:

(A) a vehicle operated by muscular power; or

(B) a municipal bus.

(24) "Motorcycle" has the meaning assigned by Section 521.001 or 541.201, as applicable.

(25) "Motor vehicle" means a vehicle that is self-propelled.

(26) "Motorized mobility device" has the meaning assigned by Section 552A.0101.

(27) "Municipal bus" includes every vehicle, other than a passenger car, used to transport persons for compensation exclusively within the limits of a municipality or a suburban addition to the municipality.

(28) "Net carrying capacity" means the heaviest net load that is able to be carried on a vehicle, but not less than the manufacturer's rated carrying capacity.

(29) "Oil well servicing, cleanout, or drilling machinery":

(A) has the meaning assigned by Section 623.149; or

(B) means a mobile crane:

(i) that is an unladen, self-propelled vehicle constructed as a machine and used solely to raise, shift, or lower heavy weights by means of a projecting, swinging mast with an engine for power on a chassis permanently constructed or assembled for that purpose; and

(ii) for which the owner has secured a permit from the department under Section 623.142.

(30) "Operate temporarily on the highways" means to travel between:

(A) different farms;

(B) a place of supply or storage and a farm; or

(C) an owner's farm and the place at which the owner's farm produce is prepared for market or is marketed.

(31) "Owner" means a person who:

(A) holds the legal title of a vehicle;

(B) has the legal right of possession of a vehicle; or

(C) has the legal right of control of a vehicle.

(32) "Passenger car" has the meaning assigned by Section 541.201.

(33) "Power sweeper" means an implement, with or without motive power, designed for the removal by a broom, vacuum, or regenerative air system of debris, dirt, gravel, litter, or sand from asphaltic concrete or cement concrete surfaces, including surfaces of parking lots, roads, streets, highways, and warehouse floors. The term includes a vehicle on which the implement is permanently mounted if the vehicle is used only as a power sweeper.

(34) "Private bus" means a bus that:

- (A) is not operated for hire; and
- (B) is not a municipal bus or a motor bus.

(35) "Public highway" includes a road, street, way, thoroughfare, or bridge:

- (A) that is in this state;
- (B) that is for the use of vehicles;
- (C) that is not privately owned or controlled; and
- (D) over which the state has legislative jurisdiction under its police power.

(36) "Public property" means property owned or leased by this state or a political subdivision of this state.

(37) Repealed by Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 41(3), eff. June 14, 2019.

(38) "Road tractor" means a vehicle designed for the purpose of mowing the right-of-way of a public highway or a motor vehicle designed or used for drawing another vehicle or a load and not constructed to carry:

- (A) an independent load; or
- (B) a part of the weight of the vehicle and load to be drawn.

(39) "Semitrailer" means a vehicle designed or used with a motor vehicle so that part of the weight of the vehicle and its load rests on or is carried by another vehicle.

(39-a) "Shipping weight" means the weight generally accepted as the empty weight of a vehicle.

(40) "Token trailer" means a semitrailer that:

- (A) has a gross weight of more than 6,000 pounds; and
- (B) is operated in combination with a truck or a truck-tractor that has been issued:
 - (i) an apportioned license plate;
 - (ii) a combination license plate; or
 - (iii) a forestry vehicle license plate.

(41) "Tow truck" means a motor vehicle adapted or used to tow, winch, or otherwise move another motor vehicle.

(42) "Trailer" means a vehicle that:

(A) is designed or used to carry a load wholly on its own structure; and

(B) is drawn or designed to be drawn by a motor vehicle.

(43) "Travel trailer" has the meaning assigned by Section 501.002.

(44) "Truck-tractor" means a motor vehicle:

(A) designed and used primarily for drawing another vehicle; and

(B) not constructed to carry a load other than a part of the weight of the vehicle and load to be drawn.

(45) "Vehicle" means a device in or by which a person or property is or may be transported or drawn on a public highway, other than a device used exclusively on stationary rails or tracks.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 625, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 586 (H.B. 1646), Sec. 2, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 1280 (H.B. 3849), Sec. 1, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 933 (H.B. 3097), Sec. 2E.01, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 5, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1173 (H.B. 3433), Sec. 1, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1232 (S.B. 1759), Sec. 1, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 71, eff. January 1, 2012.

Acts 2013, 83rd Leg., R.S., Ch. 131 (S.B. 487), Sec. 1, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 62, eff. September 1, 2013.

Acts 2017, 85th Leg., R.S., Ch. 968 (S.B. 2075), Sec. 2, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 485 (H.B. 2188), Sec. 10, eff. September 1, 2019.

Acts 2019, 86th Leg., R.S., Ch. 612 (S.B. 969), Sec. 1, eff. June 10, 2019.

Acts 2019, 86th Leg., R.S., Ch. 882 (H.B. 3171), Sec. 2.03, eff. September 1, 2019.

Acts 2019, 86th Leg., R.S., Ch. 1079 (H.B. 1755), Sec. 6, eff. September 1, 2019.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 41(3), eff. June 14, 2019.

Sec. 551.404. OPERATION ON HIGHWAY AUTHORIZED BY MUNICIPALITY OR CERTAIN COUNTIES. (a) In addition to the operation authorized by Section 551.403, the governing body of a municipality may allow an operator to operate a golf cart on all or part of a highway that:

- (1) is in the corporate boundaries of the municipality; and
- (2) has a posted speed limit of not more than 35 miles per hour.

(b) In addition to the operation authorized by Section 551.403, the commissioners court of a county described by Subsection (c) may allow an operator to operate a golf cart on all or part of a highway that:

- (1) is located in the unincorporated area of the county; and
- (2) has a speed limit of not more than 35 miles per hour.

(c) Subsection (b) applies only to a county that:

- (1) borders or contains a portion of the Red River; or
- (2) borders the Gulf of Mexico and has a population of less than 500,000.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 241, eff. January 1, 2012.

Acts 2013, 83rd Leg., R.S., Ch. 877 (H.B. 719), Sec. 2, eff. June 14, 2013.

Acts 2017, 85th Leg., R.S., Ch. 171 (H.B. 2968), Sec. 1, eff. May 26, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1052 (H.B. 1956), Sec. 2, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 19, eff. June 14, 2019.

Acts 2021, 87th Leg., R.S., Ch. 652 (H.B. 1281), Sec. 3, eff. June 15, 2021.

Sec. 547.703. ADDITIONAL EQUIPMENT REQUIREMENTS FOR SLOW-MOVING VEHICLES. (a) Except as provided by Subsection (b), a slow-moving vehicle shall display a slow-moving-vehicle emblem that:

(1) has a reflective surface designed to be clearly visible in daylight or at night from the light of standard automobile headlamps at a distance of at least 500 feet;

(2) is mounted base down on the rear of the vehicle and at a height that does not impair the visibility of the emblem; and

(3) is maintained in a clean, reflective condition.

(b) Subsection (a) does not apply to a vehicle that is used in construction or maintenance work and is traveling in a construction area that is marked as required by the Texas Transportation Commission.

(c) If a motor vehicle displaying a slow-moving-vehicle emblem tows machinery, including an implement of husbandry, and the visibility of the emblem is not obstructed, the towed unit is not required to display a slow-moving-vehicle emblem.

(d) A golf cart, neighborhood electric vehicle, or off-highway vehicle that is operated at a speed of not more than 25 miles per hour is required to display a slow-moving-vehicle emblem when it is operated on a highway.

(e) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1136, Sec. 12(2), eff. September 1, 2009.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 9, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 12(2), eff. September 1, 2009.

Acts 2019, 86th Leg., R.S., Ch. 809 (H.B. 2290), Sec. 1, eff. September 1, 2019.

Acts 2019, 86th Leg., R.S., Ch. 860 (H.B. 2837), Sec. 6, eff. September 1, 2019.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 13, eff. June 14, 2019.

ARTICLE 8.03 NOISE

§ 8.03.001. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

All terminology used in this article not defined in this section shall be in conformance with applicable publications of the American National Standards Institute (ANSI), or its successor body.

Ambient sound pressure level. The all-encompassing sound associated with a given environment, being usually a composite of sound from all sources, excluding the alleged offensive sound, at the location and approximate time at which a comparison with the alleged offensive sound is to be made.

