

# City Council Meeting

Aubrey City Hall  
107 S. Main St  
Aubrey, TX 76227  
June 27, 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.)*

---

## **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.

1. Upcoming Library Programs
2. Swearing-in of new firefighters

**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 May 23, 2024 meeting
2. Approve the minutes of the June 15, 2024 meeting.
3. Approve Monthly Staff Reports
4. Approve Monthly Financial Report
5. Approve an Interlocal Agreement with Texas Municipal League for 2024-2025 Cyber Liability and Data Breach Response Coverage Updates
6. Approve Resolution 967-24 for the temporary closure of Main Street during the annual Holiday Tree Lighting on December 4, 2024.
7. Approve a request for an extension of the expiration date of the Preliminary Plat for the Ribbonwood development.
8. Approve an Interlocal Agreement between the City of Aubrey and the Clear Sky Municipal Utility District for solid waste services.



9. Approve an Interlocal Agreement between the City of Aubrey and the Ribbonwood Municipal Utility District for solid waste services.

**New Business:** New items previously requested for consideration.

1. Consideration and action for site plan approval for Shop at High Meadows, Lot 4R1, Block A of the Garland Wilson Addition, located at the southwest corner of the intersection of E. Highmeadow Drive and Betty Lane, City of Aubrey, Denton County, Texas. (*CLR Realty Group, LLC*)
2. Hold a public hearing, consider, and act on an Ordinance amending Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, Section 6. Conditional Uses and Specific Use Permits, to provide for regulations for Alcoholic Beverage Sales through a Specific Use Permit (SUP) and amending Section 15. GR-General Retail, Section 16. SC-Shopping Center, Section 17. C-Commercial, Section 18. IND-Industrial, and Section 20. PD-Planned Development District to provide for regulations for Alcoholic Beverage Sales by Specific Use Permit. (*City of Aubrey*)
3. Hold a public hearing, consider, and act on an Ordinance for a Specific Use Permit request to allow for the sale of alcoholic beverages in conjunction with a restaurant use for Brothers Mexican Restaurant, 1001 Highway 377, Suite 109, City of Aubrey, Denton County, Texas. (*Brothers Mexican Restaurant, Jorge Perez*)
4. Consideration and action on a Resolution granting a petition requesting annexation into the extraterritorial jurisdiction and corporate limits of the City of Aubrey by MM Aubrey 160, LLC, owners of approximately 160 acres of land, generally located on the Frederick H. Pollard Survey, Abstract No 995, Denton County, Texas, setting a Public Hearing for the annexation; authorizing staff to negotiate and enter into a written services agreement with Owner. (*Duck Point Development*)
5. 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 portion of FM 1385, beginning at the city limits just south of the intersection of FM 1385 and Winn Ridge Blvd, continuing north to the intersection of FM 1385 and FM 428, and to include any additional adjacent right-of-way, Denton County, Texas.
6. 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 portion of FM 428, beginning at the intersection of FM 1385 and FM 428, continuing west to the intersection of FM 428 and FM 2931, and to include any additional adjacent right-of-way, Denton County, Texas.
7. Consideration and action on an Encroachment Agreement for Highpointe Ranch, Phase 1B for a canopy structure in and above the right-of-way of Bronco Lane.

8. Consideration and action on a First Amended and Restated Development Agreement between the City and Lennar Homes of Texas Land and Construction, Ltd.
9. Consideration and action on appointing a member to the Parks and Recreation Board as an alternate.
10. Consideration and action on a Resolution appointing a member of the Denco 9-1-1 Board of Managers.

**Department Updates and Discussion:**

1. Administration & Finance: None
2. Library: None
3. Fire Department: Fire Station Construction Updates
4. Police Department: None
5. Public Works: Parks updates
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:
  - High Pointe Ranch Development Agreement
  - Wastewater Treatment Plant
  - Project 38
  - *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
  - Lennar Development Agreement

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.

**-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](http://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 Council Meeting Minutes

Aubrey City Hall  
107 S. Main St  
Aubrey, TX  
76227  
May 23, 2024  
6:00 PM



## **Call to Order - Determine if a Quorum is Present:**

The meeting was called to order at 6:01 PM.

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

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

**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."

Eli Fullen of New Hope Baptist Church offered the Invocation and led the Pledge of Allegiance.

## **Community Announcements:**

- Swearing-in of Police Officer Summer Housmans
- Summer Music Series May 31st at 6:00 PM and June 15th at 5:30 PM at Veterans Memorial Park
- Library Manager Brittany McLain announced the Summer Reading program at the Library.
- Fire Chief Eric Schlotter presented a Fire Department Podium built by Firefighter Sam Davis.

**Citizen Input:** None

**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. Minutes of the April 25, 2024 meeting.
2. Approve Monthly Staff Reports.
3. Approve Monthly Financial Report.
4. Approve Ordinance 850-24 amending the Code of Ordinances adopting the electronic storage of records.
5. Approve Resolution 959-24 for the temporary closure of Main Street during the Annual Peanut Festival on October 5, 2024.
6. Approve Resolution 962-24 amending the City of Aubrey's Human Resources Policies & Procedures Manual.
7. Accept the resignation of Phil Moore from the Aubrey Area Library Advisory Board.
8. Approve a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for U.S. Highway 377 Utility Relocation Project for an amount not to exceed \$530,000.
9. Approve a Professional Engineering Services Agreement - Amendment No. 1 with Birkhoff, Hendricks and Carter for the Dane Street Water Line W5, Phase 2A Project for an amount not to exceed \$47,000.
10. Approve a Professional Services Agreement with Plummer Associates, Inc. for an updated Water Conservation and Drought Contingency Plan for an amount not to exceed \$49,845.
11. Approve an Interlocal Agreement between the City of Aubrey and the Ribbonwood Municipal Utility District for public infrastructure inspections at the Ribbonwood Subdivision Development.
12. Approve the transfer of ownership of a 2017 Ford Explorer from the City of Aubrey to the Town of Providence Village due to established vehicle replacement criteria and authorize the Police Department to execute title transfer documents on behalf of the City of Aubrey.

**Item number 8 was removed from consent and acted on in a separate motion.**

**Council Member Jeff Perry made a motion to approve the remaining Consent Agenda items. Council Member Matt Jones seconded. Motion carried unanimously.**

**Council Member Jeff Perry made a motion to approve item 8 with a not-to-exceed amount of \$983,200. Council Member Randy Jones seconded. Motion carried unanimously.**

**New Business:** New items previously requested for consideration.

1. Present the Certificate of Election and Administer the Statement of Elected Officials and Official Oaths to the declared candidates elect Council Place 1, Jeff Perry; Council Place 2, Matt Jones; and Council Place 5, Chuck Fikes.

**The Certificates of Election were presented, and the Statement of Elected Officials and Oath were administered to the declared candidates elect Council Place 1, Jeff Perry; Council Place 2, Matt Jones; Council Place 5, Chuck Fikes.**

2. Consideration and action on appointing a Mayor Pro Tem for a One Year Term.

**Council Member Chuck Fikes made a motion to appoint Jeff Perry as Mayor**

**Pro Tem. Council Member Matt Jones seconded. Motion carried unanimously.**

3. Consideration and action on appointing a Deputy Mayor Pro Tem for a one-year term.

**Council Member Jeff Perry made a motion to appoint Chuck Fikes as Deputy Mayor Pro Tem. Council Member Erin Allen seconded. Motion carried unanimously.**

4. Consideration and action on Resolution 958-24 designating authorized signatories for the City's banking and financial accounts and approving a wire transfer agreement.

**Council Member Randy Jones made a motion to approve the Resolution. Council Member Matt Jones seconded. Motion carried unanimously.**

5. Consideration and action on appointing a City Council Liaison to Parks and Recreation Board.

**Council Member Chuck Fikes made a motion to appoint Randy Jones as the Parks Board Liaison. Council Member Jeff Perry seconded. Motion carried unanimously.**

6. Consideration and action on a Site Plan for Winn Ridge, Phase 1B, Lot 4X, Block E and right-of-way abandonment (proposed Lot 4R1), being approximately 1.66 acres of land out of the William Lumpkin Survey, Abstract No. 730, within the City of Aubrey, Denton County, Texas. (*City of Aubrey*)

**City Planner Helen-Eve Beadle provided information.**

**Council Member Jeff Perry made a motion to approve with conditions. Council Member Randy Jones seconded. Motion carried unanimously.**

**Conditions:**

1. A photometric plan for site lighting meeting the City's lighting standards shall be submitted prior to a permit being issued for exterior lighting;
  2. The project engineer shall submit a statement of compliance with the City's subdivision and engineering design standards; and
  3. The lot configuration and associated utility and visibility easements shall be revised to follow the existing right-of-way and parkway configuration along the northeast portion of the lot.
7. Consideration and action on a Replat for Winn Ridge, Phase 1B, Lot 4X, Block E and right-of-way abandonment, (proposed Lot 4R1), being approximately 1.66 acres of land out of the William Lumpkin Survey, Abstract No. 730, within the City of Aubrey, Denton County, Texas. (*City of Aubrey*)

**City Planner Helen-Eve Beadle provided information.**

**Council Member Randy Jones made a motion to approve with conditions. Council Member Chuck Fikes seconded. Motion carried unanimously.**

**Conditions:**

1. The project engineer shall submit a statement of compliance with the City's subdivision and engineering design standards;
  2. The Winn Ridge HOA Owner signature block shall be removed from the Replat;
  3. The Winn Ridge HOA references shall be removed from the notes, owner's certificate, and the signature block; and
  4. The lot configuration and associated utility and visibility easements shall be revised to follow the existing ROW and parkway configuration along the northeast portion of the lot.
8. Consideration and action on a Final Plat for Saratoga Phase 1 containing 14 residential lots, three (3) open space lots, and one (1) lift station lot in 15.477 acres of land out of the T. Chambers Survey, Abstract No. 223, within the Extraterritorial Jurisdiction of the City of Aubrey, Denton County, Texas (*550 Belmont Development, LP & HMH Saratoga Land LLC*)

**City Planner Helen-Eve Beadle provided information.**

**Council Member Jeff Perry made a motion to approve with conditions. Council Member Matt Jones seconded. Motion carried unanimously.**

**Conditions:**

1. Final engineering approval of civil plans is needed by the City Engineer (review letter included in agenda packet online);
  2. Drainage and access easements identified but not complete with recording information are to be added to the Final Plat prior to filing;
  3. HOA documents shall be submitted and approved by the City Attorney and filed in conjunction with the Final Plat;
  4. An HOA lot will be created for the median in Omaha Street; and
  5. Any existing structures on the property shall be removed prior to site development.
9. Consideration and action on a Final Plat for Saratoga Phase 1A containing 162 residential lots and one (1) open space lots in 25.729 acres of land out of the T. Chambers Survey, Abstract No. 223, within the Extraterritorial Jurisdiction of the City of Aubrey, Denton County, Texas (*HMH Saratoga Land LLC*)

**City Planner Helen-Eve Beadle provided information.**

**Council Member Erin Allen made a motion to approve with conditions. Council Member Jeff Perry seconded. Motion carried unanimously.**

**Conditions:**

1. Final engineering approval of civil plans is needed by the City Engineer (review letter included in agenda packet online);
2. Drainage and access easements identified but not complete with recording information are to be added to the Final Plat prior to filing;
3. HOA documents shall be submitted and approved by the City Attorney and filed in conjunction with the Final Plat;
4. Landscape, Screening, retaining walls, and irrigation plans shall be submitted and approved prior to referenced work commencing;

5. **Any existing structures on the property shall be removed prior to site development.**
10. Consideration and action on a Final Plat for Saratoga Phase 2A containing 154 residential lots and four (4) open space lots in 31.60 acres of land out of the T. Chambers Survey, Abstract No. 223, within the Extraterritorial Jurisdiction of the City of Aubrey, Denton County, Texas (*HMH Saratoga Land LLC*)

**City Planner Helen-Eve Beadle provided information.**

**Council Member Erin Allen made a motion to approve with conditions. Council Member Jeff Perry seconded. Motion carried unanimously.**

**Conditions:**

1. **Final engineering approval of civil plans is needed by the City Engineer (review letter included in the online agenda packet);**
  2. **Drainage and access easements identified but not complete with recording information are to be added to the Final Plat prior to filing;**
  3. **HOA documents shall be submitted and approved by the City Attorney and filed in conjunction with the Final Plat;**
  4. **Landscape, Screening, retaining walls, and irrigation plans shall be submitted and approved prior to referenced work commencing;**
  5. **Any existing structures on the property shall be removed prior to site development.**
11. Consideration and action on an Amending Plat for Chase Oaks, Lots 5R1 and 4, Block 1 to Lots 5R1-A and 4-A, Block 1, containing two (2) lots in 15.00 acres of land out of the H. White Survey, Abstract No. 1332, within the City of Aubrey Extraterritorial Jurisdiction and jurisdiction of Denton County, Texas (*H&L Partners, LLC & Monica J. Lucibello*)

**City Planner Helen-Eve Beadle provided information.**

**Council Member Erin Allen made a motion to approve with conditions. Council Member Jeff Perry seconded. Motion carried unanimously.**

**Conditions:**

1. **The plat shall be retitled Amending Plat; and**
  2. **The County and City need to determine how plat in two (2) jurisdictions will be processed.**
12. Consideration and action on an Amending Plat for Blackjack Addition Lots 3R and 2R, Block A to Lots 2R1 & 3R-1, Block A, containing two (2) lots in 27.847 acres of the Thomas White Survey, Abstract No. 223, within the City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas (*Wade L. & Judi K. Veeder and 1555 Blackjack, LLC*)

**City Planner Helen-Eve Beadle provided information.**

**Council Member Randy Jones made a motion to approve with the condition that**



**the requirements for filing are met: Signed Amending Plat, tax certificate for filing, completion of improvements, and filing fees shall be provided. Council Member Jeff Perry seconded. Motion carried unanimously.**

13. Consideration and action on a Replat for VR Estates, Lot 3-A-1 to Lots 3-A-1-1 and 3-A-1-2, containing two (2) lots in 3.626 acres of the T. Chambers Survey, Abstract No. 223, within the City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas (*Wilber E. Fifer & Margaret Ann Fifer*)

**City Planner Helen-Eve Beadle provided information.**

**Council Member Erin Allen made a motion to approve with the condition that the requirements for filing are met: Signed Amending Plat, tax certificate for filing, completion of improvements, and filing fees shall be provided. Council Member Jeff Perry seconded. Motion carried unanimously.**

14. Consider and act on an Ordinance regarding a proposed annexation of certain property located within the extraterritorial jurisdiction of the City of Aubrey, being situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, further described as an approximate 1.078 acre tract, being a part of the existing 60-foot wide row of Redfearn Road and the new variable width row on the east side of US Highway 377, south of Redfearn Road and any additional associated right-of-way.

**City Manager Charles Kreidler provided information.**

**Council Member Jeff Perry made a motion to approve. Council Member Matt Jones seconded. Motion carried unanimously. (Ordinance No 851-24)**

15. Consideration and action on a Resolution setting dates, time, and place for public hearings on the proposed annexation of property identified as being the portion of FM 1385, beginning at the city limits just south of the intersection of FM 1385 and Winn Ridge Blvd and ending at the intersection of FM 1385 and FM 428, and any additional adjacent right-of-way, Denton County, Texas, by the City of Aubrey, Texas; authorizing and directing the City Secretary to publish and mail such public hearings; and authorizing and directing city staff to prepare a service plan for said property.