Construction. Any site preparation, assembly, erection, substantial repair, alteration or similar action, excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.

Cyclically varying noise. Any sound which varies in sound level such that the same level is obtained repetitively at relatively uniform intervals of time.

Decibel (dB). A unit for measuring the volume of a sound, equal to 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).

Demolition. Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces, or similar property.

Device. Any mechanism which is intended to produce, or which actually produces, noise when operated or handled.

Director. The mayor or his duly appointed representative.

Emergency vehicle. A motor vehicle used in response to a public calamity or to protect persons or property from an imminent exposure to danger.

Energy equivalent sound level (Leq). The sound level corresponding to the average sound energy during a specified period of time. Its calculation involves the conversion of decibels (a logarithmic quantity) to corresponding intensities (a linear quantity), performing the averaging, and finally changing the average back to decibels.

Impulsive sound. Sound characterized by a peak less than one second in length, an abrupt onset, a rapid decay, and a peak sound level which exceeds the ambient sound pressure level by 20 dB(A) or more.

Motor vehicle. Any vehicle propelled by mechanical power, such as, but not limited to, any passenger car, truck, truck-trailer, semitrailer, camper, motorcycle, minibike, go-cart, dune buggy or racing vehicle.

Noise. Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

Noise disturbance. Any unreasonably loud or disturbing noise which is offensive to a reasonable adult person within the city, which noise renders the enjoyment of life or property unreasonably uncomfortable, or which interferes with individual or public peace and comfort taking into account the time of day and existing circumstances.

Noise maximum. The maximum Leq permitted within the use districts and other areas of the city as set forth in section 8.03.006 of this article.

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Property boundary. An imaginary line exterior to any enclosed structure, at the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person.

Public property. Any real property or structures thereon which are owned or controlled by a governmental entity.

Public right-of-way. Any street, avenue, boulevard, highway, sidewalk, alley or similar place which is owned or controlled by a governmental entity.

Pure tone. Any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purposes of this article, a pure tone shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hz and above and by eight dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

Quiet zone. Property on which a school, hospital, clinic or other noise-sensitive facility is operated.

Repetitive impulse sound. Any sound which is composed of impulsive sounds that are repeated at sufficiently slow rates such that a sound level meter set at the “fast” meter characteristic will show changes in sound pressure level greater than ten dB(A).

Sound level. The weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B or C, as specified in American National Standards Institute specifications for sound level meters. If the frequency weighting employed is not indicated, the A-weighting shall apply.

Sound level meter. An instrument for the measurement of sound, including a microphone, amplifier, RMS detector and integrator, time averager, output meter and weighted networks, that is sensitive to pressure fluctuations. The instrument reads sound pressure levels when properly calibrated and is of type H [type II] or better so specified in ANSI publication S1.4-1971 or its successor body.

Sound pressure level. Expressed in decibels, 20 times the logarithm to the ratio of the pressure of the sound to a reference pressure, which reference pressure shall be explicitly stated.

Stationary sound source. Any device, fixed or movable, which is located or used on property other than a public right-of-way.

Use districts. Those districts as established and set forth by the city’s zoning ordinance. Planned development districts, for the purposes of this section, shall be considered as residential, commercial or industrial districts according to the primary use.

Vibration. An oscillatory motion of solid bodies of deterministic or random nature described by displacement, velocity or acceleration with respect to a given reference point.
(Ordinance 450-10, sec. 1, adopted 9/27/10)

§ 8.03.002. Penalty.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine in accordance with the general penalty provided in section 1.01.009 of this code. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur. Allegation and evidence of a culpable mental state is not required for the proof of an offense defined by this article.
(Ordinance 450-10, sec. 9, adopted 9/27/10)

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§ 8.03.003. Additional remedies.

In addition to and accumulative of all other penalties, the city shall have the right to seek injunctive relief or any other relief at law or in equity for any and all violations of the provisions of this article.

(Ordinance 450-10, sec. 10, adopted 9/27/10)

§ 8.03.004. Enforcement responsibility.

The mayor or the mayor's designated representative (referenced herein as the "director") will have enforcement responsibility for this article.

(Ordinance 450-10, sec. 2, adopted 9/27/10)

§ 8.03.005. Inspections and tests.

(a) In order to implement and enforce this article and for the general purpose of sound and vibration abatement and control, the director shall have the authority to, upon presentation of the proper credentials, make necessary inspections and tests with the proper authorization or permission from the owner on any private property or place.

(b) Sound level measurement shall be made with a sound level meter type II or better using the A-weighting network in accordance and conforming to the noise measurements standards promulgated by the American National Standards Institute or its successor body.

(Ordinance 450-10, sec. 3, adopted 9/27/10)

§ 8.03.006. Maximum sound levels.

(a) The following noise standards, unless otherwise specifically indicated, shall apply to all property with [within] a designated land use district:

Use District	Time of Day	(Maximum) Energy Equivalent Sound Levels (Leq)
Residential	7:00 a.m. to 10:00 p.m.	62 dB(A)
	10:00 p.m. to 7:00 a.m.	52 dB(A)
Office, retail and commercial	7:00 a.m. to 10:00 p.m.	67 dB(A)
	10:00 p.m. to 7:00 a.m.	62 dB(A)
Industrial	Anytime	70 dB(A)

(b) It shall be unlawful for any person at any location to produce noise within the city, or to allow the creation of any noise within the city on or from property owned, leased, occupied or otherwise controlled by such person, that exceeds the noise maximum for each use district or other area as set forth in this section:

(1) The noise maximum in any measurement period not less than 15 minutes.

(2) The noise maximum, plus 15 dB(A), in any one-minute average of a measurement period.

(3) The noise maximum, plus 20 dB(A), at any time in a measurement period.

(c) For the purposes of this section, a measurement period shall not be less than 15 minutes.

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- (d) The noise maximums established in this section for residential districts shall also apply to all quiet zones.
- (e) If the ambient sound pressure level exceeds an applicable noise maximum, the ambient sound pressure level shall be the sound level that is measured for enforcement purposes.
- (f) If a stationary sound source produces noise continuously and cannot reasonably be discontinued or stopped for a time period whereby the ambient sound pressure level can be determined, then such noise combined with any ambient sound pressure level shall be measured directly against the noise maximums set forth in this section.
- (g) Correction for character of sound. For any stationary sound source which emits a pure tone, cyclically varying noise or repetitive impulse sound, the noise maximums shall be reduced by five dB(A). Notwithstanding compliance with this subsection, it shall be a violation for any person to operate or permit to be operated a stationary sound source which emits a pure tone, cyclically varying noise, or repetitive impulse sound which creates a noise disturbance.
- (h) When the use district designation of the property on which the source of sound originates differs from the designation of the property on which the sound is measured, the maximum permissible sound level of the more restrictive use district designation shall apply.
- (i) For sound emitted on or from public property, the measurement distance shall be 50 feet (15 meters) outside of any property boundary of the public property, and the noise maximum for the use district from where the noise is measured shall apply.
- (j) This section sets forth certain per se violations of this article that occur when a noise exceeds the noise maximums as measured by a sound level meter operated by the director or the director's designee. However, this section is not intended to and does not limit the ways in which violations for creating noise or allowing noise may occur or be experienced, observed, measured, enforced or prosecuted.

(Ordinance 450-10, sec. 4, adopted 9/27/10)

§ 8.03.007. Noise disturbances prohibited; specific noises prohibited.

- (a) No person shall allow, make or cause to be made any noise disturbance in the city, and all such noise ordinances [disturbances] not properly permitted are declared to be a nuisance.
- (b) The following nonexclusive list of activities are declared to be a nuisance in violation of this article if such activities or acts cause a noise disturbance within the city, unless a permit of variance as provided in section 8.03.009 of this article is first obtained, namely:
- (1) Animals. Owning, keeping, possessing or harboring any animals that make noise.
 - (2) Radios, television sets, musical instruments, amplifiers and similar devices; use of drum, loudspeaker, etc., for attracting attention. Using, operating or permitting to be played, used or operated any sound production or reproduction device, radio receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound. The operation of any such radio, instrument, phonograph, television set, machine, loudspeakers or similar device between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 200 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article. The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention to any cause or demonstration, or to any performance, show,

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sale or display of merchandise so as to attract customers to any place of business.

- (3) Loudspeakers or other devices on moving vehicle. The use of mechanical devices, loudspeakers, sound amplifiers or other instruments or devices on trucks or other moving vehicles for the purpose of attracting attention to any cause or demonstration, or for advertising any show, sale or display of merchandise.
- (4) Yelling or other vocal noise. Yelling, screaming, shouting, crying, hooting, yelping, whistling, singing, or other vocal noise created by any person(s).
- (5) Loading operations. The loading or unloading of any vehicle between the hours of 10:00 p.m. and 7:00 a.m. the following day on any premises in a residential district, or within 500 feet of any the [sic] property boundary of any residential property.
- (6) Construction work. Operating or permitting to be operated in a nonresidential district any equipment used in commercial construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto. Operating or permitting to be operated in a residential district, or within 500 feet of any residence, any equipment used in commercial construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto, and/or the erection, including excavation, demolition, alteration or repair, of any building in a residential district, or within 500 feet of any residence, at times other than between the hours of 7:00 a.m. and 7:00 p.m. on Monday through Friday, and 9:00 a.m. and 5:00 p.m. on Saturday and Sunday.
- (7) Vehicle repairs or testing. The repairing, rebuilding, modifying or testing of any motor vehicle (including, without limitation, off-road vehicles and motorcycles) or watercraft on private property, on a public right-of-way, on a public space, on or within 500 feet of a residential use district or a quiet zone, between the hours of 7:00 p.m. and 7:00 a.m. the following day.
- (8) Impulsive sounds. Causing impulsive sound, including but not limited to the use of fireworks, explosives, or the firing of guns or other explosive devices in such a manner as to cause a noise disturbance. This is not intended to repeal or modify any existing ordinances prohibiting such acts and in the event of any conflict the most restrictive regulations shall apply.
- (9) Malfunctioning motor vehicle, residential or other alarms. Causing or allowing a motor vehicle alarm, residential alarm, or other alarm with audible sirens, horns or other devices to operate in a condition that causes repetitive or continuous false alarms due to malfunction or hypersensitivity.
- (10) Powered model mechanical devices. The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar devices, between the hours of 10:00 p.m. and 7:00 a.m. the following day.
- (11) Refuse compacting vehicles. Operating or permitting to be operated any refuse compacting, processing or collection vehicle or parking lot sweeper between the hours of 10:00 p.m. and 7:00 a.m. the following day in any residential district, or within 500 feet of any residence.
- (12) Creating noise in quiet zone. Creating a noise on any street adjacent to any school, hospital, clinic or other noise-sensitive facility, when conspicuous signs are located at such streets indicating that schools, hospitals, clinics or other noise-sensitive facilities are adjacent thereto.
- (13) Vibration. Using or causing the use of any device that creates any ground vibration which is

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perceptible without instruments at any point on or beyond the property boundary of the source if on private property or at 50 feet from the source if on a public space or public right-of-way.

- (14) Stationary nonemergency signaling devices. Sounding or permitting the sounding of any electronically activated or amplified signal from any stationary bell, chime, siren, whistle, or similar device, intended primarily for nonemergency purposes, from any place for more than five minutes during any consecutive 60-minute period.

(Ordinance 450-10, sec. 5, adopted 9/27/10)

§ 8.03.008. Exemptions.

- (a) The following sources of potentially excessive sound shall be exempt from noise control regulation:
 - (1) Safety signals, storm-warning sirens or horns and the testing of such equipment, emergency vehicle sirens or horns used when responding to an emergency, and emergency pressure relief valves.
 - (2) Sound caused in the performance of emergency or public service work, including public utility operations, acting to protect the health, safety or welfare of the community.
 - (3) Sounds caused by natural phenomena.
 - (4) Activities conducted on public parks, public playgrounds and public or private school grounds, including, but not limited to, school athletic and school entertainment events.
- (b) Neither the city, nor its employees or representatives acting within the scope of authorized duties, are subject to the regulations in this article.

(Ordinance 450-10, sec. 6, adopted 9/27/10)

§ 8.03.009. Permits.

- (a) The director is authorized to grant written permits for relief from any provision of this article in the following situations:
 - (1) The noise will be of short duration and the activity cannot be conducted in a manner as to comply with this article.
 - (2) It is reasonable to allow additional time as necessary for a person to alter or modify their activity or operation to comply with this article.
 - (3) No reasonable alternative is available to the applicant and the harm to others is temporary and de minimus.
- (b) An automatic variance will be granted without the payment of permit fees for the purpose of conducting parades or other public events, provided that any noise disturbance created by such activity will be abated when such request is made by a city official authorized to enforce this article.
- (c) The mayor or designated representative may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects of noise created pursuant to a permit of variance and may suspend any permit issued for abuse or violating any provisions prescribed in the permit of variance.
- (d) A fee shall be charged to each applicant for processing permit applications. Fee schedules shall be approved and provided by city council ordinance.

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(Ordinance 450-10, sec. 7, adopted 9/27/10)

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§ 8.03.010. Appeals.

- (a) Any applicant who has been denied a permit of variance or any permittee whose permit has been suspended shall have the right to a hearing before the city council.
- (b) Requests for a hearing shall be made in writing and received by the director within ten days of the date of the denial or the issuance date of the notice of suspension or the appeal is waived. The director shall schedule a hearing before the city council within 30 days of receipt of the request.
- (c) The city council shall have the authority to review all pertinent files and information regarding the applicant/permittee which are in the custody of the director and the applicant/permittee. Additionally, the city council shall have the authority to accept written and verbal testimony from the director, the applicant and interested citizens.
- (d) The city council shall have the authority to assess whether the director acted properly and with authority under this article in denying or suspending a permit. The majority vote of the city council shall determine whether to uphold or reject the director's action. Upholding the action of the director shall affirm the denial or suspension. Rejection of the director's action shall automatically reinstate a suspended permit.
- (e) No person whose permit has been denied or suspended shall create or allow the creation of the noise in dispute prior to final determination by the city council.

(Ordinance 450-10, sec. 8, adopted 9/27/10)

Sec. 551.402. REGISTRATION NOT AUTHORIZED; LICENSE PLATES. (a) The Texas Department of Motor Vehicles may not register a golf cart for operation on a highway regardless of whether any alteration has been made to the golf cart.

(b) A person may operate a golf cart on a highway in a manner authorized by this subchapter only if the vehicle displays a license plate issued under this section.

(c) The Texas Department of Motor Vehicles:

(1) shall by rule establish a procedure to issue license plates for golf carts; and

(2) may charge a fee not to exceed \$10 for the cost of the license plate, to be deposited to the credit of the Texas Department of Motor Vehicles fund.

(d) A golf cart license plate does not expire. A person who becomes the owner of a golf cart for which the previous owner obtained a license plate may not use the previous owner's license plate.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 877 (H.B. 719), Sec. 1, eff. June 14, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 95, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 17, eff. June 14, 2019.

Sec. 601.052. EXCEPTIONS TO FINANCIAL RESPONSIBILITY REQUIREMENT.

(a) Section 601.051 does not apply to:

(1) the operation of a motor vehicle that:

(A) is a former military vehicle or is at least 25 years old;

(B) is used only for exhibitions, club activities, parades, and other functions of public interest and not for regular transportation; and

(C) for which the owner files with the department an affidavit, signed by the owner, stating that the vehicle is a collector's item and used only as described by Paragraph (B);

(2) a neighborhood electric vehicle that is operated only as authorized by Section 551.304;

(2-a) a golf cart that is operated only as authorized by Section 551.403;

(2-b) an off-highway vehicle that is operated only as authorized by Subchapter C, Chapter 551A, or Section 551A.055 of this code or Chapter 29, Parks and Wildlife Code; or

(3) a volunteer fire department for the operation of a motor vehicle the title of which is held in the name of a volunteer fire department.

(b) Subsection (a) (3) does not exempt from the requirement of Section 601.051 a person who is operating a vehicle described by that subsection.

(c) In this section:

(1) "Former military vehicle" has the meaning assigned by Section 504.502(i).