**City Manager Charles Kreidler provided information.**

**Council Member Matt Jones made a motion to approve Resolution No 960-24 setting Public Hearing dates of June 15, 2024 at 8:00 AM and June 27, 2024 at 6:00 PM at City Hall. Council Member Jeff Perry seconded. Motion carried unanimously. (Resolution 960-24)**

16. Consideration and action on a Resolution setting dates, time, and place for public hearings on the proposed annexation of property identified as being the portion of FM 428, beginning at the intersection of FM 1385 and FM 428 and ending at the intersection of FM 428 and FM 2931, and any additional adjacent right-of-way, Denton County, Texas, by the City of Aubrey, Texas; authorizing and directing the City Secretary to publish and mail such public hearings; and authorizing and directing city staff to prepare a service plan for said property.

**City Manager Charles Kreidler provided information.**

**Council Member Matt Jones made a motion to approve Resolution No 961-24 setting Public Hearing Dates of June 15, 2024 at 8:00 AM and June 27, 2024 at 6:00 PM at City Hall. Council Member Jeff Perry seconded. Motion carried unanimously. (Resolution 961-24)**

17. Hold a Public Hearing regarding the creation of the Duck Point Public Improvement District, an approximate 160 acres of land situated in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas, within the extraterritorial jurisdiction of the City of Aubrey, Texas.

**The public hearing opened at 6:40 p.m. and closed at 6:49 p.m.**

**Zoe Lorio, with T. Wilson Associates, and Sean Terry, of Centurion American Development Group, provided information.**

**No citizens spoke during the public hearing.**

18. Consideration and action on removing and/or appointing member(s) to the Aubrey Parks and Recreation Board.

**Council Member Erin Allen made a motion to accept the resignation of Susan McCormack, and appoint Alan Holland as a board member and appoint Jesse Kemp and Erin Bansal as alternate members. Council Member Jeff Perry seconded. Motion carried unanimously.**

19. Consideration and action setting dates for budget workshops and/or special meetings.

**A Special Meeting and Workshop will be held on June 15th at 8:00 a.m. at City Hall.**

20. Receive a report, and take action on awarding a bid to Level One Paving, Inc. for the 2024 Street Rehabilitation and Concrete Work Project, and authorizing the City Manager to execute the necessary contract documents.

**Council Member Erin Allen made a motion to award the bid to Level One, Inc. Council Member Jeff Perry seconded. Motion carried unanimously.**

**Department Updates and Discussion:**

1. Fire Department:
  - Fire Station Construction Update
2. Police Department:
  - Update on Council Chamber: hope to be ready for August meeting
  - Flock Cameras are installed and operating
3. Public Works:
  - Water Update: Faulkner Well is running; Rockhill well is down

4. Municipal Development:
  - Magazine Ad

**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:

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:
  - High Pointe Ranch Development, Agreement, and Plats
  - Wastewater Treatment Plant
  - Project 38
  - *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
  - Jackson Ridge PID Refunding
  - Charter policies and requirements
  - Knuckles Road Development
  - Lennar Development Agreement
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
3. **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 Manager - Organizational Structure
4. **Section 551.087 Economic Development Negotiations.** To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect:
  - Knuckles Road Development Incentives

**Motion to Recess into Executive Session.**

**Council member Jeff Perry made a motion to recess into Executive Session at 7:02 p.m. Council Member Matt Jones seconded. Motion carried unanimously.**

**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.

**The City Council reconvened into open session at 9:28 p.m.**

1. Consideration and action on a Preliminary Plat of HighPointe Ranch, being approximately 460.75 acres out of the Francesco Trevino Survey, Abstract 1243, generally located east of Highway 377, south of E Blackjack Rd and north of Springhill Rd.

**Planner Helen-Eve Beadle Provided information.**

**Thomas Fletcher, with Kimley Horn, provided information.**

**Council Member Erin Allen made a motion to recess into Executive Session under Section 551.071(1) and (2) Consultation with Attorney at 10:00 p.m. regarding this item. Council Member Randy Jones seconded. Motion carried unanimously.**

**The City Council reconvened into regular session at 10:05 p.m.**

**Council Member Erin Allen made a motion to deny the Preliminary Plat of HighPointe Ranch, being approximately 460.75 acres out of the Francesco Trevino Survey, Abstract 1243, generally located east of Highway 377, south of E Blackjack Rd and north of Springhill Rd based on the following nine reasons. Council Member Jeff Perry seconded. Motion carried unanimously.**

**Denial Reasons:**

1. An acceptable corridor through the development for the Upper Trinity Regional Water District transmission line for delivery of water supply to Aubrey has not been provided and that line is necessary to support the entire development. Provide the easement locations throughout the entire Preliminary Plat. Article 11, Appendix B, Final Plat Checklist (Easements); Chapter 10A – 4.01. Adequate Public Facilities Policy (a) through (f).
2. Failure to provide fees pursuant to the Development Agreement as required for the development of the Property with proper utilities for City Reimbursable Public Improvements to be paid to Developer via the TIRZ as identified in Section 3.2 of the Development Agreement. Per the Development agreement:

**“...the Development requires the construction of certain offsite wastewater improvements (the "Offsite Wastewater Improvements") as defined herein and described in Exhibit G, attached hereto, and together both the Offsite Roadway Improvements and the Offsite Water Improvements are referred to as the "Offsite Improvements")”.**

- Exhibit G, H, I and J identify Developer's Cost Participation for public facilities to be reimbursed to Developer for funds expended.
3. Failure to pay fees for Public Infrastructure Improvements imposed on the property owner as determined by the City Engineer to be roughly proportionate to the demand created by the development on the City's Public Facilities System. Required fees must be paid pursuant to the Rough Proportionality Study to provide necessary capacity for wastewater. City Engineer's Rough Proportionality Study for Wastewater Treatment.
  4. Update the Preliminary Plat - The Preliminary Plat is no longer accurate due to changes in the Final Plat for Phases 1A and 1B; those changes have impacted the street alignment on the remainder of the Property and must be amended to reflect current conditions so that final plats may be reviewed. Article 2, Procedures, Section 4, Subsection 4.01.
  5. The required HOA documents have not been submitted with the Preliminary Plat as required by Subdivision Ordinance, Article 4, Section 4, Property Owners or Homeowners Associations., Section: 10A-4.01
  6. Submission Procedures and City Review Process for All Types of Plats have not been completed: Article 2, Procedures, Section 1:
    - a. 1.05, b,(1) Not all of the owners of the Preliminary Plat property have signed the Preliminary Plat Application;
    - b. 1.05, b,(9) Letter has not been sent to AISD providing the number of homes and/or school age children, timing, etc.;
    - c. 1.05, b,(6) An Engineer's Summary report was not provided with the application;
    - d. 1.05, b,(11) The property owner has not submitted a written statement/signed affirming the Plat was filed with city within the filing window described in Section 1.05(a). Must be signed by property owner and notarized. The plat cut-off was April 10, 2024 and the application was received May 1, 2024.
  7. 1.07 (b) Preliminary Plat Extension: A Preliminary Plat extension allows Council to determine if land will be developed in a timely fashion and the "public interest is served." The failure to pay public infrastructure fees does not serve the public interest. Public Infrastructure fees must be paid.
  8. The correct name, address, phone, and email for the record owner(s) is not correct on the Plat. Subdivision Ordinance Chapter 10A, Article 10, Appendix A, Preliminary Plat Checklist.
  9. Proof of Land Ownership and authorized agent for entire Preliminary Plat acreage has not been provided. Submission Procedures and City Review Process for All Types of Plats have not been completed: Ownership of land and authorized agent information must be updated to identify those with authority to submit the application. Article 2, Procedures, Section 1, 1.06
2. Consideration and action on a Final Plat of High Pointe Ranch Phase 1B being 44.215 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. (KLLB AIV, LLC)

Planner Helen-Eave Beadle provided information.

Thomas Fletcher, with Kimley Horn, provided information.

Council member Erin Allen made a motion to approve the Final Plat of High Pointe Ranch Phase 1B being 44.215 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 subject too the following conditions. Council Member Matt Jones seconded. Motion carried unanimously.

**Conditions:**

- 1. An acceptable corridor through the development for the Upper Trinity Regional Water District transmission line for delivery of water supply to Aubrey has not been provided and that line is necessary to support the entire development. Provide the easement locations throughout the entire Preliminary Plat. Article 11, Appendix B, Final Plat Checklist (Easements); Chapter 10A – 4.01. Adequate Public Facilities Policy (a) through (f).**
- 2. Failure to provide fees pursuant to the Development Agreement as required for the development of the Property with proper utilities for City Reimbursable Public Improvements to be paid to Developer via the TIRZ as identified in Section 3.2 of the Development Agreement. Per the Development agreement: “...the Development requires the construction of certain offsite wastewater improvements (the "Offsite Wastewater Improvements") as defined herein and described in Exhibit G, attached hereto, and together both the Offsite Roadway Improvements and the Offsite Water Improvements are referred to as the "Offsite Improvements")”.**
- 3. Failure to pay fees for Public Infrastructure Improvements imposed on the property owner as determined by the City Engineer to be roughly proportionate to the demand created by the development on the City’s Public Facilities System. Required fees must be paid pursuant to the Rough Proportionality Study to provide necessary capacity for wastewater. City Engineer’s Rough Proportionality Study for Wastewater Treatment.**
- 4. Update the Preliminary Plat - The Preliminary Plat is no longer accurate due to changes in the Final Plat for Phases 1A and 1B; those changes have impacted the street alignment on the remainder of the Property and must be amended to reflect current conditions so that final plats may be reviewed. Article 2, Procedures, Section 4, Subsection 4.01**

**Preliminary Plat was denied and cannot approve a Final Plat without an approved Preliminary Plat per Article 2, Procedures,**

**Section 4, 4.01;**

- 5. Preliminary Plat is inconsistent with the Final Plat, Article 2, Procedures, Section 4, 4.01;**
  - 6. Landscaping, irrigation, and screening plans have not been submitted per Article 2, Procedures, Section 4, 4.04 Engineering Plans.**
  - 7. The required HOA documents have not been submitted with the Preliminary Plat as required by Subdivision Ordinance, Article 4, Section 4, Property Owners or Homeowners Associations., Section: 10A-4.01 Applicability.**
3. Consideration and action on a Development Agreement between the City and MM Aubrey 160, LLC for the development of an approximate 160 acre tract of land situated in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas, located within the City's extraterritorial jurisdiction and identified as the Duck Point development; and authorizing the Mayor to execute necessary documents.

**Council Member Matt Jones made a motion to Move to approve the Duck Point Development Agreement between the City and MM Aubrey 160, LLC, with the following language added to Article V, Section 5.1:**

**"Developer shall enforce or cause to be enforced covenants, conditions and restrictions; failure of Developer to take all necessary action to enforce or cause the enforcement of the covenants, conditions and restrictions shall be a breach of this Agreement. This obligation of Developer shall terminate on the earlier of the date that HOA control passes from the Developer or the termination of this Agreement."**

**and to amend Subsection J; Screening; Exhibit D to require a ten-foot HOA landscape lot for the 6-foot masonry screening wall, and authorize the mayor or his designee to execute necessary documents. Council Member Jeff Perry seconded. Motion carried unanimously.**

4. Consideration and action on a Resolution creating the Duck Point Public Improvement District, an approximate 160 acres of land situated in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas, within the extraterritorial jurisdiction of the City of Aubrey, Texas.

**Council Member Jeff Perry made a motion to approve the Resolution creating the Duck Point Public Improvement District. Council Member Matt Jones seconded. Motion carried unanimously. (Resolution 963-24)**

**Regarding the Executive Session item for Personnel, Council Member Jeff Perry made a motion to direct the City manager to post for and add a Chief Building Official and use money saved from unfilled positions to fund it. Council Member Erin Allen seconded. Motion carried unanimously.**

**The meeting was adjourned at 10:15 p.m.**

**PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 27th day of June, 2024.**

---

**Chris Rich, Mayor**

**ATTEST:**

---

**Jenny Hicks, City Secretary**



# City Council Meeting Minutes

Aubrey City Hall  
107 S. Main St  
Aubrey, TX  
76227  
June 15, 2024  
8:00 AM



**The meeting was called to order at 6:02 p.m.**

**Present:** Jeff Perry (left at 11:04 a.m.), Erin Allen (left at 9:52 a.m.), Chuck Fikes, Randy Jones (left at 11:08 a.m.), Chris Rich, Matt Jones

**Staff Present:** City Manager Charles Kreidler, City Secretary Jenny Hicks, 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, Municipal Development Director Christine Gossett

**Invocation & Pledge of Allegiance:** Mayor Pro Tem Perry offered the invocation and led the Pledge of Allegiance.

**Community Announcements:** None

**Citizen Input:** None

**New Business:** New items requested for consideration.

1. Consideration and action on a Resolution setting dates, time, and place for public hearings on the proposed annexation of property identified as being the portion of FM 1385, beginning at the city limits just south of the intersection of FM 1385 and Winn Ridge Blvd and ending at the intersection of FM 1385 and FM 428, and any additional adjacent right-of-way, Denton County, Texas, by the City of Aubrey, Texas; authorizing and directing the City Secretary to publish and mail such public hearings; and authorizing and directing city staff to prepare a service plan for said property.

**Council Member Randy Jones made a motion to set the public hearings for June 27th at 6:00 p.m. and June 29th at 8:00 a.m. Council Member Jeff Perry seconded. Motion carried unanimously. (Resolution No 965-24)**

2. Consideration and action on a Resolution setting dates, time, and place for public hearings on the proposed annexation of property identified as being the portion of FM 428, beginning at the intersection of FM 1385 and FM 428 and ending at the intersection of FM 428 and FM 2931, and any additional adjacent right-of-way, Denton County, Texas, by the City of Aubrey, Texas; authorizing and directing the City Secretary to publish and mail such public hearings; and authorizing and directing city staff to prepare a service plan for said property.

**Council Member Randy Jones made a motion to set the public hearings for June 27th at 6:00 p.m. and June 29th at 8:00 a.m. Council Member Jeff Perry seconded. Motion carried unanimously. (Resolution No 966-24)**

3. Consideration and action on a Memorandum of Understanding (MOU) between the Aubrey Police Department and Beacon Emergency Services Team P.A. d/b/a Best EMS for medical control of the Police Department's Narcan Program and authorizing the Chief of Police to sign the MOU.