(2) "Volunteer fire department" means a company, department, or association that is:

(A) organized in an unincorporated area to answer fire alarms and extinguish fires or to answer fire alarms, extinguish fires, and provide emergency medical services; and

(B) composed of members who:

(i) do not receive compensation; or

(ii) receive only nominal compensation.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.127(a), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 896, Sec. 3, eff. Sept. 1, 1997.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 11, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. 1303), Sec. 24.016, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 96, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 39, eff. June 14, 2019.

The following section was amended by the 88th Legislature. Pending publication of the current statutes, see H.B. 2190 and H.B. 4504, 88th Legislature, Regular Session, for amendments affecting the following section.

Chapter 12. Traffic and Vehicles

ARTICLE 12.04. PARKING, STOPPING AND STANDING

Division 1. Generally

§ 12.04.001. Definitions.

- (a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

All-Terrain Vehicle – a motor vehicle that is equipped with a seat or seats for the use of the rider, and passenger, if the motor vehicle is designed by the manufacturer to transport a passenger, designed to propel itself with three or more tires in contact with the ground for off-highway use, not designed primarily for farming or lawn care, not more than 50 inches wide.

Boat – All types of watercrafts, whether registered, unregistered, licensed or unlicensed. The term “boat” shall include any wheeled trailer or other device on which such boat is or may be kept, stored, or transported, whether registered or unregistered, licensed, or unlicensed.

Golf Cart – Shall have the meaning assigned by 551.401 of the Texas Transportation Code, as it exists or may be amended and includes a Motor Vehicle designed by the manufacturer primarily for transporting persons on a golf course. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles, neighborhood electric vehicles, off-highway vehicles, four-wheelers, mules, gators and riding lawnmowers.

Mailbox – A public or private box into which mail is deposited and which is located within ten (10) feet of a curb or the pavement edge of a public or private street.

Motor Vehicle – Means a device in, on, or by which a person or property is or may be transported or drawn on a highway, except a device used exclusively on stationary rails or tracks. For purposes of this Article, the term includes Golf Cart but does not include an electric bicycle or an electric personal assistive mobility device. Park or parking - To stand an occupied or unoccupied motor vehicle, other than temporarily while loading or unloading merchandise or passengers.

Operator – The person operating and having physical control over the golf cart. An operator must carry a valid state driver's license.

Owner – Shall have the meaning assigned by Chapter 502.001 of the Texas Transportation Code and shall mean the person who has legal title to the golf cart, has the legal right of possession of the golf cart, or has legal control of it.

Recreational Off-Highway Vehicle – Means a Motor Vehicle that is equipped with a seat or seats for the use of the rider and passengers, if the vehicle is designed by the manufacturer to transport passengers designed to propel itself with four or more tires in contact with the ground designed by the manufacturer for off-highway use by the operator only.

Residentially Zoned – Any area zoned for residential use as defined and designated in the City's Comprehensive Zoning Ordinance, as amended.

Roadway – the portion of a street or highway other than the berm or shoulder, that is improved, designed, or ordinarily used for Motor Vehicle travel. If a highway includes at least two separate roadways, the term applies to each roadway separately.

Sidewalk – the portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines, intended for the use of pedestrians.

Stop, Stopping or Standing – When prohibited, means any halting, even momentarily, of a Motor Vehicle or Golf Cart, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

Store – To place for the purpose of preserving, protecting and securing it for a period in excess of 48 hours.

Street or highway – The entire width between the boundary lines of a publicly maintained way any part of which is open to the use of the public for vehicular travel.

Trailer – Means a vehicle, with or without motive power, designed to be drawn by a Motor Vehicle and to transport persons or property. A trailer cannot be drawn by a golf cart.

Truck – Any semi-tractor or any commercial vehicle with a licensed weight of 6,001 pounds or above.

Utility Trailer – An open, flatbed trailer used to transport cargo, equipment, or other items that may not fit inside a towing vehicle, with low side walls and no roof.

Utility Vehicle – A Motor Vehicle that is not a golf cart and is equipped with side-by-side seating for the use of the operator and a passenger designed to propel itself with at least four tires in contact with the ground.

§ 12.04.002. Presumption that owner of a Motor Vehicle or Golf Cart is responsible for violation.

If any Motor Vehicle or Golf Cart is found upon a street or highway in violation of any provision of this chapter regulating the stopping or parking of a motor vehicle or golf cart and the identity of the driver cannot be determined, the owner, or person in whose name such motor vehicle or golf cart is registered, shall be held prima facie responsible for such violation.

(Ordinance 57-O-68, sec. 21, adopted 12/3/68)

§ 12.04.003. Impoundment of unlawfully parked Motor Vehicle or Golf Cart.

- (a) The chief of police may, whenever he deems it advisable, impound, or cause to be impounded, Motor Vehicle or Golf Cart parked, standing, or being in violation of any provision or provisions of this chapter.
- (b) Such motor vehicle or golf cart shall be impounded at a place designated by the chief of police, and a fee in the amount established by the city shall be paid by the owner of any such motor vehicle or golf cart for release thereof. Such fee shall be paid to the chief of police.
- (c) Said fee is charged as a police regulatory fee, and to offset the expense of impounding, and is not in lieu of any fine hereunder.

(Ordinance 57-O-68, sec. 18, adopted 12/3/68; Ordinance adopting Code)

§ 12.04.004. Manner of Parking.

Except where necessary in obedience to traffic regulations or traffic signs or signals, the driver of any motor or golf cart shall not stop, stand, or park such Motor Vehicle or Golf Cart in a roadway or street other than parallel with the edge of such roadway or street, headed in the direction of traffic and with the curbside wheels of the Motor Vehicle or Golf Cart within six inches of the edge of the roadway or street, except where streets have been marked for angle or head-in parking, and then only between the designated and marked parking lines, and not over or across such lines.

(Ordinance 57-O-68, sec. 16(B), adopted 12/3/68)

§ 12.04.005. General Parking Prohibitions.

- (a) Except when necessary to avoid conflict with other traffic or as otherwise specifically provided herein, or in compliance with law or the directions of a police officer or official traffic-control device, no person shall:
 - (1) Stop, stand, or park a Motor Vehicle or Golf Cart on a street or on the side of a street or street segment when such street or street segment:
 - (A) Is identified under subsection (c) of this section; and
 - (B) Has one or more official signs stating "No Parking" or similar language indicating that no parking is allowed.
 - (2) Stop, stand, or park a Motor Vehicle or Golf Cart:
 - (A) On the roadway side at the edge or curb of a street;
 - (B) On a sidewalk;
 - (C) Within an intersection;
 - (D) On a crosswalk;

- (E) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
 - (F) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - (G) On any railroad track;
 - (H) At any place where official signs prohibit stopping;
 - (I) In front of, over, obstructing or within five feet to either side of a drainage structure opening.
- (3) Stand or park a Motor Vehicle or Golf Cart, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
- (A) In front of a public or private driveway;
 - (B) Within 15 feet of a fire hydrant;
 - (C) Within 20 feet of a crosswalk at an intersection;
 - (D) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign or traffic-control signal located at the side of a roadway;
 - (E) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly sign posted).
- (4) At any place where official signs prohibit standing.

§ 12.04.006. Specific Parking Prohibitions

- (a) Loading Zone. In addition to the general prohibitions contained in Section 12.04.004, no Motor Vehicle or Golf Cart shall be parked in any loading zone for a longer continuous period than is reasonably necessary to load or unload goods or merchandise for the business for which such loading zone is reserved. Provided, however, that this provision shall not apply to the delivery truck of the business for which zone is reserved if such delivery truck has painted upon the side thereof the words "Delivery Truck" together with the name of such business establishment.
- (1) No Motor Vehicle or Golf Cart shall be parked in any loading zone within 50 feet of the nearest rail of a railroad crossing;
 - (2) No Motor Vehicle or Golf Cart shall be parked at any place where official signs prohibit parking;
 - (3) No Motor Vehicle or Golf Cart shall be parked within 10 feet of a public or private mailbox between the hours of 8:00 a.m. and 5:00 p.m.;
 - (4) One loading zone may be established by the chief of police for each mercantile business in the city upon request by the owner thereof to the chief of police.
 - (5) No loading zone shall be for more than one parking space.

(6) Every loading zone shall have painted upon the curb adjacent thereto the words "Loading Zone."

(7) It shall be unlawful to park any Motor Vehicle or Golf Cart in any loading zone, passenger zone, police zone, or fire reserved zone established, designed, and marked as such by the chief of police as heretofore provided, other than those Motor Vehicles or Golf Carts for which such zones were reserved.

(b) Alley. In addition to the general prohibitions contained in Section 12.04.004, no Motor Vehicle or Golf Cart shall be parked within an alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for the free movement of vehicular traffic.

(1) No person shall stop, stand, or park a Motor Vehicle or Golf Cart within an alley in such position as to block the driveway entrance to any abutting property; or

(2) Park a Motor Vehicle or Golf Cart upon any roadway or right-of-way for the principal purpose of:

(A) Displaying such Motor Vehicle or Golf Cart for sale;

(B) Washing, greasing, or repairing such Motor Vehicle or Golf Cart, except for repairs necessitated by an emergency.

(3) Notwithstanding any provision of this division, this division does not authorize parking or standing in any street right-of-way where doing so is not otherwise permitted.

(c) Parking is prohibited on certain streets. Streets or street segments referenced for identification under subsection (a)(1)(A) of this section include:

(1) On both sides of Main Street beginning at Farm to Market 428 (also known as Sherman Drive) north to James Street.

(2) On the northbound side of Frontier Parkway from FM 1385 to Winn Ridge Boulevard.

(3) On both sides of Colt Avenue from Frontier Parkway to Millican Lane.

(4) On both sides of Butch Avenue from Frontier Parkway to Millican Lane.

Commented [ZB1]: Need to verify these are still streets that prohibit parking.

(Ordinance 467-11 adopted 10/18/11; Ordinance 658-19, sec. 1, adopted 2/26/19; Ordinance 784-23 adopted 5/10/2023)

(d) Parking is prohibited on narrow streets. When signs prohibiting parking are erected on any street or streets of 20 feet or less in width, no person shall park a Motor Vehicle or Golf Cart in any such designated place.

(Ordinance 57-O-68, sec. 17(A), adopted 12/3/68)

(e) Parking near hazardous or congested places is prohibited. When signs are erected or curbs are painted upon an approach to hazardous or congested places indicating no parking, no person shall stop, stand or park a Motor Vehicle or Golf Cart in any such designated place.

(Ordinance 57-O-68, sec. 17(B), adopted 12/3/68)

- (f) Parking on streets adjacent to schools is prohibited. When signs are erected or curbs are painted indicating no parking upon either side of the streets adjacent to any school property, no person shall park a Motor Vehicle or Golf Cart in any such designated place.

(Ordinance 57-O-68, sec. 17(C), adopted 12/3/68)

- (g) Parking for purpose of displaying advertising is prohibited. It shall be unlawful for any person to operate or to park on any street any Motor Vehicle or Golf Cart for the primary purpose of displaying advertising, in accordance with Zoning Ordinance 14A, Section 27(2)(d).

(Ordinance 57-O-68, sec. 20, adopted 12/3/68)

§ 12.04.007. Parking in Residentially Zoned Areas

- (a) Notwithstanding any provision of this section to the contrary, the parking of any vehicle or golf cart on a street or street right-of-way remains subject to regulation of parking established pursuant to the city or state traffic laws, zoning regulations, or other applicable law. In the event of any conflict, the more restrictive provision shall govern.

§ 12.04.008. Restrictions.

- (a) It shall be unlawful for any person to park or leave standing on any street or street right-of-way in a residentially zoned area for a period of more than 24 consecutive hours, or for a period of more than 24 total hours during a 48-hour period, a Boat, Motor Vehicle or Golf Cart, Recreational Off-Highway Vehicle, Trailer, Truck, or Utility Trailer.
- (b) It is no defense to prosecution that any such Boat, Motor Vehicle or Golf Cart, Recreational Off-Highway Vehicle, Truck, or Utility trailer is parked or left standing in a residentially zoned area and is then moved any number of times outside of the residentially zoned area or to any other location in a residentially zoned area during said 48-hour period, provided that it is parked or left standing anywhere on a street or street right-of-way in a residentially zoned area for a total of more than 24 hours during said 48-hour period.

(Ordinance 411-08, sec. 3, adopted 10/21/08)

§ 12.04.009. through § 12.04.040. (Reserved)

~~Thursday, March 28, 2024~~ Wednesday, April 17, 2024

Chapter 12. Traffic and Vehicles

ARTICLE 12.07. ~~GOLF CARTS~~ GOLF CARS AND OFF-HIGHWAY VEHICLES

Division 1. Generally

§ 12.07.001. Findings.

- (a) The prohibition on operating ~~G~~golf ~~C~~arts on a highway or street in the city in some circumstances is necessary in the interest of public safety.
- (b) The prohibition on operating unregistered Recreational Off-Highway ~~off-highway vehicles~~ on a highway or street in the city is necessary in the interest of public safety.

(Ordinance PENDING)

§ 12.07.002. Exceptions.

- (a) Golf Carts~~Golf Carts and Off-Highway Vehicles~~ owned and/or operated by any ~~Home Owner~~Homeowner Association (HOA) for parks and amenities maintenance, for official government purposes by the City or any other governmental entity are exempt from this article.
- (b) Golf Carts~~Golf Carts~~ used while evacuating persons during a declared emergency are exempt from regulation by this article during the declared emergency and for 72 hours after the emergency unless otherwise ordered by the City.
- (c) Golf Carts~~Golf Carts and Off-Highway Vehicles~~ operated for the purposes of maintenance and operation of amenities, landscaping, and common areas.

Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

All-Terrain Vehicle — Shall have the meaning assigned by Chapter 551 A. of the Texas Transportation Code.

Golf Cart — Shall have the meaning assigned by Chapter 551.401 of the Texas Transportation Code, as it exists or may be amended, and includes a motor vehicle designed by the manufacturer primarily for transporting persons on a golf course. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles, neighborhood electric vehicles, off-highway vehicles, four-wheelers, mules, gators, and riding lawnmowers.

~~Highway— The width between the boundary lines of a publicly maintained way any part of which is open to the public for vehicular traffic.~~

~~Off-Highway Vehicle— Shall have the meaning assigned by Chapter 551 A. of the Texas Transportation Code, including an all-terrain vehicle or recreational off-highway vehicle or utility vehicle.~~

~~Operator— The person operating and having physical control over the golf cart. An operator must carry a valid state driver license.~~

~~Owner— Shall have the meaning assigned by Chapter 502.001 of the Texas Transportation Code and shall mean the person who has legal title to the golf cart, has the legal right of possession of the golf cart, or has the legal control of it.~~

~~Recreational Off-Highway Vehicle— Shall have the meaning assigned by Chapter 551 A. of the Texas Transportation Code.~~

~~Street— A highway.~~

~~Utility Vehicle— Shall have the meaning assigned by Chapter 551 A. of the Texas Transportation Code.~~

~~(Ordinance PENDING)~~

~~**§ 12.07.003. Penalty.**~~

~~Any person who shall violate any provision of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than five hundred dollars (\$500.00) per offense. Each day of violation shall constitute a separate offense.~~

~~(Ordinance PENDING)~~

~~**§ 12.07.004. Exceptions.**~~

~~(d) — Golf carts and off-highway vehicles owned and/or operated by any Home Owner Association (HOA) for parks and amenities maintenance, for official government purposes by the City or any other governmental entity are exempt from this article.~~

~~(e) — Golf carts used while evacuating persons during a declared emergency are exempt from regulation by this article during the declared emergency and for 72 hours after the emergency unless otherwise ordered by the City.~~

~~(f) — Golf carts and off-highway vehicles operated for the purposes of maintenance and operation of amenities, landscaping, and common areas.~~

~~(Ordinance PENDING)~~

~~**§ 12.07.00361. Prohibited.**~~

It shall be unlawful for a person to operate an Off-Highway Vehicle on the Streets and Highways in the City.

(Ordinance PENDING)

§ 12.07.00~~45~~. through § 12.07.030. (Reserved)

Division 2. ~~GOLF CARTS~~GOLF CARTS

§ 12.07.031. ~~Golf Carts~~Golf Carts Authorized.

It shall be unlawful for a person to operate a ~~Golf Cart~~Golf Cart on the ~~S~~Streets and ~~H~~Highways of the ~~c~~city except as provided in this article.