**Council Member Jeff Perry made a motion to approve the MOU and authorize the Chief of Police to sign. Council Member Erin Allen seconded. Motion carried unanimously.**

#### **Workshop Items:**

1. Discuss City finances, tax rate, budget, initiatives, operations, projects, and strategic plans not limited to, but including:
  - a. Direction regarding tax rate
  - b. Employee compensation and benefits
  - c. FY 24-25 projects
  - d. City departments and services - revenues and expenditures
  - e. Water and Wastewater rates

- **Finance Director Mike English provided an overview of the proposed budget.**
- **Police Chief Richard Brooks provided information.**
- **Fire Chief Eric Schlotter provided information.**

**(Council Member Erin Allen left the meeting at 6:52 p.m.)**

- **MDD Director Christine Gossett provided information.**
- **HR Director Shaena Williams provided information.**
- **Director of Public Works and Development Services Leanne Wilson provided information on the General Fund departments.**

**(Mayor Pro Tem Jeff Perry left the meeting at 11:04 a.m.)**

**Direction received to proceed with hiring two part-time employees at the library in the current fiscal year.**

**Future Agenda Requests: None**

**The meeting was adjourned at 11:08 a.m.**

**PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 27<sup>th</sup> day of June, 2024.**

---

**Chris Rich, Mayor**

**ATTEST:**

---

**Jenny Hicks, City Secretary**

Previous Month ▾

May 1, 2024 - May 31, 2024 ▾

38%

FIRE  
Percentage of Total Incidents

62%

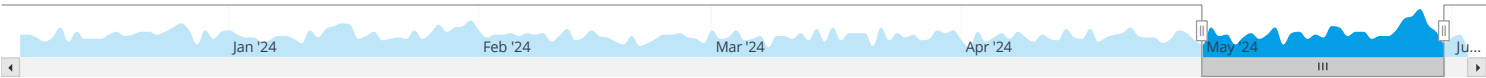
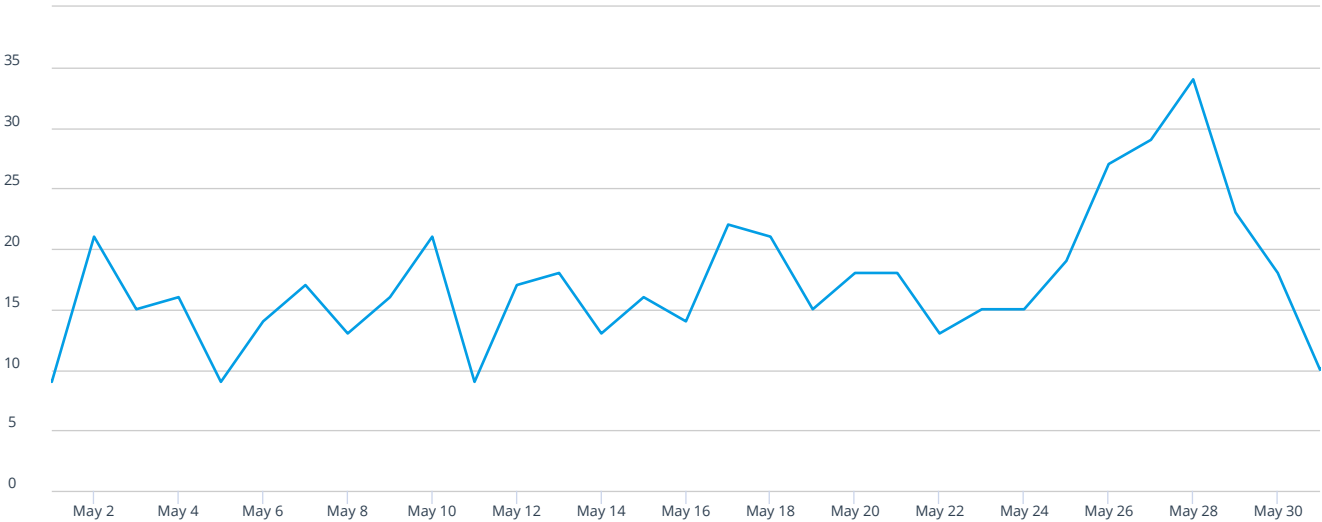
EMS  
Percentage of Total Incidents

535

INCIDENTS  
In Selected Time Slice

31

DAYS  
In Selected Time Slice



Counts

% Rows

% Columns

% All

| Week Ending           | 5/5/24 | 5/12/24 | 5/19/24 | 5/26/24 | 6/2/24 | 6/9/24 | 6/16/24 | 6/23/24 | 6/30/24 | 7/7/24 | 7/14/24 | 7/21/24 | 7/28/24 | Total |
|-----------------------|--------|---------|---------|---------|--------|--------|---------|---------|---------|--------|---------|---------|---------|-------|
| Aubrey Fire Station 1 | 29     | 39      | 40      | 49      | 46     |        |         |         |         |        |         |         |         | 203   |
| Aubrey Fire Station 2 | 41     | 68      | 79      | 76      | 68     |        |         |         |         |        |         |         |         | 332   |
| Total                 | 70     | 107     | 119     | 125     | 114    |        |         |         |         |        |         |         |         | 535   |

Previous Month ▾

May 1, 2024 - May 31, 2024 ▾

07:55

MM:SS  
Average First  
Apparatus Travel Time

13:37

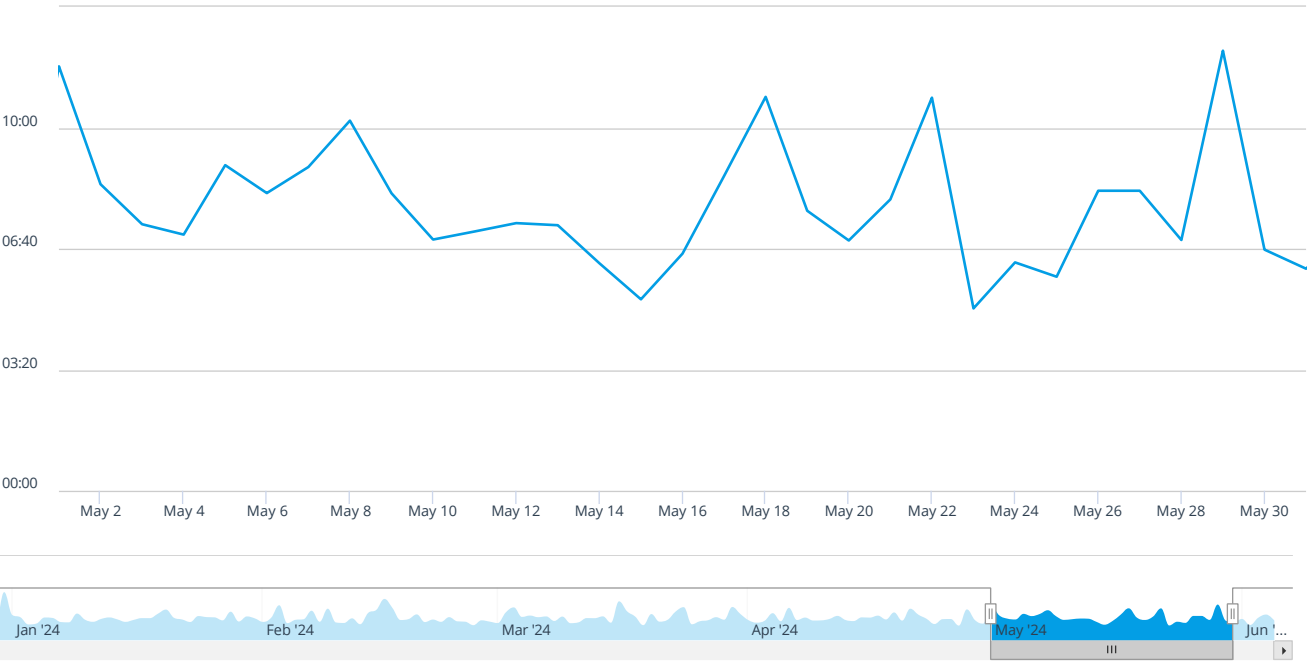
MM:SS  
90th Percentile First  
Apparatus Travel Time

31

DAYS  
In Selected Time Slice

434

INCIDENTS  
In Selected Time Slice



Counts % Rows % Columns % All

| Week Ending     | 5/5/24 | 5/12/24 | 5/19/24 | 5/26/24 | 6/2/24 | 6/9/24 | 6/16/24 | 6/23/24 | 6/30/24 | 7/7/24 | 7/14/24 | 7/21/24 | 7/28/24 | Total |
|-----------------|--------|---------|---------|---------|--------|--------|---------|---------|---------|--------|---------|---------|---------|-------|
| 00:00 - 03:59   | 6      | 13      | 21      | 30      | 24     |        |         |         |         |        |         |         |         | 94    |
| 04:00 - 07:59   | 25     | 41      | 26      | 33      | 46     |        |         |         |         |        |         |         |         | 171   |
| 08:00 - 11:59   | 16     | 27      | 32      | 19      | 13     |        |         |         |         |        |         |         |         | 107   |
| 12:00 - 15:59   | 9      | 7       | 9       | 9       | 9      |        |         |         |         |        |         |         |         | 43    |
| 16:00 - 29:59   | 3      | 3       | 2       | 1       | 3      |        |         |         |         |        |         |         |         | 12    |
| 30:00 - 1:29:59 |        | 1       | 1       | 2       | 3      |        |         |         |         |        |         |         |         | 7     |
| Total           | 59     | 92      | 91      | 94      | 98     |        |         |         |         |        |         |         |         | 434   |
| Exceptions      |        |         |         |         |        |        |         |         |         |        |         |         |         | 101   |



# City of Aubrey - Police Department



## May 2024 Statistical Report

| Calls for Police Service |       | % + / - |
|--------------------------|-------|---------|
| May 2024                 | 796   | -3%     |
| May 2023                 | 817   |         |
| YTD - 2024               | 3,347 | -9%     |
| YTD - 2023               | 3,665 |         |

| Calls for Service - Dispatched |       | % + / - |
|--------------------------------|-------|---------|
| May 2024                       | 657   | 10%     |
| May 2023                       | 596   |         |
| YTD - 2024                     | 2,616 | 2%      |
| YTD - 2023                     | 2,570 |         |

| Calls for Service - Officer Initiated |       | % + / - |
|---------------------------------------|-------|---------|
| May 2024                              | 139   | -37%    |
| May 2023                              | 221   |         |
| YTD - 2024                            | 731   | -33%    |
| YTD - 2023                            | 1,095 |         |

## Calls for Service By Area

| Aubrey     |       | % + / - |
|------------|-------|---------|
| May 2024   | 178   | -35%    |
| May 2023   | 275   |         |
| YTD - 2024 | 872   | -33%    |
| YTD - 2023 | 1,305 |         |

| Providence Village |       | % + / - |
|--------------------|-------|---------|
| May 2024           | 291   | -5%     |
| May 2023           | 307   |         |
| YTD - 2024         | 1,234 | -7%     |
| YTD - 2023         | 1,333 |         |

| Sandbrook  |     | % + / - |
|------------|-----|---------|
| May 2024   | 55  | 17%     |
| May 2023   | 47  |         |
| YTD - 2024 | 236 | 24%     |
| YTD - 2023 | 190 |         |

| Silverado  |     | % + / - |
|------------|-----|---------|
| May 2024   | 111 | 5%      |
| May 2023   | 106 |         |
| YTD - 2024 | 448 | -5%     |
| YTD - 2023 | 471 |         |

| Winn Ridge |     | % + / - |
|------------|-----|---------|
| May 2024   | 85  | 12%     |
| May 2023   | 76  |         |
| YTD - 2024 | 408 | 21%     |
| YTD - 2023 | 338 |         |

| Outside ETJ |    | % + / - |
|-------------|----|---------|
| May 2024    | 26 | 333%    |
| May 2023    | 6  |         |
| YTD - 2024  | 93 | 232%    |
| YTD - 2023  | 28 |         |

## Criminal Offenses/Arrests

| Criminal Offenses |     | % + / - |
|-------------------|-----|---------|
| May 2024          | 105 | 38%     |
| May 2023          | 76  |         |
| YTD - 2024        | 434 | 44%     |
| YTD - 2023        | 301 |         |

| Arrests    |     | % + / - |
|------------|-----|---------|
| May 2024   | 46  | 53%     |
| May 2023   | 30  |         |
| YTD - 2024 | 218 | 56%     |
| YTD - 2023 | 140 |         |

### Motor Vehicle Crashes - Aubrey

| Non-Injury Crashes |    | % + / - |
|--------------------|----|---------|
| May 2024           | 4  | -43%    |
| May 2023           | 7  |         |
| YTD - 2024         | 32 | 28%     |
| YTD - 2023         | 25 |         |

| Injury Crashes |    | % + / - |
|----------------|----|---------|
| May 2024       | 2  | -33%    |
| May 2023       | 3  |         |
| YTD - 2024     | 8  | -50%    |
| YTD - 2023     | 16 |         |

### Motor Vehicle Crashes - Providence Village

| Non-Injury Crashes |    | % + / - |
|--------------------|----|---------|
| May 2024           | 4  | 33%     |
| May 2023           | 3  |         |
| YTD - 2024         | 21 | 5%      |
| YTD - 2023         | 20 |         |

| Injury Crashes |    | % + / - |
|----------------|----|---------|
| May 2024       | 1  | 100%    |
| May 2023       | 0  |         |
| YTD - 2024     | 10 | 100%    |
| YTD - 2023     | 5  |         |

### Traffic Stops and Citations

| Traffic Stops |       | % + / - |
|---------------|-------|---------|
| May 2024      | 1,129 | 121%    |
| May 2023      | 512   |         |
| YTD - 2024    | 4,966 | 52%     |
| YTD - 2023    | 3,270 |         |

| Warnings   |       | % + / - |
|------------|-------|---------|
| May 2024   | 1,109 | 188%    |
| May 2023   | 385   |         |
| YTD - 2024 | 4,604 | 76%     |
| YTD - 2023 | 2,614 |         |

| Total Citations |       | % + / - |
|-----------------|-------|---------|
| May 2024        | 477   | 92%     |
| May 2023        | 249   |         |
| YTD - 2024      | 2,268 | 35%     |
| YTD - 2023      | 1,684 |         |

| Citations - Aubrey |       | % + / - |
|--------------------|-------|---------|
| May 2024           | 210   | 147%    |
| May 2023           | 85    |         |
| YTD - 2024         | 1,028 | 46%     |
| YTD - 2023         | 704   |         |

| Citations - Providence Village |     | % + / - |
|--------------------------------|-----|---------|
| May 2024                       | 166 | 35%     |
| May 2023                       | 123 |         |
| YTD - 2024                     | 742 | 7%      |
| YTD - 2023                     | 695 |         |

| Citations - JP 5 |     | % + / - |
|------------------|-----|---------|
| May 2024         | 101 | 146%    |
| May 2023         | 41  |         |
| YTD - 2024       | 498 | 77%     |
| YTD - 2023       | 282 |         |

| Top 10 Calls         |                    |        |       |
|----------------------|--------------------|--------|-------|
| Type of Call         | Providence Village | Aubrey | Total |
| Suspicious Activity  | 39                 | 41     | 80    |
| Alarm                | 20                 | 44     | 64    |
| Disturbance          | 17                 | 35     | 52    |
| Welfare Concern      | 23                 | 24     | 47    |
| Traffic Crash        | 7                  | 26     | 33    |
| Noise Complaint      | 11                 | 20     | 31    |
| Animal Complaint     | 10                 | 14     | 24    |
| Motorist Assist      | 3                  | 19     | 22    |
| Road Blockage/Hazard | 7                  | 13     | 20    |
| 911 Hangup           | 9                  | 9      | 18    |

| Neighborhood Safety Initiative |        | % + / - |
|--------------------------------|--------|---------|
| May 2024                       | 7,613  | 56%     |
| May 2023                       | 4,881  |         |
| YTD - 2024                     | 37,158 | 57%     |
| YTD - 2023                     | 23,687 |         |

## Providence Village Data

| Close Patrols - Providence Village |        | % + / - |
|------------------------------------|--------|---------|
| May 2024                           | 2,567  | 28%     |
| May 2023                           | 2,005  |         |
| YTD - 2024                         | 13,441 | 46%     |
| YTD - 2023                         | 9,225  |         |

| Walk Through - Providence Village |     | % + / - |
|-----------------------------------|-----|---------|
| May 2024                          | 110 | 12%     |
| May 2023                          | 98  |         |
| YTD - 2024                        | 466 | 7%      |
| YTD - 2023                        | 435 |         |

| Total - Providence Village |        | % + / - |
|----------------------------|--------|---------|
| May 2024                   | 2,677  | 27%     |
| May 2023                   | 2,103  |         |
| YTD - 2024                 | 13,907 | 44%     |
| YTD - 2023                 | 9,660  |         |

## Department Data

| Percentage - Crime/Order Maintenance/Service Calls |     |     |
|----------------------------------------------------|-----|-----|
| Top 10 Calls Total                                 |     | 391 |
| Crime                                              | 26  | 7%  |
| Service Calls                                      | 339 | 87% |
| Order Maintenance                                  | 80  | 20% |
| Reported Crime                                     | 105 | 13% |

| Authorized Strength |    | % + / - |
|---------------------|----|---------|
| Sworn - Authorized  | 32 | 97%     |
| Sworn - Current     | 31 |         |
| Civilian Authorized | 2  | 100%    |
| Civilian - Current  | 2  |         |

## Criminal Investigations Statistical Data

| CID Case Assignment |     | % + / - |
|---------------------|-----|---------|
| May 2024            | 75  | 83%     |
| May 2023            | 41  |         |
| YTD - 2024          | 265 | 40%     |
| YTD - 2023          | 189 |         |

| Patrol Case Assignment |     | % + / - |
|------------------------|-----|---------|
| May 2024               | 30  | 20%     |
| May 2023               | 25  |         |
| YTD - 2024             | 169 | 35%     |
| YTD - 2023             | 125 |         |

| CID Arrests |    | % + / - |
|-------------|----|---------|
| May 2024    | 16 | 220%    |
| May 2023    | 5  |         |
| YTD - 2024  | 49 | 227%    |
| YTD - 2023  | 15 |         |

| Case Status - Cleared by Arrest |     | % + / - |
|---------------------------------|-----|---------|
| May 2024                        | 46  | 53%     |
| May 2023                        | 30  |         |
| YTD - 2024                      | 218 | 63%     |
| YTD - 2023                      | 134 |         |

| Case Status - Suspended |     | % + / - |
|-------------------------|-----|---------|
| May 2024                | 23  | 44%     |
| May 2023                | 16  |         |
| YTD - 2024              | 108 | 83%     |
| YTD - 2023              | 59  |         |

| Case Status - Cleared by Exception |    | % + / - |
|------------------------------------|----|---------|
| May 2024                           | 5  | 50%     |
| May 2023                           | 0  |         |
| YTD - 2024                         | 15 | 114%    |
| YTD - 2023                         | 7  |         |

| Case Status - Unfounded |    | % + / - |
|-------------------------|----|---------|
| May 2024                | 7  | 3%      |
| May 2023                | 1  |         |
| YTD - 2024              | 23 | 156%    |
| YTD - 2023              | 9  |         |

| Cases - Open |     | % + / - |
|--------------|-----|---------|
| Yearly Total | 256 |         |
|              |     |         |
|              |     |         |
|              |     |         |



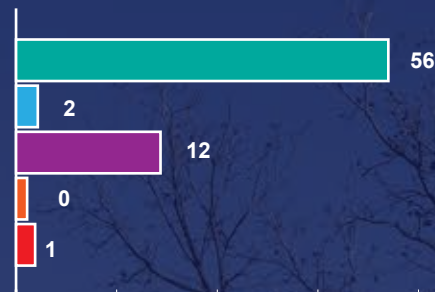


# CODE COMPLIANCE REPORT FOR MAY 2024

## NOTICES GIVEN IN AUBREY

GRASS, WEEDS, & BRUSH : 56  
INOPERABLE/UNLICENSED VEHICLES : 2  
GENERAL NUISANCE : 12  
SIGN CODE VIOLATIONS : 0  
FENCE CODE VIOLATIONS : 1

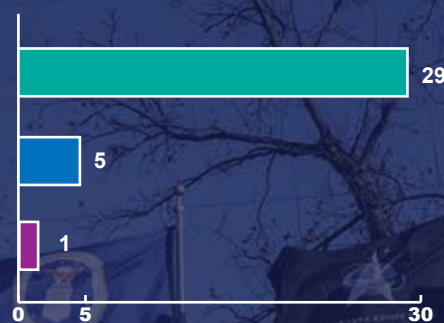
GRASS, WEED, & BRUSH VIOLATIONS  
INOPERABLE UNLICENSED VEHICLES  
GENERAL NUISANCE  
SIGN CODE VIOLATIONS  
FENCE CODE VIOLATIONS



## NOTICES GIVEN IN WINN RIDGE

GRASS, WEEDS, & BRUSH : 29  
GENERAL NUISANCE : 5  
SIGN CODE VIOLATIONS : 1

GRASS, WEED, & BRUSH VIOLATIONS  
GENERAL NUISANCE

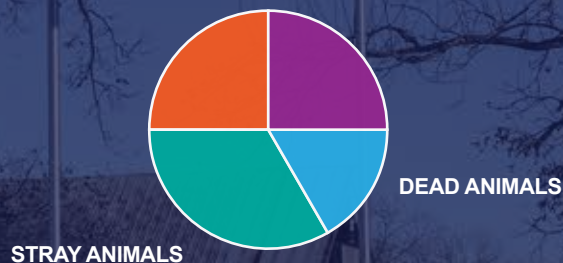


## ANIMAL SERVICES IN AUBREY

UNLEASH / BARKING / WELFARE CHECK : 3  
DEAD ANIMALS : 2  
STRAY ANIMALS : 4  
CHICKEN/FOWL : 0  
DANGEROUS ANIMAL / BITES : 3  
ANIMAL IN VEHICLE : 0

UNLEASH / BARKING / WELFARE CHECK

DANGEROUS ANIMAL / BITES

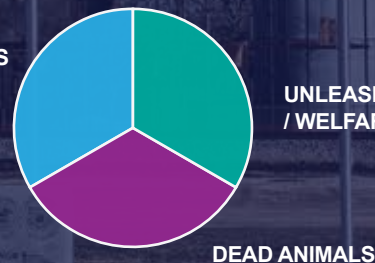


## ANIMAL SERVICES IN WINN RIDGE

UNLEASH / BARKING / WELFARE CHECK : 1  
DEAD ANIMALS : 1  
STRAY ANIMALS : 1  
CHICKEN/FOWL : 0  
DANGEROUS ANIMAL / BITES : 0  
ANIMAL IN VEHICLE : 0

STRAY ANIMALS

UNLEASH / BARKING / WELFARE CHECK

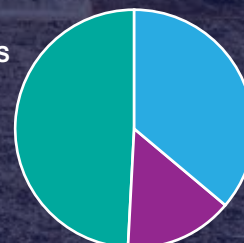


## COMMUNICATION WITH THE COMMUNITY

CALLS : 105  
TEXTS : 42  
EMAILS : 142

EMAILS

CALLS



TEXTS

# City of Aubrey - Municipal Court Report

## May 2024 Report

| New Cases Filed  |     |
|------------------|-----|
| May - Traffic    | 131 |
| May- Non Traffic | 9   |

| Final Disposition |    |
|-------------------|----|
| May - Traffic     | 94 |
| May - Non Traffic | 8  |

| Warrants |      |
|----------|------|
| Issued   | 18   |
| Cleared  | 13   |
| Pending  | 1312 |

| Total Fines Collected |             |
|-----------------------|-------------|
| May - State           | \$10,780.00 |
| May - City            | \$17,497.00 |

| Fiscal YTD Collected |              |
|----------------------|--------------|
| YTD - State          | \$ 68,149.00 |
| YTD - City           | \$103,673.00 |



*City of Aubrey  
Departmental Report  
Library*

To: City Council Members  
From: Brittany McLain, Library Manager  
RE: Departmental Report - May 2024

| Monthly Report    |                               |       | May 2024 | Fiscal Year to date |
|-------------------|-------------------------------|-------|----------|---------------------|
| People & Activity | New Cards Issued              | 109   |          | 749                 |
|                   | Number of Patrons             | n/a   |          | n/a                 |
|                   | Patrons per Hour (Average)    | n/a   |          | n/a                 |
|                   | Volunteer Hours / Persons     | 42/7  |          | 291/8               |
|                   | Number of Days Open           | 22    |          | 159                 |
|                   | Number of Hours Open          | 181   |          | 1309                |
| Material Usage    | Total Items checked out       | 10387 |          | 70203               |
|                   | Items per Hour (Average)      | 57    |          | 429                 |
|                   | Adult Material Checked Out    | 1194  |          | 8725                |
|                   | Juvenile Material Checked Out | 7605  |          | 49591               |
|                   | Self-Checkout Use             | 0     |          | 934                 |
|                   | Digital Materials Checked Out | 1588  |          | 11887               |
|                   | Interlibrary shipped          | 176   |          | 1450                |
|                   | Interlibrary received         | 165   |          | 1491                |
|                   | Reference                     | 376   |          | 2282                |
|                   | Computer Sessions             | 211   |          | 1311                |
|                   | Computer Usage (hours)        | 142   |          | 1116                |
| Programs          | Community Center Event Hrs    | 0     |          | 51                  |
|                   | Total Number of Programs      | 20    |          | 261                 |
|                   | Total Program Attendance      | 308   |          | 3889                |

\*Traffic Counter is currently down due to IT Upgrades, therefore unable to calculate Patrons.





## MAY 2024 – STAFF REPORT

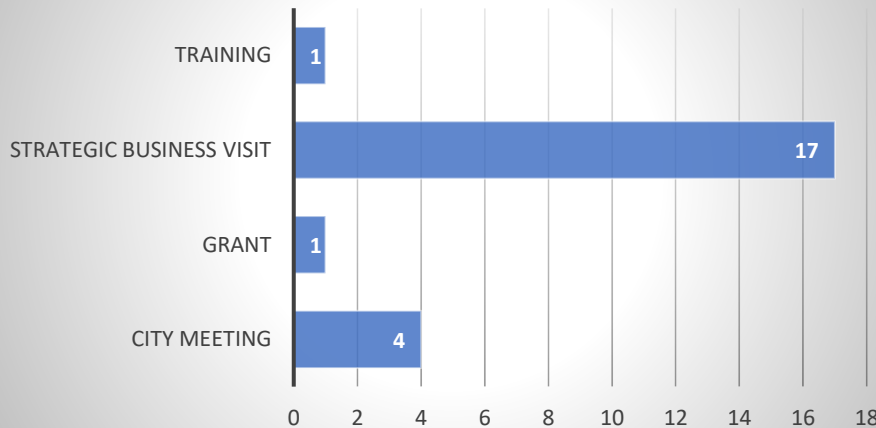
### Aubrey Municipal Development District

Christine Gossett – Executive Director



### Business Activity and Updates

#### Monthly Business Visits/Meetings/Trainings



#### Business Activity and Updates

##### New Business Openings:

- Caliber Collision, 8600 US-377
- Catered Roots, 258 S. US-377
- Rally Alley, 903 S. Hwy. 377
- The Scratch Pad, 207 Rockhill Rd.

##### Business Closings:

- N/A

#### Marketing and New Projects

##### New:

- Prepared budget proposal for 2024-25 Fiscal Year.
- Reviewed and received board approval on new video proposal.
- Updated and approved Targeted Improvement Grant.
- Submitted ad for new print publication, *Lake City Lifestyle*, in the June issue.

##### On-Going/Marketing:

- Maps and Website: 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. May's highest post was May 31st with Reach/Engagement: 340/118
- 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.

#### Sales & UseTax Allocation:

- MDD April Payment Received: \$101,884.00

### Commercial Property for Sale/Lease/Build-to-Suit:



**Available:** Aubrey Creek  
Retail – 1001 US-377: retail space (+/- 2000 SF), 2 pad sites available (+/- 9,000 SF)



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



**Available/Coming Soon:**  
Pine Ridge Pavilion North - 501 Pine Ridge Ln: 2 spaces: 1 retail; 1 restaurant.



**Available/Coming Soon:**  
Pine Ridge Pavilion South - 500 Pine Ridge Ln: 2 spaces: 1 retail; 1 restaurant.



**Available/Coming Soon:**  
216 S. Main Street: +/- 1,323 SF (2 space for retail, salon, office, other)



**Coming Soon:** Commercial pad sites Springhill and US-377.

## May 2024 Activity Report

### No. Permits Issued

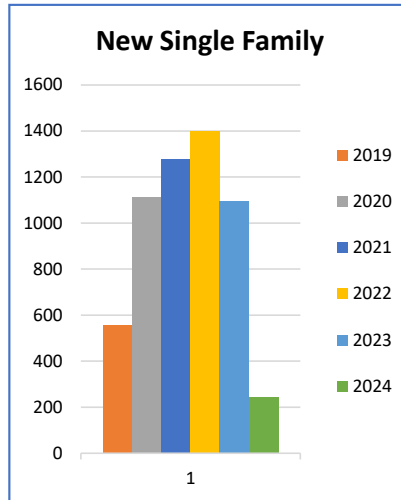
|                           |           |
|---------------------------|-----------|
| New Single Family         | 5         |
| Residential Misc          | 64        |
| Commercial                | 21        |
| Variance or Zoning Change | 3         |
| <b>Total</b>              | <b>93</b> |

### Fees Collected

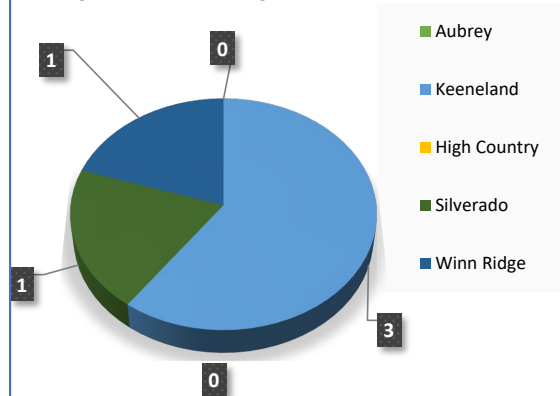
|                    |                      |
|--------------------|----------------------|
| New Single Family  | \$ 62,113.65         |
| Residential Misc   | \$ 9,454.10          |
| Commercial         | \$ 20,532.23         |
| Variance or Zoning | \$ 13,530.00         |
| <b>Total</b>       | <b>\$ 105,629.98</b> |

### Annual New Single Family

|                           |              |
|---------------------------|--------------|
| 2019                      | 556          |
| 2020                      | 1,113        |
| 2021                      | 1,279        |
| 2022                      | 1,400        |
| 2023                      | 1,095        |
| 2024 YTD                  | 243          |
| <b>2019 - 2024 Total:</b> | <b>5,686</b> |



### May Permits by Subdivision



### Total House Count



| Location      | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 |
|---------------|--------|--------|--------|--------|--------|--------|
| Winn Ridge    | 1510   | 1568   | 1563   | 1602   | 1632   | 1651   |
| Silverado     | 2365   | 2630   | 2684   | 2746   | 2870   | 2935   |
| Aspen Meadows | 308    | 309    | 302    | 306    | 308    | 309    |
| Sandbrock     | 1266   | 1346   | 1354   | 1376   | 1415   | 1435   |