(Ordinance PENDING)

§ 12.07.032. Equipment and License Plate.

(a) Every ~~golf cart~~Golf Cart operated within the ~~c~~city limits shall be equipped with the following equipment, which shall be operational at all times.;

(1) Tail lamps,

(2) parking brakes, and ~~a~~

(3) ~~a~~ slow-moving vehicle emblem clearly visible in daylight or at night from the light of standard automobile headlamps at a distance of at least 500 feet.;

(b) ~~golf carts~~Golf Carts operating during night hours shall be equipped with the following equipment, which shall be operational at all times.;

(1) headlights,

(2) tail lamps,

(3) reflectors,

(4) parking brake, and

~~(a)~~(5) mirror(s) as provided for in Sections 551.404 and 547.703, respectively, of the Transportation Code.

~~(b)~~(c) Every ~~golf cart~~Golf Cart powered by gasoline shall at all times be equipped with an exhaust system in good working order and shall comply with all state, federal, and ~~c~~city regulations, specifically Article 8.03 (restriction on noises).

~~(c)~~(d) Every ~~golf cart~~Golf Cart shall display a license plate issued by the Texas Department of Motor Vehicles, as provided for in Section 551.402 of the Transportation Code. A person who becomes the owner of a ~~golf cart~~Golf Cart for which a previous owner obtained a license plate may not use the previous owner's license plate.

(Ordinance PENDING)

§ 12.07.033. Operation Authorized in Certain Areas.

- (a)(e) All operators of ~~golf-carts~~Golf Carts shall be licensed to operate a Motor Vehicle as provided by the Texas Transportation Code and shall carry a valid driver license while operating ~~the a~~ Golf Cart.
- (f) Golf Carts may only be operated upon a Street or Highway with a posted speed limit of not more than 35 miles per hour (MPH) unless otherwise restricted.
- (b)(g) All operators of ~~golf-carts~~Golf Carts shall abide by all traffic regulations applicable to vehicular traffic when using any highway-Street in the City.
- (c)(h) ~~Golf-carts~~Golf Carts shall not be operated on public sidewalks, trails, or any location normally used for pedestrian traffic at any time.
- (d) ~~Golf carts may only be operated upon a street or highway with a posted speed limit of not more than 35 miles per hour (MPH) unless otherwise restricted.~~
- (e)(i) A ~~golf-cart~~Golf Cart may cross a ~~s~~hStreet or ~~h~~Hhighway with a posted speed limit of more ~~than~~than 25 mph if said crossing occurs at an intersection and said crossing is perpendicular to the street or highway with a posted speed limit of more than 35 mph.
- (f)(j) The operator of a ~~golf-cart~~Golf Cart on a ~~H~~Hhighway may cross a multi-lane or a county or state route only at intersections with proper traffic-control devices.
- (g)(k) A ~~golf-cart~~Golf Cart may be operated by a motor carrier for the purpose of retrieving or delivering mail and packages on all or part of any ~~H~~Hhighway that has a speed limit of not more than 35 mph.
- (h)(l) All ~~golf-carts~~Golf Carts are entitled to a full use of a lane on the ~~H~~Hhighway and no Motor Vehicle shall be operated in such a manner as to deprive any ~~golf-cart~~Golf Cart of the full use of a lane.
- (i)(m) The operator of a ~~golf-cart~~Golf Cart shall not overtake and pass in the same lane occupied by the ~~Motor v~~Vehicle being overtaken.
- (j)(n) No ~~O~~Operator shall operate a ~~golf-cart~~Golf Cart between lanes of traffic or between adjacent lines of rows of vehicles.
- (k)(o) The ~~O~~Operator and every occupant of a ~~golf-cart~~Golf Cart shall be limited to the seating capacity as designed by the manufacturer and all occupants shall remain seated in a seat designated to hold passengers while the ~~golf-cart~~Golf Cart is in motion.
- (l)(p) Occupants less than six (6) years of age must be restrained by a safety belt.
- (m)(q) No person may ride in the lap of a driver or any other occupant.

(Ordinance PENDING)

§ 12.07.034. through § 12.07.060. (Reserved)

~~§ 12.07.061. Prohibited.~~

~~It shall be unlawful for a person to operate an off-highway vehicle on the streets and highways in the City.~~

~~(Ordinance PENDING)~~

DRAFT

ORDINANCE NO. 838-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING ARTICLE 12.04 “PARKING, STOPPING AND STANDING”, AND ADOPTING ARTICLE 12.07 “GOLF CARTS AND OFF HIGHWAY VEHICLES” OF CHAPTER 12, “TRAFFIC AND VEHICLES”, OF THE CITY’S CODE OF ORDINANCES; ESTABLISHING GOLF CART AND RECREATIONAL OFF-HIGHWAY REGULATIONS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A PENALTY CLAUSE; PROVIDING A CUMULATIVE REPEALER AND SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Aubrey (“City”), located in Denton County, Texas, is a Home Rule Municipality created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Chapter 551 of the Texas Transportation Code allows for the operation of golf carts within municipalities under certain circumstances; and

WHEREAS, the Texas Transportation Code grants the City the authority to control the operation of motor vehicles, including golf carts, using its streets; and

WHEREAS, the City Council of the City of Aubrey (“City Council”) finds that establishing regulation of Golf Carts and Recreational Off-Highway Vehicles is in the best interest of the public health, safety, and welfare of the City, residents, visitors, and users of the highway system; and

WHEREAS, after due deliberations, the City Council finds that the amendment and adoption of this Ordinance is necessary for the safety of the citizens of the City and the general public.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

SECTION 1.

INCORPORATION OF PREMISES

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2.

AMENDED AND ADOPTED PROVISIONS

Section 2.01 Division 1 “Generally” of Article 12.04 Sections 12.04.001 through 12.04.010 of Article 12.04 “Parking, Stopping and Standing”, of Chapter 12, “Traffic and Vehicles” of the Code of Ordinances of the City is hereby repealed in its entirety, and a new Division one “Generally” of

Article 12.04 “Parking, Stopping and Standing”, of Chapter 12, “Traffic and Vehicles” of the Code is hereby adopted to be in read in its entirety as follows, and all other sections of Chapter 12, Article 12.04 not expressly amended or repealed hereby shall remain in full force and effect.

“Article 12.04 Parking, Stopping and Standing.

Division 1. Generally.

Sec. 12.04.001 Definitions.

- (a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

All-Terrain Vehicle – Shall have the meaning assigned by Chapter 551 A. of the Texas Transportation Code

Boat - All types of watercraft, whether registered, unregistered, licensed or unlicensed. The term “boat” shall include any wheeled trailer or other device on which such boat is or may be kept, stored, or transported, whether registered or unregistered, licensed, or unlicensed.

Golf Cart – Shall have the meaning assigned by 551.401 of the Texas Transportation Code, as it exists or may be amended and includes a Motor Vehicle designed by the manufacturer primarily for transporting persons on a golf course. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles, neighborhood electric vehicles, off-highway vehicles, four-wheelers, mules, gators and riding lawnmowers.

Mailbox - A public or private box into which mail is deposited and which is located within ten (10) feet of a curb or the pavement edge of a public or private street.

Motor Vehicle – Means a device in, on, or by which a person or property is or may be transported or drawn on a highway, except a device used exclusively on stationary rails or tracks. For purposes of this Article, the term includes Golf Cart but does not include an electric bicycle or an electric personal assistive mobility device. Park or parking - To stand an occupied or unoccupied motor vehicle, other than temporarily while loading or unloading merchandise or passengers.

Operator – The person operating and having physical control over the golf cart. An operator must carry a valid state driver’s license.

Owner – Shall have the meaning assigned by Chapter 502.001 of the Texas Transportation Code and shall mean the person who has legal title

to the golf cart, has the legal right of possession of the golf cart, or has legal control of it.

Recreational Off-Highway Vehicle – Means a Motor Vehicle that is equipped with a seat or seats for the use of the rider and passengers, if the vehicle is designed by the manufacturer to transport passengers designed to propel itself with four or more tires in contact with the ground designed by the manufacturer for off-highway use by the operator only.

Residentially Zoned - Any area zoned for residential use as defined and designated in the City's Comprehensive Zoning Ordinance, as amended.