### Project Status

|                             |                                                                                           |
|-----------------------------|-------------------------------------------------------------------------------------------|
| Blackjack Addition          | Consideration and action on Amending Plat; approved. Plat has been filed with the County. |
| Chase Oaks Addition         | Consideration and action on Amending Plat; approved with conditions.                      |
| Saratoga Ph 1, 1A, and 2A   | Consideration and action on Final Plats, approved with conditions.                        |
| Winn Ridge (Fire Station 2) | Consideration and action on Site Plan, approved with conditions.                          |
| Winn Ridge (Fire Station 2) | Consideration and action on Replat, approved with conditions.                             |
| VR Estates                  | Consideration and action on Replat; approved.                                             |

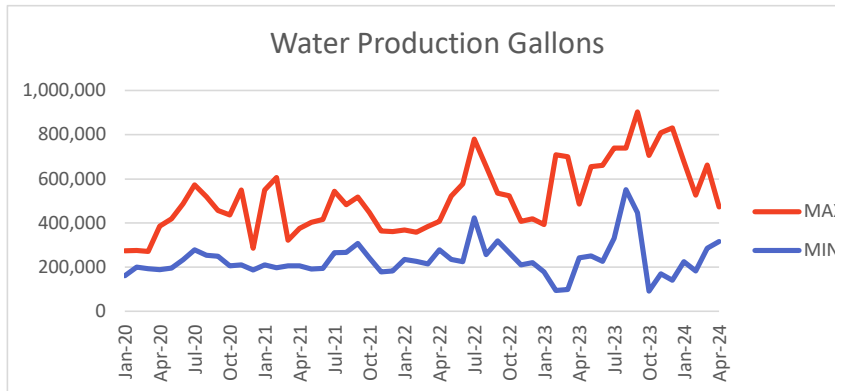


# City of Aubrey - Public Works

## May 2024 Activity Report

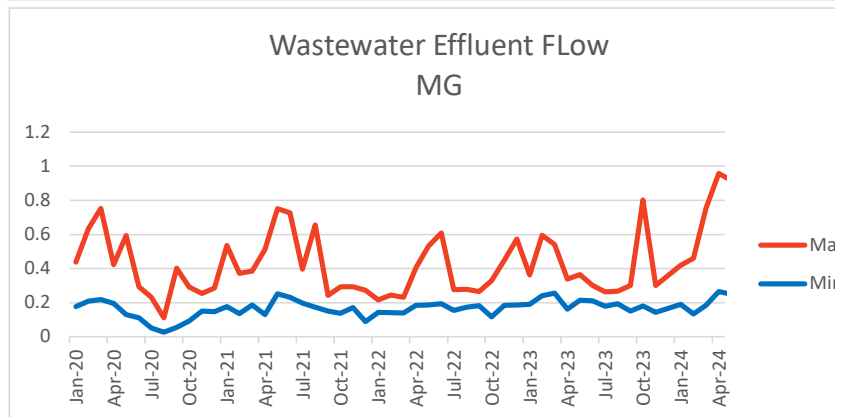
### Water Production MG

|                   |            |
|-------------------|------------|
| May-24            | 11,561,800 |
| Apr-24            | 11,735,800 |
| Mar-24            | 11,173,600 |
| Daily Average Gal | 383,013    |



### Wastewater Treatment MG

|                   |            |
|-------------------|------------|
| May-24            | 13,813,000 |
| Apr-24            | 11,860,000 |
| Mar-24            | 10,714,000 |
| Daily Average Gal | 404,300    |



### Work Orders

|                           |     |
|---------------------------|-----|
| Water & Sewer Maintenance | 29  |
| Cut-offs Non Payment      | 22  |
| Street Repairs & Signs    | 10  |
| Line Locates              | 65  |
| Billing and Meters        | 149 |
| Total                     | 246 |

### Fees Collected

| April          |             |
|----------------|-------------|
| Water Impact   | \$10,476.00 |
| Sewer Impact   | \$11,895.00 |
| Roadway Impact | \$7,353.00  |
| Parks Fee      | \$13,500.00 |
| Total          | \$43,224.00 |

### Projects

|                          |                                              |
|--------------------------|----------------------------------------------|
| Public Works Building    | Working on landscape and sign                |
| Rockhill Well            | Working on production issue                  |
| High Pointe Phase 1A     | Started paving process                       |
| High Pointe Phase 1B     | Utilites being installed                     |
| Pecan Creek Lift Station | 98% Complete                                 |
| WWTP Expansion           | Plans 100% Complete - out for bid in June    |
| Faulkner well            | New pump motor has been installed and online |
| Keeneland                | New builds have started                      |



## **Monthly Cash Activity**

(Unaudited)

**May 2024**

FUND: ALL

DATES: 5/01/2024- 5/31/2024

ACCT: ALL

TYPE: ALL CASH

| ACCOUNT NO#   | CHECKS | DEPOSITS     | SVC CHARGE | INTEREST  | MISC.          | NET CHANGE   | BALANCE        |
|---------------|--------|--------------|------------|-----------|----------------|--------------|----------------|
| 101-11-000-00 | 0.00   | 237,383.28   | 0.00       | 2,639.32  | 519,687.15CR   | 279,664.55CR | 293,803.73     |
| 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 | 0.00   | 1,616,956.43 | 0.00       | 10,218.30 | 1,326,873.24CR | 300,301.49   | 3,810,820.41   |
| 101-11-000-90 | 0.00   | 15,754.80    | 0.00       | 25,276.44 | 0.00           | 41,031.24    | 5,489,613.37   |
| 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   | 34,490.28    | 0.00       | 615.96    | 37,855.63CR    | 2,749.39CR   | 114,238.22     |
| 201-11-000-10 | 0.00   | 0.00         | 0.00       | 0.00      | 0.00           | 0.00         | 200.00         |
| 201-11-000-84 | 0.00   | 239,209.89   | 0.00       | 0.00      | 93,875.79CR    | 145,334.10   | 1,166,122.25   |
| 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       | 343.92    | 0.00           | 343.92       | 75,041.73      |
| 201-11-000-91 | 0.00   | 0.00         | 0.00       | 2,851.03  | 0.00           | 2,851.03     | 622,102.93     |
| 201-11-000-95 | 0.00   | 0.00         | 0.00       | 0.00      | 0.00           | 0.00         | 0.00           |
| 201-11-012-73 | 0.00   | 41,508.72CR  | 0.00       | 35.59     | 0.00           | 41,473.13CR  | 1,227.46       |
| 201-11-032-89 | 0.00   | 0.00         | 0.00       | 0.00      | 0.00           | 0.00         | 0.00           |
| 202-11-000-84 | 0.00   | 166,528.15   | 0.00       | 0.00      | 93,396.42CR    | 73,131.73    | 7,967,388.52CR |
| 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       | 3,712.82  | 0.00           | 3,712.82     | 810,158.63     |
| 202-11-036-37 | 0.00   | 0.00         | 0.00       | 0.00      | 0.00           | 0.00         | 0.00           |
| 205-11-000-84 | 0.00   | 166,230.57   | 0.00       | 0.00      | 189,231.10CR   | 23,000.53CR  | 359,333.34CR   |
| 205-11-000-85 | 0.00   | 0.00         | 0.00       | 0.00      | 0.00           | 0.00         | 0.00           |
| 301-11-000-00 | 0.00   | 3,500.99     | 0.00       | 1,725.66  | 0.00           | 5,226.65     | 385,967.80     |
| 301-11-000-84 | 0.00   | 0.00         | 0.00       | 0.00      | 0.00           | 0.00         | 23,372.51CR    |
| 301-11-000-90 | 0.00   | 0.00         | 0.00       | 325.23    | 0.00           | 325.23       | 70,968.58      |
| 401-11-000-00 | 0.00   | 0.00         | 0.00       | 206.53    | 0.00           | 206.53       | 46,059.28      |
| 401-11-000-70 | 0.00   | 0.00         | 0.00       | 0.00      | 0.00           | 0.00         | 0.00           |
| 401-11-000-84 | 0.00   | 0.00         | 0.00       | 0.00      | 1,039.91       | 1,039.91     | 23,971.65      |
| 401-11-058-24 | 0.00   | 0.00         | 0.00       | 0.00      | 0.00           | 0.00         | 0.00           |
| 402-11-000-00 | 0.00   | 0.00         | 0.00       | 4,033.68  | 0.00           | 4,033.68     | 899,555.87     |
| 403-11-000-00 | 0.00   | 0.00         | 0.00       | 1,832.02  | 0.00           | 1,832.02     | 408,561.25     |
| 404-11-000-00 | 0.00   | 0.00         | 0.00       | 1.15      | 0.00           | 1.15         | 256.74         |
| 404-11-000-50 | 0.00   | 68,200.00    | 0.00       | 9,647.83  | 0.00           | 77,847.83    | 2,166,789.21   |
| 404-11-000-60 | 0.00   | 6,335.00     | 0.00       | 19,331.11 | 0.00           | 25,666.11    | 4,223,852.91   |
| 404-11-000-70 | 0.00   | 5,274.00     | 0.00       | 14,298.62 | 0.00           | 19,572.62    | 3,124,787.57   |
| 404-11-000-90 | 0.00   | 0.00         | 0.00       | 1,966.07  | 0.00           | 1,966.07     | 429,004.88     |
| 405-11-000-00 | 0.00   | 0.00         | 0.00       | 4,920.32  | 0.00           | 4,920.32     | 1,097,286.50   |
| 405-11-000-84 | 0.00   | 0.00         | 0.00       | 0.00      | 137,232.50CR   | 137,232.50CR | 445,322.96CR   |
| 406-11-000-00 | 0.00   | 0.00         | 0.00       | 6.80      | 0.00           | 6.80         | 1,515.58       |
| 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   | 16,315.53    | 0.00       | 0.00      | 51,340.30CR    | 35,024.77CR  | 552,555.10     |
| 407-11-000-84 | 0.00   | 0.00         | 0.00       | 0.00      | 0.00           | 0.00         | 0.00           |
| 501-11-000-00 | 0.00   | 0.00         | 0.00       | 5.21      | 0.00           | 5.21         | 1,161.89       |
| 501-11-000-55 | 0.00   | 0.00         | 0.00       | 276.77    | 0.00           | 276.77       | 60,388.73      |
| 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       | 1,713.20  | 0.00           | 1,713.20     | 382,062.79     |



FUND: ALL

DATES: 5/01/2024- 5/31/2024

ACCT: ALL

TYPE: ALL CASH

| ACCOUNT NO#   | CHECKS         | DEPOSITS     | SVC CHARGE | INTEREST   | MISC.          | NET CHANGE     | BALANCE       |
|---------------|----------------|--------------|------------|------------|----------------|----------------|---------------|
| 501-11-000-59 | 0.00           | 595,723.15CR | 0.00       | 29,891.35  | 0.00           | 565,831.80CR   | 6,503,185.33  |
| 501-11-000-60 | 0.00           | 0.00         | 0.00       | 23,024.65  | 0.00           | 23,024.65      | 5,024,091.88  |
| 501-11-000-61 | 0.00           | 0.00         | 0.00       | 24,739.96  | 0.00           | 24,739.96      | 5,398,373.65  |
| 501-11-000-84 | 0.00           | 601,728.10   | 0.00       | 0.00       | 1,242,826.76CR | 641,098.66CR   | 2,583,910.70  |
| 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       | 2,587.37   | 0.00           | 2,587.37       | 564,580.33    |
| 501-11-026-00 | 0.00           | 0.00         | 0.00       | 0.00       | 0.00           | 0.00           | 0.00          |
| 601-11-000-00 | 0.00           | 0.00         | 0.00       | 0.00       | 0.00           | 0.00           | 18,523.55     |
| 601-11-000-84 | 0.00           | 0.00         | 0.00       | 0.00       | 0.00           | 0.00           | 704,244.74    |
| 701-11-000-00 | 0.00           | 957,391.62   | 0.00       | 3,431.87   | 840,256.16CR   | 120,567.33     | 799,316.74    |
| 701-11-000-84 | 0.00           | 3,202.90     | 0.00       | 0.00       | 26,674.04CR    | 23,471.14CR    | 156,642.36CR  |
| 701-11-000-90 | 0.00           | 837,736.16CR | 0.00       | 7,445.00   | 0.00           | 830,291.16CR   | 1,597,468.72  |
| 701-11-088-41 | 0.00           | 0.00         | 0.00       | 0.00       | 0.00           | 0.00           | 0.00          |
| 801-11-000-00 | 0.00           | 90,677.58    | 0.00       | 318.54     | 102,186.61CR   | 11,190.49CR    | 40,437.77     |
| 801-11-000-84 | 0.00           | 90,165.04CR  | 0.00       | 0.00       | 135,524.30     | 45,359.26      | 62,400.41CR   |
| 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 | 1,309,206.33CR | 2,765,673.31 | 0.00       | 10,218.30  | 1,733,634.61CR | 266,949.33CR   | 1,408,847.52  |
| ** TOTALS **  | 1,309,206.33CR | 5,429,719.36 | 0.00       | 207,640.62 | 6,258,506.10CR | 1,930,352.45CR | 47,015,282.89 |

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

| ACCOUNT       | AVERAGE BALANCE |
|---------------|-----------------|
| 101 11-000-00 | 553,391.74      |
| 101 11-000-10 | 200.00          |
| 101 11-000-20 | 0.00            |
| 101 11-000-58 | 0.00            |
| 101 11-000-84 | 3,888,281.08    |
| 101 11-000-90 | 5,490,997.30    |
| 101 11-027-87 | 0.00            |
| 200 11-000-84 | 0.00            |
| 201 11-000-00 | 136,773.32      |
| 201 11-000-10 | 200.00          |
| 201 11-000-84 | 1,138,619.26    |
| 201 11-000-85 | 0.00            |
| 201 11-000-90 | 74,708.90       |
| 201 11-000-91 | 619,343.87      |
| 201 11-000-95 | 0.00            |
| 201 11-012-73 | 7,887.97        |
| 201 11-032-89 | 0.00            |
| 202 11-000-84 | 7,960,477.39CR  |
| 202 11-000-85 | 0.00            |
| 202 11-000-91 | 806,565.58      |
| 202 11-036-37 | 0.00            |
| 205 11-000-84 | 333,754.50CR    |
| 205 11-000-85 | 0.00            |

FUND: ALL

DATES: 5/01/2024- 5/31/2024

ACCT: ALL

TYPE: ALL CASH

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

| ACCOUNT       | AVERAGE BALANCE |
|---------------|-----------------|
| 301 11-000-00 | 380,909.75      |
| 301 11-000-84 | 23,372.51CR     |
| 301 11-000-90 | 70,653.84       |
| 401 11-000-00 | 45,859.41       |
| 401 11-000-70 | 0.00            |
| 401 11-000-84 | 23,424.94       |
| 401 11-058-24 | 0.00            |
| 402 11-000-00 | 895,652.31      |
| 403 11-000-00 | 406,788.33      |
| 404 11-000-00 | 255.63          |
| 404 11-000-50 | 2,095,852.60    |
| 404 11-000-60 | 4,199,423.45    |
| 404 11-000-70 | 3,106,186.58    |
| 404 11-000-90 | 427,102.23      |
| 405 11-000-00 | 1,092,524.90    |
| 405 11-000-84 | 407,894.09CR    |
| 406 11-000-00 | 1,509.00        |
| 406 11-000-41 | 0.00            |
| 406 11-000-42 | 0.00            |
| 406 11-000-43 | 0.00            |
| 406 11-000-84 | 565,571.93      |
| 407 11-000-84 | 0.00            |
| 501 11-000-00 | 1,156.85        |
| 501 11-000-55 | 60,120.89       |
| 501 11-000-56 | 0.00            |
| 501 11-000-58 | 380,404.85      |
| 501 11-000-59 | 6,474,258.22    |
| 501 11-000-60 | 5,001,809.96    |
| 501 11-000-61 | 5,374,431.75    |
| 501 11-000-84 | 2,818,067.23    |
| 501 11-000-90 | 0.00            |
| 501 11-008-38 | 562,076.42      |
| 501 11-026-00 | 0.00            |
| 601 11-000-00 | 18,523.55       |
| 601 11-000-84 | 704,244.74      |
| 701 11-000-00 | 912,577.71      |
| 701 11-000-84 | 143,751.27CR    |
| 701 11-000-90 | 1,617,287.63    |
| 701 11-088-41 | 0.00            |
| 801 11-000-00 | 59,050.00       |
| 801 11-000-84 | 72,764.54CR     |
| 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 | 1,824,039.80    |