Roadway - the portion of a street or highway other than the berm or shoulder, that is improved, designed, or ordinarily used for Motor Vehicle travel. If a highway includes at least two separate roadways, the term applies to each roadway separately.

Sidewalk - The portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines, intended for the use of pedestrians.

Stop, Stopping or Standing - When prohibited, means any halting, even momentarily, of a Motor Vehicle or Golf Cart, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

Store - To place for the purpose of preserving, protecting and securing it for a period in excess of 48 hours.

Street or highway - The entire width between the boundary lines of a publicly maintained way any part of which is open to the use of the public for vehicular travel.

Trailer - Means a vehicle, with or without motive power, designed to be drawn by a Motor Vehicle and to transport persons or property. A trailer cannot be drawn by a golf cart.

Truck - Any semi-tractor or any commercial vehicle with a licensed weight of 6,001 pounds or above.

Utility Trailer - An open, flatbed trailer used to transport cargo, equipment, or other items that may not fit inside a towing vehicle, with low side walls and no roof.

Utility Vehicle - A Motor Vehicle that is not a golf cart and is equipped with side-by-side seating for the use of the operator and a passenger

designed to propel itself with at least four tires in contact with the ground.

Sec. 12.04.002 Presumption that owner of vehicle is responsible for violation.

- (a) If any Motor Vehicle or Golf Cart is found upon a street or highway in violation of any provision of this chapter regulating the stopping or parking of a motor vehicle or golf cart and the identity of the driver cannot be determined, the owner, or person in whose name such motor vehicle or golf cart is registered, shall be held prima facie responsible for such violation.

Sec. 12.04.003 Impoundment of unlawfully parked vehicle or golf cart.

- (a) The chief of police may, whenever he deems it advisable, impound, or cause to be impounded, Motor Vehicle or Golf Cart parked, standing, or being in violation of any provision or provisions of this chapter.
- (b) Such motor vehicle or golf cart shall be impounded at a place designated by the chief of police, and a fee in the amount established by the city shall be paid by the owner of any such motor vehicle or golf cart for release thereof. Such fee shall be paid to the chief of police.
- (c) Said fee is charged as a police regulatory fee, and to offset the expense of impounding, and is not in lieu of any fine hereunder.

Sec. 12.04.004. Manner of Parking.

- (a) Except where necessary in obedience to traffic regulations or traffic signs or signals, the driver of any motor or golf cart shall not stop, stand, or park such Motor Vehicle or Golf Cart in a roadway or street other than parallel with the edge of such roadway or street, headed in the direction of traffic and with the curbside wheels of the Motor Vehicle or Golf Cart within six inches of the edge of the roadway or street, except where streets have been marked for angle or head-in parking, and then only between the designated and marked parking lines, and not over or across such lines.

Sec. 12.04.004 Loading zones.

- (a) No vehicle/golf cart shall be parked in any loading zone for a longer continuous period of time than is reasonably necessary to load or unload goods or merchandise for the business for which such loading zone is reserved. Provided, however, that this provision shall not apply to the delivery truck of the business for which zone is reserved if such delivery truck has painted upon the side thereof the words "Delivery Truck" together with the name of such business establishment.

Sec. 12.04.005 General parking prohibitions.

- (a) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic-control device, no person shall:
 - (1) Stop, stand, or park a Motor Vehicle or Golf Cart on a street or on the side of a street or street segment when such street or street segment:
 - (A) Is identified under subsection (c) of this section; and
 - (B) Has one or more official signs stating “No Parking” or similar language indicating that no parking is allowed.
 - (2) Stop, stand, or park a Motor Vehicle or Golf Cart:
 - (A) On the roadway side at the edge or curb of a street;
 - (B) On a sidewalk;
 - (C) Within an intersection;
 - (D) On a crosswalk;
 - (E) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
 - (F) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - (G) On any railroad track;
 - (H) At any place where official signs prohibit stopping;
 - (I) In front of, over, obstructing or within five feet to either side of a drainage structure opening.
 - (3) Stand or park a Motor Vehicle or Golf Cart, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
 - (A) In front of a public or private driveway;
 - (B) Within 15 feet of a fire hydrant;
 - (C) Within 20 feet of a crosswalk at an intersection;
 - (D) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign or traffic-control signal located at the side of a roadway;
 - (E) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly sign posted).
 - (4) At any place where official signs prohibit standing

Sec. 12.04.006. Specific Parking Prohibitions

- (a) Loading Zone. In addition to the general prohibitions contained in Section 12.04.004, no Motor Vehicle or Golf Cart shall be parked in any loading zone for a longer continuous period than is reasonably necessary to load or unload goods or merchandise for the business for which such loading zone is reserved. Provided, however, that this provision shall not apply to the delivery truck of the business for which zone is reserved if such delivery truck has painted upon the side thereof the words "Delivery Truck" together with the name of such business establishment.
 - (1) No Motor Vehicle or Golf Cart shall be parked in any loading zone within 50 feet of the nearest rail of a railroad crossing;
 - (2) No Motor Vehicle or Golf Cart shall be parked at any place where official signs prohibit parking;
 - (3) No Motor Vehicle or Golf Cart shall be parked within 10 feet of a public or private mailbox between the hours of 8:00 a.m. and 5:00 p.m.:
 - (4) One loading zone may be established by the chief of police for each mercantile business in the city upon request by the owner thereof to the chief of police.
 - (5) No loading zone shall be for more than one parking space:
 - (6) Every loading zone shall have painted upon the curb adjacent thereto the words "Loading Zone."
- (b) It shall be unlawful to park any Motor Vehicle or Golf Cart in any loading zone, passenger zone, police zone, or fire reserved zone established, designed, and marked as such by the chief of police as heretofore provided, other than those Motor Vehicles or Golf Carts for which such zones were reserved.
- (c) Alley. In addition to the general prohibitions contained in Section 12.04.004, no Motor Vehicle or Golf Cart shall be parked within an alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for the free movement of vehicular traffic.
 - (1) No person shall stop, stand, or park a Motor Vehicle or Golf Cart within an alley in such position as to block the driveway entrance to any abutting property; or
 - (2) Park a Motor Vehicle or Golf Cart upon any roadway or right-of-way for the principal purpose of:
 - (A) Displaying such Motor Vehicle or Golf Cart for sale;
 - (B) Washing, greasing, or repairing such Motor Vehicle or Golf Cart, except for repairs necessitated by an emergency.

- (3) Notwithstanding any provision of this division, this division does not authorize parking or standing in any street right-of-way where doing so is not otherwise permitted
- (d) Parking is prohibited on certain streets. Streets or street segments referenced for identification under subsection (a)(1)(A) of this section include:
 - (1) On both sides of Main Street beginning at Farm to Market 428 (also known as Sherman Drive) north to James Street.
 - (2) On the northbound side of Frontier Parkway from FM 1385 to Winn Ridge Boulevard.
 - (3) On both sides of Colt Avenue from Frontier Parkway to Millican Lane.
 - (4) On both sides of Butch Avenue from Frontier Parkway to Millican Lane.
- (e) Parking is prohibited on narrow streets. When signs prohibiting parking are erected on any street or streets of 20 feet or less in width, no person shall park a Motor Vehicle or Golf Cart in any such designated place.
- (f) Parking near hazardous or congested places is prohibited. When signs are erected or curbs are painted upon an approach to hazardous or congested places indicating no parking, no person shall stop, stand or park a Motor Vehicle or Golf Cart in any such designated place.
- (g) Parking on streets adjacent to schools is prohibited. When signs are erected or curbs are painted indicating no parking upon either side of the streets adjacent to any school property, no person shall park a Motor Vehicle or Golf Cart in any such designated place.
- (h) Parking for purpose of displaying advertising is prohibited. It shall be unlawful for any person to operate or to park on any street any Motor Vehicle or Golf Cart for the primary purpose of displaying advertising, in accordance with Zoning Ordinance 14A, Section 27(2)(d).

Sec. 12.04.007. Parking in Residentially Zoned Areas

- (a) Notwithstanding any provision of this section to the contrary, the parking of any vehicle or golf cart on a street or street right-of-way remains subject to regulation of parking established pursuant to the city or state traffic laws, zoning regulations, or other applicable law. In the event of any conflict, the more restrictive provision shall govern.

Sec. 12.04.008. Restrictions.

- (a) It shall be unlawful for any person to park or leave standing on any street or street right-of-way in a residentially zoned area for a period of more than 24 consecutive hours, or for a period of more than 24 total hours during a 48-hour

period, a Boat, Motor Vehicle or Golf Cart, Recreational Off-Highway Vehicle, Trailer, Truck, or Utility Trailer.

- (b) It is no defense to prosecution that any such Boat, Motor Vehicle or Golf Cart, Recreational Off-Highway Vehicle, Truck, or Utility trailer is parked or left standing in a residentially zoned area and is then moved any number of times outside of the residentially zoned area or to any other location in a residentially zoned area during said 48-hour period, provided that it is parked or left standing anywhere on a street or street right-of-way in a residentially zoned area for a total of more than 24 hours during said 48-hour period.”

Section 2.02 Division 2 “Parking in Residentially Zoned Areas” of Article 12.04 of Chapter 12 “Traffic and Vehicles” of the Code of Ordinance of the City of Aubrey is hereby repealed in its entirety and all other sections of Chapter 12, Article 12.04 not expressly amended or repealed hereby shall remain in full force and effect.

Section 2.03 Chapter 12 “Traffic and Vehicles” of the Code of Ordinances of the City of Aubrey is hereby amended to adopt a new Article 12.07 entitled “Golf Carts and Off-Highway Vehicles” which shall be read in its entirety as follows, and all other sections of Chapter 12 not expressly amended or repealed hereby shall remain in full force and effect:

“Sec. 12.07.001 Findings.

- (a) The prohibition on operating Golf Carts on a Highway or Street in the city in some circumstances is necessary in the interest of public safety.
- (b) The prohibition on operating unregistered Recreational Off-Highway Vehicles on a Highway or Street in the city is necessary in the interest of public safety.

Sec. 12.07.002 Exceptions.

- (a) Golf Carts and Off-Highway Vehicles owned and/or operated by any Homeowner Association (HOA) for parks and amenities maintenance, for official government purposes by the City or any other governmental entity are exempt from this article.
- (b) Golf Carts used while evacuating persons during a declared emergency are exempt from regulation by this article during the declared emergency and for 72 hours after the emergency unless otherwise ordered by the City.
- (c) Golf Carts and Off-Highway Vehicles operated for the purposes of maintenance and operation of amenities, landscaping, and common areas.

Sec. 12.07.003 Prohibited on Streets and Highways.

- (a) It shall be unlawful for a person to operate an off-highway vehicle on the streets and highways in the City.

Sec. 12.07.004 Golf Carts Authorized.

- (a) It shall be unlawful for a person to operate a Golf Cart on the Streets and Highways of the city except as provided in this article.

Sec. 12.07.005 Equipment and License Plate.

- (a) Every Golf Cart operated within the city limits shall be equipped with the following equipment, which shall be operational at all times:
 - (1) Tail lamps,
 - (2) parking brakes, and
 - (3) a slow-moving vehicle emblem clearly visible in daylight or at night from the light of standard automobile headlamps at a distance of at least 500 feet.
- (b) Golf Carts operating during night hours shall be equipped with the following equipment, which shall be operational at all times:
 - (1) headlights,
 - (2) tail lamps,
 - (3) reflectors,
 - (4) parking brake, and
 - (5) mirror(s) as provided for in Sections 551.404 and 547.703, respectively, of the Transportation Code.
- (c) Every Golf Cart powered by gasoline shall at all times be equipped with an exhaust system in good working order and shall comply with all state, federal, and city regulations, specifically Article 8.03 (restriction on noises).
- (d) Every Golf Cart shall display a license plate issued by the Texas Department of Motor Vehicles, as provided for in Section 551.402 of the Transportation Code. A person who becomes the owner of a Golf Cart for which a previous owner obtained a license plate may not use the previous owner's license plate.

Sec. 12.07.006 Operation Authorized in Certain Areas.

- (a) All operators of Golf Carts shall be licensed to operate a Motor Vehicle as provided by the Texas Transportation Code and shall carry a valid driver license while operating a Golf Cart.
- (b) Golf Carts may only be operated upon a Street or Highway with a posted speed limit of not more than 35 miles per hour (MPH) unless otherwise restricted.
- (c) All operators of Golf Carts shall abide by all traffic regulations applicable to vehicular traffic when using any Street in the City.
- (d) Golf Carts shall not be operated on public sidewalks, trails, or any location normally used for pedestrian traffic at any time.
- (e) A Golf Cart may cross a Street or Highway with a posted speed limit of more than 25 mph if said crossing occurs at an intersection and said crossing is perpendicular to the street or highway with a posted speed limit of more than 35 mph.
- (f) The operator of a Golf Cart on a Highway may cross a multi-lane or a county or state route only at intersections with proper traffic-control devices.

- (g) A Golf Cart may be operated by a motor carrier for the purpose of retrieving or delivering mail and packages on all or part of any Highway that has a speed limit of not more than 35 mph.
- (h) All Golf Carts are entitled to a full use of a lane on the Highway and no Motor Vehicle shall be operated in such a manner as to deprive any Golf Cart of the full use of a lane.
- (i) The operator of a Golf Cart shall not overtake and pass in the same lane occupied by the Motor Vehicle being overtaken.
- (j) No Operator shall operate a Golf Cart between lanes of traffic or between adjacent lines of rows of vehicles.
- (k) The Operator and every occupant of a Golf Cart shall be limited to the seating capacity as designed by the manufacturer and all occupants shall remain seated in a seat designated to hold passengers while the Golf Cart is in motion.
- (l) Occupants less than six (6) years of age must be restrained by a safety belt.
- (m) No person may ride in the lap of a driver or any other occupant."

SECTION 3. PENALTY

Any person, firm, or corporation violating any of the provisions of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as may be provided for in the Code of Ordinances of the City, and upon conviction, shall be punished by a fine not to exceed five hundred dollars (\$500.00) for each offense.

SECTION 4. SAVINGS

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any other ordinance which has been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, such pre-existing ordinances shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5. SEVERABILITY

If any provision, section, subsection, article, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstances is held invalid, void, or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, and the remaining portions shall remain in full force and effect.

SECTION 6. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall

take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen on the date of adoption of this Ordinance or under such portion of any other ordinance shall continue to be governed by the provisions of such ordinances and for that purpose such ordinances shall remain in full force and effect.

**SECTION 7.
PUBLICATION**

The City Secretary of the City is hereby directed to publish the caption, penalty, and effective date of this Ordinance as required by law.

**SECTION 8.
EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

DULY PASSED, APPROVED AND ADOPTED by the City Council of the City of Aubrey, Texas, on this the _____ day of _____, 2024.

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



City Council Meeting
Staff Report
April 25, 2024

Agenda Item

Consideration and action on removing and/or appointing member(s) to the Aubrey Parks and Recreation Board. (Susan McCormack Resignation)

Staff Contact

Christy Sayer, Administrative Coordinator
csayer@aubreytx.gov

Summary

On March 25th, we received the resignation of Susan McCormack from the Parks & Recreation Board, effective immediately.

Financial Summary

N/A

Staff Recommended Motion

Approve

Conditions

N/A

Jenny Hicks

Subject: FW: Parks Board - Susan

From: Susan McCormack <smccormack@aubreytx.gov>
Sent: Monday, March 25, 2024 11:20 AM
To: Christy Sayer <csayer@aubreytx.gov>
Subject: Re: Parks Board

Hey Christy,

Will an email serve as my formal request to step down from the Board? If so....

I, Susan McCormack, formally request the City Council of Aubrey, TX approve my request to step down from the Parks and Recreation Board effective immediately.

Thank you!!

~Susan V McCormack

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From: Christy Sayer <csayer@aubreytx.gov>
Sent: Thursday, March 7, 2024 9:21:44 AM
To: Susan McCormack <smccormack@aubreytx.gov>
Subject: Parks Board

Hey Susan,

We just need something in writing from you stating that you would like to resign from the board. Just email it over to Jenny and myself.

Thank you,



Christy Sayer
Events & Program Coordinator
Direct: (214) 471-4565
Website: www.aubreytx.gov
510 Rockhill Rd, Aubrey, TX 76227