FUND: ALL

DATES: 5/01/2024- 5/31/2024

ACCT: ALL

TYPE: ALL CASH

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

| ACCOUNT | AVERAGE BALANCE |
|---------|-----------------|
|---------|-----------------|

DATES: 5/01/2024- 5/31/2024

|                     |                  | BEGINNING      | TOTAL        | TOTAL          | ENDING         | AVERAGE        |
|---------------------|------------------|----------------|--------------|----------------|----------------|----------------|
|                     |                  | BALANCE        | DEBITS       | CREDITS        | BALANCE        | DAILY          |
|                     |                  |                |              |                |                | BALANCE        |
| General Fund        |                  |                |              |                |                |                |
| 101-11-000-00       | General Fund Cas | 573,468.28     | 303,138.27   | 582,802.82CR   | 293,803.73     | 553,391.74     |
| 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 | 3,510,518.92   | 1,716,881.16 | 1,416,579.67CR | 3,810,820.41   | 3,888,281.08   |
| 101-11-000-90       | Investment Accou | 5,448,582.13   | 120,840.24   | 79,809.00CR    | 5,489,613.37   | 5,490,997.30   |
| 101-11-027-87       | Municipal Saving | 0.00           | 0.00         | 0.00           | 0.00           | 0.00           |
| FUND 101 TOTAL      |                  | 9,532,769.33   | 2,140,859.67 | 2,079,191.49CR | 9,594,437.51   | 9,932,870.12   |
| 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  | 116,987.61     | 42,124.68    | 44,874.07CR    | 114,238.22     | 136,773.32     |
| 201-11-000-10       | Cash Drawer      | 200.00         | 0.00         | 0.00           | 200.00         | 200.00         |
| 201-11-000-84       | Claim on Cash Wa | 1,020,788.15   | 261,745.04   | 116,410.94CR   | 1,166,122.25   | 1,138,619.26   |
| 201-11-000-85       | Water Claim on O | 0.00           | 0.00         | 0.00           | 0.00           | 0.00           |
| 201-11-000-90       | Investment Accou | 74,697.81      | 343.92       | 0.00           | 75,041.73      | 74,708.90      |
| 201-11-000-91       | Water Impact Fee | 619,251.90     | 2,851.03     | 0.00           | 622,102.93     | 619,343.87     |
| 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 | 42,700.59      | 35.59        | 41,508.72CR    | 1,227.46       | 7,887.97       |
| 201-11-032-89       | Cash in bank - T | 0.00           | 0.00         | 0.00           | 0.00           | 0.00           |
| FUND 201 TOTAL      |                  | 1,874,626.06   | 307,100.26   | 202,793.73CR   | 1,978,932.59   | 1,977,533.32   |
| Sewer Fund          |                  |                |              |                |                |                |
| 202-11-000-84       | Claim on Cash Se | 8,040,520.25CR | 167,601.27   | 94,469.54CR    | 7,967,388.52CR | 7,960,477.39CR |
| 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 | 806,445.81     | 3,712.82     | 0.00           | 810,158.63     | 806,565.58     |
| 202-11-036-37       | Sewer Reserve ca | 0.00           | 0.00         | 0.00           | 0.00           | 0.00           |
| FUND 202 TOTAL      |                  | 7,234,074.44CR | 171,314.09   | 94,469.54CR    | 7,157,229.89CR | 7,153,911.81CR |
| Solid Waste Fund    |                  |                |              |                |                |                |
| 205-11-000-84       | Claim on Cash Ga | 336,332.81CR   | 167,415.91   | 190,416.44CR   | 359,333.34CR   | 333,754.50CR   |
| 205-11-000-85       | Trash Claim on O | 0.00           | 0.00         | 0.00           | 0.00           | 0.00           |
| FUND 205 TOTAL      |                  | 336,332.81CR   | 167,415.91   | 190,416.44CR   | 359,333.34CR   | 333,754.50CR   |

DATES: 5/01/2024- 5/31/2024

|                      |                  | BEGINNING    | TOTAL      | TOTAL        | ENDING       | AVERAGE      |
|----------------------|------------------|--------------|------------|--------------|--------------|--------------|
|                      |                  | BALANCE      | DEBITS     | CREDITS      | BALANCE      | DAILY        |
|                      |                  |              |            |              |              | BALANCE      |
| Debt Service Fund    |                  |              |            |              |              |              |
| 301-11-000-00        | Debt Service Cas | 380,741.15   | 5,226.65   | 0.00         | 385,967.80   | 380,909.75   |
| 301-11-000-84        | Claim on Cash De | 23,372.51CR  | 0.00       | 0.00         | 23,372.51CR  | 23,372.51CR  |
| 301-11-000-90        | Investment Accou | 70,643.35    | 325.23     | 0.00         | 70,968.58    | 70,653.84    |
| FUND 301 TOTAL       |                  | 428,011.99   | 5,551.88   | 0.00         | 433,563.87   | 428,191.08   |
| Special Revenue Fund |                  |              |            |              |              |              |
| 401-11-000-00        | Special Revenue  | 45,852.75    | 206.53     | 0.00         | 46,059.28    | 45,859.41    |
| 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 | 22,931.74    | 1,039.91   | 0.00         | 23,971.65    | 23,424.94    |
| 401-11-058-24        | Seizure Fund Cas | 0.00         | 0.00       | 0.00         | 0.00         | 0.00         |
| FUND 401 TOTAL       |                  | 68,784.49    | 1,246.44   | 0.00         | 70,030.93    | 69,284.35    |
| TIRZ Jackson Ridge   |                  |              |            |              |              |              |
| 402-11-000-00        | TIRZ Cash        | 895,522.19   | 4,033.68   | 0.00         | 899,555.87   | 895,652.31   |
| FUND 402 TOTAL       |                  | 895,522.19   | 4,033.68   | 0.00         | 899,555.87   | 895,652.31   |
| Impact Fees          |                  |              |            |              |              |              |
| 403-11-000-00        | Impact Fees Cash | 406,729.23   | 1,832.02   | 0.00         | 408,561.25   | 406,788.33   |
| FUND 403 TOTAL       |                  | 406,729.23   | 1,832.02   | 0.00         | 408,561.25   | 406,788.33   |
| Development Fees     |                  |              |            |              |              |              |
| 404-11-000-00        | Development Fees | 255.59       | 1.15       | 0.00         | 256.74       | 255.63       |
| 404-11-000-50        | Investment Acct- | 2,088,941.38 | 77,847.83  | 0.00         | 2,166,789.21 | 2,095,852.60 |
| 404-11-000-60        | Investment acct- | 4,198,186.80 | 25,666.11  | 0.00         | 4,223,852.91 | 4,199,423.45 |
| 404-11-000-70        | Investment Acct- | 3,105,214.95 | 19,572.62  | 0.00         | 3,124,787.57 | 3,106,186.58 |
| 404-11-000-90        | Investment Accou | 427,038.81   | 81,775.07  | 79,809.00CR  | 429,004.88   | 427,102.23   |
| FUND 404 TOTAL       |                  | 9,819,637.53 | 204,862.78 | 79,809.00CR  | 9,944,691.31 | 9,828,820.49 |
| Grant Fund           |                  |              |            |              |              |              |
| 405-11-000-00        | Grant Fund Cash  | 1,092,366.18 | 4,920.32   | 0.00         | 1,097,286.50 | 1,092,524.90 |
| 405-11-000-84        | Claim on Cash Gr | 308,090.46CR | 0.00       | 137,232.50CR | 445,322.96CR | 407,894.09CR |
| FUND 405 TOTAL       |                  | 784,275.72   | 4,920.32   | 137,232.50CR | 651,963.54   | 684,630.81   |

DATES: 5/01/2024- 5/31/2024

|                           |                  | BEGINNING     | TOTAL      | TOTAL          | ENDING        | AVERAGE       |
|---------------------------|------------------|---------------|------------|----------------|---------------|---------------|
|                           |                  | BALANCE       | DEBITS     | CREDITS        | BALANCE       | DAILY         |
|                           |                  |               |            |                |               | BALANCE       |
| Holding Acct Dev Agreemts |                  |               |            |                |               |               |
| 406-11-000-00             | Developer Cash H | 1,508.78      | 6.80       | 0.00           | 1,515.58      | 1,509.00      |
| 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 | 587,579.87    | 16,315.53  | 51,340.30CR    | 552,555.10    | 565,571.93    |
| FUND 406 TOTAL            |                  | 589,088.65    | 16,322.33  | 51,340.30CR    | 554,070.68    | 567,080.93    |
| Fire Dept SAFR            |                  |               |            |                |               |               |
| 407-11-000-84             | Claim on Cash SA | 0.00          | 0.00       | 0.00           | 0.00          | 0.00          |
| FUND 407 TOTAL            |                  | 0.00          | 0.00       | 0.00           | 0.00          | 0.00          |
| Capital Projects Fund     |                  |               |            |                |               |               |
| 501-11-000-00             | Capital Projects | 1,156.68      | 5.21       | 0.00           | 1,161.89      | 1,156.85      |
| 501-11-000-55             | Vehicle Replacem | 60,111.96     | 276.77     | 0.00           | 60,388.73     | 60,120.89     |
| 501-11-000-56             | Project 38 Fund  | 0.00          | 0.00       | 0.00           | 0.00          | 0.00          |
| 501-11-000-58             | Cash - Tax Notes | 380,349.59    | 1,713.20   | 0.00           | 382,062.79    | 380,404.85    |
| 501-11-000-59             | Cash - CO 2022 P | 7,069,017.13  | 29,891.35  | 595,723.15CR   | 6,503,185.33  | 6,474,258.22  |
| 501-11-000-60             | Cash - CO 2023 K | 5,001,067.23  | 23,024.65  | 0.00           | 5,024,091.88  | 5,001,809.96  |
| 501-11-000-61             | Cash - CO 2024 S | 5,373,633.69  | 24,739.96  | 0.00           | 5,398,373.65  | 5,374,431.75  |
| 501-11-000-84             | Claim on Cash Ca | 3,225,009.36  | 601,728.10 | 1,242,826.76CR | 2,583,910.70  | 2,818,067.23  |
| 501-11-000-90             | Investment Accou | 0.00          | 0.00       | 0.00           | 0.00          | 0.00          |
| 501-11-008-38             | Cash - Water Bon | 561,992.96    | 2,587.37   | 0.00           | 564,580.33    | 562,076.42    |
| 501-11-026-00             | Cash in LOGIC -  | 0.00          | 0.00       | 0.00           | 0.00          | 0.00          |
| FUND 501 TOTAL            |                  | 21,672,338.60 | 683,966.61 | 1,838,549.91CR | 20,517,755.30 | 20,672,326.17 |
| NAVO FWSD Fund            |                  |               |            |                |               |               |
| 601-11-000-00             | FWSD Cash        | 18,523.55     | 0.00       | 0.00           | 18,523.55     | 18,523.55     |
| 601-11-000-84             | Claim on Cash NA | 704,244.74    | 0.00       | 0.00           | 704,244.74    | 704,244.74    |
| FUND 601 TOTAL            |                  | 722,768.29    | 0.00       | 0.00           | 722,768.29    | 722,768.29    |
| MDD                       |                  |               |            |                |               |               |
| 701-11-000-00             | MDD Cash         | 678,749.41    | 961,526.39 | 840,959.06CR   | 799,316.74    | 912,577.71    |
| 701-11-000-84             | Claim on Cash MD | 133,171.22CR  | 3,202.90   | 26,674.04CR    | 156,642.36CR  | 143,751.27CR  |
| 701-11-000-90             | Investment Accou | 2,427,759.88  | 7,445.00   | 837,736.16CR   | 1,597,468.72  | 1,617,287.63  |
| 701-11-088-41             | EDC cash         | 0.00          | 0.00       | 0.00           | 0.00          | 0.00          |
| FUND 701 TOTAL            |                  | 2,973,338.07  | 972,174.29 | 1,705,369.26CR | 2,240,143.10  | 2,386,114.07  |

DATES: 5/01/2024- 5/31/2024

|                        |                  | BEGINNING<br>BALANCE | TOTAL<br>DEBITS | TOTAL<br>CREDITS | ENDING<br>BALANCE | AVERAGE<br>DAILY<br>BALANCE |
|------------------------|------------------|----------------------|-----------------|------------------|-------------------|-----------------------------|
| Employee Benefit Trust |                  |                      |                 |                  |                   |                             |
| 801-11-000-00          | Employee Benefit | 51,628.26            | 90,996.12       | 102,186.61CR     | 40,437.77         | 59,050.00                   |
| 801-11-000-84          | Claim on Cash EB | 107,759.67CR         | 135,524.30      | 90,165.04CR      | 62,400.41CR       | 72,764.54CR                 |
| <hr/>                  |                  |                      |                 |                  |                   |                             |
|                        | FUND 801 TOTAL   | 56,131.41CR          | 226,520.42      | 192,351.65CR     | 21,962.64CR       | 13,714.54CR                 |
| <hr/>                  |                  |                      |                 |                  |                   |                             |
| 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                        |
| <hr/>                  |                  |                      |                 |                  |                   |                             |
|                        | FUND 802 TOTAL   | 4,224,428.90         | 0.00            | 0.00             | 4,224,428.90      | 4,224,428.90                |
| <hr/>                  |                  |                      |                 |                  |                   |                             |
| Winn Ridge South PID   |                  |                      |                 |                  |                   |                             |
| 803-11-000-01          | Cash in Wilmingt | 904,058.10           | 0.00            | 0.00             | 904,058.10        | 904,058.10                  |
| <hr/>                  |                  |                      |                 |                  |                   |                             |
|                        | FUND 803 TOTAL   | 904,058.10           | 0.00            | 0.00             | 904,058.10        | 904,058.10                  |
| <hr/>                  |                  |                      |                 |                  |                   |                             |
| Pooled Cash Fund       |                  |                      |                 |                  |                   |                             |
| 901-11-000-00          | Pooled Cash      | 1,675,796.85         | 2,833,901.11    | 3,100,850.44CR   | 1,408,847.52      | 1,824,039.80                |
| <hr/>                  |                  |                      |                 |                  |                   |                             |
|                        | FUND 901 TOTAL   | 1,675,796.85         | 2,833,901.11    | 3,100,850.44CR   | 1,408,847.52      | 1,824,039.80                |
| <hr/>                  |                  |                      |                 |                  |                   |                             |
|                        | REPORT TOTALS    | 48,945,635.34        | 7,742,021.81    | 9,672,374.26CR   | 47,015,282.89     | 48,023,206.22               |
| <hr/>                  |                  |                      |                 |                  |                   |                             |

SELECTION CRITERIA

-----  
PRINT CURRENT

FUND: All  
ACCOUNT TYPE: ALL CASH  
TRANSACTION DATES: 5/01/2024 THRU 5/31/2024  
PERIOD 13: EXCLUDE  
-----

PRINT OPTIONS

REPORT TYPE: SUMMARY  
RECAP ONLY: NO  
DESCRIPTIONS: NO  
-----

\*\*\* END OF REPORT \*\*\*





# **Revenue/Expense by Fund**

(Unaudited)

**May 2024**

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

101-General Fund  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                        | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u> |                   |                   |                        |                     |                   |                 |
| <u>GENERAL REVENUE</u> |                   |                   |                        |                     |                   |                 |
| Fines and Fees         | 82,000            | 27,297.72         | 106,736.27             | 0.00 (              | 24,736.27)        | 130.17          |
| Taxes                  | 5,988,000         | 533,821.92        | 5,080,857.11           | 0.00                | 907,142.89        | 84.85           |
| Grants                 | 131,686           | 0.00              | 65,842.88              | 0.00                | 65,843.12         | 50.00           |
| Donations              | 256,357           | 1,036.65          | 279,211.61             | 0.00 (              | 22,854.61)        | 108.92          |
| Charges for Services   | 8,804,329         | 746,559.09        | 5,701,527.35           | 0.00                | 3,102,801.65      | 64.76           |
| Permits                | 2,648,680         | 89,211.40         | 1,480,484.95           | 0.00                | 1,168,195.05      | 55.90           |
| Miscellaneous          | 847,102           | 61,354.06         | 534,508.98             | 0.00                | 312,593.02        | 63.10           |
| TOTAL GENERAL REVENUE  | 18,758,154        | 1,459,280.84      | 13,249,169.15          | 0.00                | 5,508,984.85      | 70.63           |
| TOTAL REVENUE          | 18,758,154        | 1,459,280.84      | 13,249,169.15          | 0.00                | 5,508,984.85      | 70.63           |
|                        | =====             | =====             | =====                  | =====               | =====             | =====           |

EXPENSE SUMMARY

Administration

|                       |           |            |            |             |            |        |
|-----------------------|-----------|------------|------------|-------------|------------|--------|
| Personnel             | 813,050   | 102,080.78 | 537,179.37 | 0.00        | 275,870.63 | 66.07  |
| Materials & Supplies  | 14,000    | 1,232.37   | 9,315.01   | 0.00        | 4,684.99   | 66.54  |
| Repairs & Maintenance | 45,044    | 439.24     | 16,083.80  | 4,140.98    | 24,819.22  | 44.90  |
| Utilities             | 23,000    | 1,292.41   | 14,420.03  | 0.00        | 8,579.97   | 62.70  |
| Contract Services     | 428,632   | 8,907.00   | 163,054.66 | 0.00        | 265,577.34 | 38.04  |
| Fees & Other Services | 196,637   | 22,089.44  | 180,151.21 | 0.00        | 16,485.79  | 91.62  |
| Miscellaneous         | 45,000    | 3,031.87   | 17,299.52  | 94,015.44 ( | 66,314.96) | 247.37 |
| TOTAL Administration  | 1,565,363 | 139,073.11 | 937,503.60 | 98,156.42   | 529,702.98 | 66.16  |

Police Department

|                         |           |            |              |           |              |        |
|-------------------------|-----------|------------|--------------|-----------|--------------|--------|
| Personnel               | 2,298,471 | 254,571.86 | 1,398,702.90 | 0.00      | 899,768.10   | 60.85  |
| Materials & Supplies    | 181,140   | 16,928.44  | 100,673.23   | 0.00      | 80,466.77    | 55.58  |
| Repairs & Maintenance   | 65,186    | 2,249.00   | 44,738.26    | 0.00      | 20,447.74    | 68.63  |
| Utilities               | 24,583    | 1,862.02   | 17,454.17    | 0.00      | 7,128.83     | 71.00  |
| Contract Services       | 59,121    | 2,390.00   | 33,541.70    | 0.00      | 25,579.30    | 56.73  |
| Fees & Other Services   | 97,347    | 2,990.06   | 55,644.41    | 0.00      | 41,702.59    | 57.16  |
| Public Safety           | 205,199   | 17,443.91  | 108,796.53   | 15,709.92 | 80,692.55    | 60.68  |
| Miscellaneous           | 65,843    | 0.00       | 65,846.88    | 0.00 (    | 3.88)        | 100.01 |
| TOTAL Police Department | 2,996,890 | 298,435.29 | 1,825,398.08 | 15,709.92 | 1,155,782.00 | 61.43  |

Fire Department

|                       |           |            |              |           |              |       |
|-----------------------|-----------|------------|--------------|-----------|--------------|-------|
| Personnel             | 5,318,181 | 541,427.95 | 3,299,432.22 | 0.00      | 2,018,748.78 | 62.04 |
| Materials & Supplies  | 398,891   | 29,281.70  | 262,098.05   | 40,191.86 | 96,601.09    | 75.78 |
| Repairs & Maintenance | 507,592   | 31,683.71  | 463,359.54   | 19,303.26 | 24,929.20    | 95.09 |
| Utilities             | 58,580    | 3,378.42   | 35,689.50    | 0.00      | 22,890.50    | 60.92 |
| Contract Services     | 55,700    | 0.00       | 20,239.78    | 0.00      | 35,460.22    | 36.34 |
| Fees & Other Services | 162,151   | 1,631.68   | 94,101.20    | 0.00      | 68,049.80    | 58.03 |
| Public Safety         | 90,893    | 1,370.26   | 47,310.58    | 11,660.00 | 31,922.42    | 64.88 |
| Debt Service          | 95,436    | 7,952.98   | 63,623.84    | 0.00      | 31,812.16    | 66.67 |
| TOTAL Fire Department | 6,687,424 | 616,726.70 | 4,285,854.71 | 71,155.12 | 2,330,414.17 | 65.15 |

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

101-General Fund  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                               | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>AAA</u>                    |                   |                   |                        |                     |                   |                 |
| <u>Streets Department</u>     |                   |                   |                        |                     |                   |                 |
| Personnel                     | 311,960           | 26,647.28         | 183,581.66             | 0.00                | 128,378.34        | 58.85           |
| Materials & Supplies          | 29,051            | 550.81            | 22,224.73              | 0.00                | 6,826.27          | 76.50           |
| Repairs & Maintenance         | 63,000            | 5,030.33          | 63,449.03              | 7,979.27 (          | 8,428.30)         | 113.38          |
| Utilities                     | 38,270            | 1,065.36          | 34,879.36              | 0.00                | 3,390.64          | 91.14           |
| Contract Services             | 20,350            | 0.00              | 9,900.49               | 0.00                | 10,449.51         | 48.65           |
| Fees & Other Services         | 4,463             | 140.00            | 1,738.35               | 1,568.29            | 1,156.36          | 74.09           |
| Miscellaneous                 | 41,588            | 0.00              | 26,587.76              | 8,418.00            | 6,582.24          | 84.17           |
| TOTAL Streets Department      | 508,682           | 33,433.78         | 342,361.38             | 17,965.56           | 148,355.06        | 70.84           |
| <u>Development Services</u>   |                   |                   |                        |                     |                   |                 |
| Personnel                     | 598,254           | 50,838.96         | 283,871.07             | 0.00                | 314,382.93        | 47.45           |
| Materials & Supplies          | 13,600            | 689.69            | 7,726.95               | 0.00                | 5,873.05          | 56.82           |
| Repairs & Maintenance         | 1,000             | 285.31            | 460.27                 | 0.00                | 539.73            | 46.03           |
| Contract Services             | 1,676,530         | 79,740.11         | 1,074,310.61           | 0.00                | 602,219.39        | 64.08           |
| Fees & Other Services         | 43,960            | 734.22            | 30,832.97              | 0.00                | 13,127.03         | 70.14           |
| Miscellaneous                 | 50,000            | 0.00              | 27,539.40              | 0.00                | 22,460.60         | 55.08           |
| TOTAL Development Services    | 2,383,344         | 132,288.29        | 1,424,741.27           | 0.00                | 958,602.73        | 59.78           |
| <u>Court</u>                  |                   |                   |                        |                     |                   |                 |
| Personnel                     | 76,128            | 9,029.95          | 50,050.75              | 0.00                | 26,077.25         | 65.75           |
| Materials & Supplies          | 800               | 103.25            | 808.19                 | 0.00 (              | 8.19)             | 101.02          |
| Contract Services             | 27,900            | 1,400.00          | 18,356.50              | 0.00                | 9,543.50          | 65.79           |
| Fees & Other Services         | 5,685             | 216.95            | 2,510.28               | 0.00                | 3,174.72          | 44.16           |
| TOTAL Court                   | 110,513           | 10,750.15         | 71,725.72              | 0.00                | 38,787.28         | 64.90           |
| <u>Parks &amp; Recreation</u> |                   |                   |                        |                     |                   |                 |
| Personnel                     | 213,066           | 21,208.48         | 121,719.57             | 0.00                | 91,346.43         | 57.13           |
| Materials & Supplies          | 11,300            | 58.50             | 4,450.37               | 0.00                | 6,849.63          | 39.38           |
| Repairs & Maintenance         | 30,000            | 4,761.02          | 17,512.10              | 0.00                | 12,487.90         | 58.37           |
| Utilities                     | 3,500             | 139.98            | 3,790.39               | 0.00 (              | 290.39)           | 108.30          |
| Fees & Other Services         | 8,370             | 550.00            | 2,630.64               | 0.00                | 5,739.36          | 31.43           |
| Miscellaneous                 | 160,000           | 6,281.57          | 83,349.17              | 0.00                | 76,650.83         | 52.09           |
| TOTAL Parks & Recreation      | 426,236           | 32,999.55         | 233,452.24             | 0.00                | 192,783.76        | 54.77           |
| <u>Library</u>                |                   |                   |                        |                     |                   |                 |
| Personnel                     | 263,466           | 32,411.34         | 174,348.01             | 0.00                | 89,117.99         | 66.17           |
| Materials & Supplies          | 55,060            | 4,780.50          | 36,148.52              | 4,646.29            | 14,265.19         | 74.09           |
| Repairs & Maintenance         | 68,000            | 685.00            | 66,892.96              | 0.00                | 1,107.04          | 98.37           |
| Utilities                     | 20,974            | 426.38            | 11,412.85              | 0.00                | 9,561.15          | 54.41           |
| Contract Services             | 1,800             | 0.00              | 450.00                 | 0.00                | 1,350.00          | 25.00           |
| Fees & Other Services         | 33,352            | 1,133.56          | 23,701.60              | 0.00                | 9,650.40          | 71.07           |
| Miscellaneous                 | 25,662            | 0.00              | 14,123.80              | 0.00                | 11,538.20         | 55.04           |
| TOTAL Library                 | 468,314           | 39,436.78         | 327,077.74             | 4,646.29            | 136,589.97        | 70.83           |

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

101-General Fund  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                                | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                          |                   |                   |                        |                     |                   |                 |
| Providence Village PD          |                   |                   |                        |                     |                   |                 |
| Personnel                      | 896,282           | 109,846.62        | 642,863.74             | 0.00                | 253,418.26        | 71.73           |
| Materials & Supplies           | 85,040            | 2,341.01          | 32,060.12              | 0.00                | 52,979.88         | 37.70           |
| Repairs & Maintenance          | 20,773            | 981.65            | 20,384.35              | 0.00                | 388.65            | 98.13           |
| Utilities                      | 5,655             | 909.21            | 6,726.53               | 0.00 (              | 1,071.53)         | 118.95          |
| Contract Services              | 3,300             | 920.00            | 2,130.00               | 0.00                | 1,170.00          | 64.55           |
| Fees & Other Services          | 59,411            | 2,500.00          | 36,209.52              | 0.00                | 23,201.48         | 60.95           |
| Public Safety                  | 53,566            | 0.00              | 30,978.30              | 5,236.64            | 17,351.06         | 67.61           |
| 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    | 1,124,027         | 117,498.49        | 792,150.78             | 5,236.64            | 326,639.58        | 70.94           |
| <hr/>                          |                   |                   |                        |                     |                   |                 |
| Fleet                          |                   |                   |                        |                     |                   |                 |
| <hr/>                          |                   |                   |                        |                     |                   |                 |
| HR                             |                   |                   |                        |                     |                   |                 |
| <hr/>                          |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENSES                 | 16,270,793        | 1,420,642.14      | 10,240,265.52          | 212,869.95          | 5,817,657.53      | 64.24           |
|                                | =====             | =====             | =====                  | =====               | =====             | =====           |
| REVENUE OVER/ (UNDER) EXPENSES | 2,487,361         | 38,638.70         | 3,008,903.63 (         | 212,869.95) (       | 308,672.68)       | 112.41          |

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

101-General Fund

% OF YEAR COMPLETED: 66.67

| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Fines and Fees</u>                    |                   |                   |                        |                     |                   |                 |
| 101-4000-01-4400 Fines and fees          | 80,000            | 26,652.44         | 103,615.10             | 0.00 (              | 23,615.10)        | 129.52          |
| 101-4000-01-4410 Warrant Income          | <u>2,000</u>      | <u>645.28</u>     | <u>3,121.17</u>        | <u>0.00 (</u>       | <u>1,121.17)</u>  | <u>156.06</u>   |
| TOTAL Fines and Fees                     | 82,000            | 27,297.72         | 106,736.27             | 0.00 (              | 24,736.27)        | 130.17          |
| <u>Taxes</u>                             |                   |                   |                        |                     |                   |                 |
| 101-4000-02-4100 Property Taxes          | 2,380,000 (       | 1,349.92)         | 2,414,565.51           | 0.00 (              | 34,565.51)        | 101.45          |
| 101-4000-02-4130 Sales Taxes             | 2,300,000         | 301,659.29        | 1,597,040.71           | 0.00                | 702,959.29        | 69.44           |
| 101-4000-02-4140 Franchise Tax-Electric  | 300,000           | 0.00              | 236,651.85             | 0.00                | 63,348.15         | 78.88           |
| 101-4000-02-4141 Franchise Tax-Gas       | 12,000            | 0.00              | 14,595.49              | 0.00 (              | 2,595.49)         | 121.63          |
| 101-4000-02-4142 Franchise Tax-Telephone | 4,000             | 346.67            | 2,498.08               | 0.00                | 1,501.92          | 62.45           |
| 101-4000-02-4143 Franchise Tax-Cable TV  | 12,000            | 89.26             | 8,391.81               | 0.00                | 3,608.19          | 69.93           |
| 101-4000-02-4144 Franchise Tax-Water     | 700,000           | 207,749.53        | 614,879.15             | 0.00                | 85,120.85         | 87.84           |
| 101-4000-02-4146 Franchise Tax-Garbage   | <u>280,000</u>    | <u>25,327.09</u>  | <u>192,234.51</u>      | <u>0.00</u>         | <u>87,765.49</u>  | <u>68.66</u>    |
| TOTAL Taxes                              | 5,988,000         | 533,821.92        | 5,080,857.11           | 0.00                | 907,142.89        | 84.85           |
| <u>Grants</u>                            |                   |                   |                        |                     |                   |                 |
| 101-4000-03-4391 Grants - Police         | <u>131,686</u>    | <u>0.00</u>       | <u>65,842.88</u>       | <u>0.00</u>         | <u>65,843.12</u>  | <u>50.00</u>    |
| TOTAL Grants                             | 131,686           | 0.00              | 65,842.88              | 0.00                | 65,843.12         | 50.00           |
| <u>Donations</u>                         |                   |                   |                        |                     |                   |                 |
| 101-4000-04-4390 Donations-Police        | 0                 | 0.00              | 1,261.00               | 0.00 (              | 1,261.00)         | 0.00            |
| 101-4000-04-4392 Donations-Fire          | 250,357           | 700.00            | 252,306.71             | 0.00 (              | 1,949.71)         | 100.78          |
| 101-4000-04-4393 Donations-Library       | <u>6,000</u>      | <u>336.65</u>     | <u>25,643.90</u>       | <u>0.00 (</u>       | <u>19,643.90)</u> | <u>427.40</u>   |
| TOTAL Donations                          | 256,357           | 1,036.65          | 279,211.61             | 0.00 (              | 22,854.61)        | 108.92          |
| <u>Charges for Services</u>              |                   |                   |                        |                     |                   |                 |
| 101-4000-06-4104 Aspen Meadow Police     | 97,000            | 8,253.62          | 60,656.49              | 0.00                | 36,343.51         | 62.53           |
| 101-4000-06-4312 DC FWSD # 8A            | 0                 | 13,654.79         | 97,464.34              | 0.00 (              | 97,464.34)        | 0.00            |
| 101-4000-06-4314 DC FWSD # 8B            | 0                 | 0.00              | 99,373.37              | 0.00 (              | 99,373.37)        | 0.00            |
| 101-4000-06-4316 Providence Village WCID | 0                 | 46,912.30         | 364,251.30             | 0.00 (              | 364,251.30)       | 0.00            |
| 101-4000-06-4318 DC FWSD # 10 Elm Ridge  | 0                 | 36,351.84         | 316,739.31             | 0.00 (              | 316,739.31)       | 0.00            |
| 101-4000-06-4319 Arrow Brook             | 0                 | 19,578.70         | 141,727.39             | 0.00 (              | 141,727.39)       | 0.00            |
| 101-4000-06-4320 DC FWSD # 11A           | 0                 | 24,865.34         | 173,296.21             | 0.00 (              | 173,296.21)       | 0.00            |
| 101-4000-06-4321 DC FWSD # 11B           | 0                 | 18,543.72         | 169,155.76             | 0.00 (              | 169,155.76)       | 0.00            |
| 101-4000-06-4323 DC FWSD #11C            | 0                 | 16,844.66         | 72,810.14              | 0.00 (              | 72,810.14)        | 0.00            |
| 101-4000-06-4370 DC FWSD Total Revenue   | 2,180,000         | 0.00              | 0.00                   | 0.00                | 2,180,000.00      | 0.00            |
| 101-4000-06-4401 Providence Village Poli | 1,274,388         | 79,000.88         | 849,592.00             | 0.00                | 424,796.00        | 66.67           |
| 101-4000-06-4402 Silverado Police        | 825,000           | 74,311.50         | 515,070.68             | 0.00                | 309,929.32        | 62.43           |
| 101-4000-06-4403 Sandbrock Police        | 350,000           | 16,761.92         | 246,870.02             | 0.00                | 103,129.98        | 70.53           |
| 101-4000-06-4404 DISD SRO                | 108,000           | 0.00              | 54,396.26              | 0.00                | 53,603.74         | 50.37           |
| 101-4000-06-4420 Accident Reports        | 500               | 60.00             | 426.00                 | 0.00                | 74.00             | 85.20           |
| 101-4000-06-4480 Library fines & fees    | 500               | 0.00              | 264.76                 | 0.00                | 235.24            | 52.95           |
| 101-4000-06-4481 Public Services - copie | 1,500             | 0.00              | 1,165.79               | 0.00                | 334.21            | 77.72           |
| 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 | 5,000             | 0.00              | 5,000.00               | 0.00                | 0.00              | 100.00          |
| 101-4000-06-4484 Cross Roads Library ILA | 5,000             | 0.00              | 0.00                   | 0.00                | 5,000.00          | 0.00            |
| 101-4000-06-4485 Providence Village Libr | 32,500            | 32,543.00         | 32,543.00              | 0.00 (              | 43.00)            | 100.13          |

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

101-General Fund

% OF YEAR COMPLETED: 66.67

| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 101-4000-06-4486 Silverado Library Fee   | 11,240            | 0.00              | 11,240.00              | 0.00                | 0.00              | 100.00          |
| 101-4000-06-4501 Community Building rent | 2,000             | 0.00              | 1,790.00               | 0.00                | 210.00            | 89.50           |
| 101-4000-06-4730 Denton County Pledge Fi | 10,000            | 0.00              | 10,000.00              | 0.00                | 0.00              | 100.00          |
| 101-4000-06-4732 Denton Co Medic         | 385,882           | 0.00              | 0.00                   | 0.00                | 385,882.00        | 0.00            |
| 101-4000-06-4735 Denton Co Fire Runs     | 800,000           | 87,500.00         | 675,700.00             | 0.00                | 124,300.00        | 84.46           |
| 101-4000-06-4741 Krugerville ILA Fire    | 165,000           | 41,908.75         | 83,817.50              | 0.00                | 81,182.50         | 50.80           |
| 101-4000-06-4742 Silverado Fire          | 900,000           | 82,707.94         | 552,818.46             | 0.00                | 347,181.54        | 61.42           |
| 101-4000-06-4744 Sandbrock Fire          | 250,000           | 20,952.40         | 169,320.65             | 0.00                | 80,679.35         | 67.73           |
| 101-4000-06-4745 Aspen Meadow Fire       | 110,000           | 9,177.94          | 64,912.54              | 0.00                | 45,087.46         | 59.01           |
| 101-4000-06-4746 Oak Point ILA EMS       | 50,469            | 0.00              | 50,469.00              | 0.00                | 0.00              | 100.00          |
| 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   | 1,200,000         | 116,629.79        | 878,156.38             | 0.00                | 321,843.62        | 73.18           |
| TOTAL Charges for Services               | 8,804,329         | 746,559.09        | 5,701,527.35           | 0.00                | 3,102,801.65      | 64.76           |
| <u>Permits</u>                           |                   |                   |                        |                     |                   |                 |
| 101-4000-07-4200 Building Permits        | 1,100,000         | 42,603.67         | 512,912.30             | 0.00                | 587,087.70        | 46.63           |
| 101-4000-07-4210 Plan Review fees        | 1,300,000         | 37,528.73         | 829,638.65             | 0.00                | 470,361.35        | 63.82           |
| 101-4000-07-4220 Inspection fees         | 225,000           | 6,714.00          | 115,759.00             | 0.00                | 109,241.00        | 51.45           |
| 101-4000-07-4250 Contractor registration | 4,000             | 605.00            | 3,905.00               | 0.00                | 95.00             | 97.63           |
| 101-4000-07-4260 Other Permit fee        | 3,000             | 60.00             | 3,540.00               | 0.00 (              | 540.00)           | 118.00          |
| 101-4000-07-4290 Health Permits          | 15,000            | 900.00            | 11,700.00              | 0.00                | 3,300.00          | 78.00           |
| 101-4000-07-4310 Demolition Permits      | 0                 | 300.00            | 750.00                 | 0.00 (              | 750.00)           | 0.00            |
| 101-4000-07-4320 Sign Permit             | 1,200             | 0.00              | 1,300.00               | 0.00 (              | 100.00)           | 108.33          |
| 101-4000-07-4330 Solicitation permit     | 360               | 0.00              | 360.00                 | 0.00                | 0.00              | 100.00          |
| 101-4000-07-4350 Alcohol Permit          | 120               | 500.00            | 620.00                 | 0.00 (              | 500.00)           | 516.67          |
| TOTAL Permits                            | 2,648,680         | 89,211.40         | 1,480,484.95           | 0.00                | 1,168,195.05      | 55.90           |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| 101-4000-09-4430 All Admin Fees          | 185,000           | 11,970.00         | 111,775.00             | 0.00                | 73,225.00         | 60.42           |
| 101-4000-09-4435 City Event Fees         | 80,000            | 11,250.00         | 35,580.00              | 0.00                | 44,420.00         | 44.48           |
| 101-4000-09-4500 Interest Income         | 400,000           | 38,134.06         | 299,240.47             | 0.00                | 100,759.53        | 74.81           |
| 101-4000-09-4540 Other Income            | 426               | 0.00              | 785.50                 | 0.00 (              | 359.50)           | 184.39          |
| 101-4000-09-4550 Gain on sale of assets  | 18,605            | 0.00              | 18,604.62              | 0.00                | 0.38              | 100.00          |
| 101-4000-09-4800 Insurance Proceeds      | 63,071            | 0.00              | 68,523.39              | 0.00 (              | 5,452.39)         | 108.64          |
| 101-4000-09-5630 DC SRO Reimbursement    | 100,000           | 0.00              | 0.00                   | 0.00                | 100,000.00        | 0.00            |
| TOTAL Miscellaneous                      | 847,102           | 61,354.06         | 534,508.98             | 0.00                | 312,593.02        | 63.10           |
| <u>Contingency/FB</u>                    |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE                            | 18,758,154        | 1,459,280.84      | 13,249,169.15          | 0.00                | 5,508,984.85      | 70.63           |

101-General Fund

DEPARTMENT - Administration

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5101-01-5101 Salaries                | 675,000           | 86,664.30         | 442,844.71             | 0.00                | 232,155.29        | 65.61           |
| 101-5101-01-5105 Overtime                | 2,500             | 321.76            | 1,753.58               | 0.00                | 746.42            | 70.14           |
| 101-5101-01-5106 Longevity               | 1,950             | 0.00              | 1,950.00               | 0.00                | 0.00              | 100.00          |
| 101-5101-01-5107 Retirement - TMRS       | 42,500            | 5,654.10          | 28,326.25              | 0.00                | 14,173.75         | 66.65           |
| 101-5101-01-5108 Payroll Tax Expense (me | 9,600             | 819.70            | 6,590.62               | 0.00                | 3,009.38          | 68.65           |
| 101-5101-01-5109 Group Health Insurance  | 65,000            | 7,448.07          | 47,313.57              | 0.00                | 17,686.43         | 72.79           |
| 101-5101-01-5110 Workers Comp TML        | 1,500             | 0.00              | 973.23                 | 0.00                | 526.77            | 64.88           |
| 101-5101-01-5621 Travel & Training       | 15,000            | 1,172.85          | 7,427.41               | 0.00                | 7,572.59          | 49.52           |
| TOTAL Personnel                          | 813,050           | 102,080.78        | 537,179.37             | 0.00                | 275,870.63        | 66.07           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 101-5101-03-5050 Office Supplies         | 12,000            | 1,039.85          | 7,948.32               | 0.00                | 4,051.68          | 66.24           |
| 101-5101-03-5090 Postage                 | 2,000             | 192.52            | 1,366.69               | 0.00                | 633.31            | 68.33           |
| TOTAL Materials & Supplies               | 14,000            | 1,232.37          | 9,315.01               | 0.00                | 4,684.99          | 66.54           |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 101-5101-04-5120 Building Maintenance    | 41,544            | 345.00            | 15,331.37              | 4,140.98            | 22,071.65         | 46.87           |
| 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             | 94.24             | 185.22                 | 0.00                | 1,814.78          | 9.26            |
| TOTAL Repairs & Maintenance              | 45,044            | 439.24            | 16,083.80              | 4,140.98            | 24,819.22         | 44.90           |
| <u>Utilities</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5101-05-5616 Utilities -Electricity  | 8,000             | 222.92            | 4,467.39               | 0.00                | 3,532.61          | 55.84           |
| 101-5101-05-5617 Utilities -Gas          | 2,500             | 87.34             | 1,383.45               | 0.00                | 1,116.55          | 55.34           |
| 101-5101-05-5618 Utilities -Telephone    | 8,500             | 687.69            | 5,765.03               | 0.00                | 2,734.97          | 67.82           |
| 101-5101-05-5619 Utilities -Water/Sewer  | 4,000             | 294.46            | 2,804.16               | 0.00                | 1,195.84          | 70.10           |
| TOTAL Utilities                          | 23,000            | 1,292.41          | 14,420.03              | 0.00                | 8,579.97          | 62.70           |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 101-5101-06-5060 Election Services       | 132               | 0.00              | 132.00                 | 0.00                | 0.00              | 100.00          |
| 101-5101-06-5230 Contract Labor          | 3,000             | 55.00             | 591.80                 | 0.00                | 2,408.20          | 19.73           |
| 101-5101-06-5240 Drug testing/background | 1,500             | 0.00              | 1,058.00               | 0.00                | 442.00            | 70.53           |
| 101-5101-06-5300 Benefits Administration | 20,000            | 1,670.00          | 13,872.54              | 0.00                | 6,127.46          | 69.36           |
| 101-5101-06-5620 Legal & Professional    | 400,000           | 7,010.00          | 144,982.32             | 0.00                | 255,017.68        | 36.25           |
| 101-5101-06-5685 Storage Building        | 4,000             | 172.00            | 2,418.00               | 0.00                | 1,582.00          | 60.45           |
| TOTAL Contract Services                  | 428,632           | 8,907.00          | 163,054.66             | 0.00                | 265,577.34        | 38.04           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 101-5101-07-5150 Printing                | 12,200            | 8,099.80          | 20,633.63              | 0.00 (              | 8,433.63)         | 169.13          |
| 101-5101-07-5190 Insurance - TML         | 6,000             | 0.00              | 4,322.54               | 0.00                | 1,677.46          | 72.04           |
| 101-5101-07-5220 Advertising & Notices   | 5,300             | 424.28            | 3,269.62               | 0.00                | 2,030.38          | 61.69           |
| 101-5101-07-5260 Dues and Membership     | 8,000             | 853.62            | 9,017.38               | 0.00 (              | 1,017.38)         | 112.72          |
| 101-5101-07-5280 Copier Maintenance cont | 9,000             | 540.40            | 4,837.37               | 0.00                | 4,162.63          | 53.75           |
| 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 | 31,165            | 0.00              | 15,582.40              | 0.00                | 15,582.60         | 50.00           |
| 101-5101-07-5540 Bond Insurance          | 1,407             | 0.00              | 1,407.00               | 0.00                | 0.00              | 100.00          |
| 101-5101-07-5665 Technology              | 115,000           | 12,171.34         | 112,739.17             | 0.00                | 2,260.83          | 98.03           |

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

101-General Fund

DEPARTMENT - Administration

% OF YEAR COMPLETED: 66.67

| EXPENSES                               | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|----------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 101-5101-07-5666 Bank Fees             | 5,565             | 0.00              | 8,342.10               | 0.00                | ( 2,777.10)       | 149.90          |
| TOTAL Fees & Other Services            | 196,637           | 22,089.44         | 180,151.21             | 0.00                | 16,485.79         | 91.62           |
| <u>Miscellaneous</u>                   |                   |                   |                        |                     |                   |                 |
| 101-5101-09-5130 Community Development | 25,000            | 1,357.88          | 5,550.15               | 0.00                | 19,449.85         | 22.20           |
| 101-5101-09-5131 Meetings              | 5,000             | 232.83            | 407.67                 | 0.00                | 4,592.33          | 8.15            |
| 101-5101-09-5132 Employee Appreciation | 15,000            | 0.00              | 9,900.54               | 1,600.00            | 3,499.46          | 76.67           |
| 101-5101-09-5140 Miscellaneous         | 0                 | 1,441.16          | 1,441.16               | 0.00                | ( 1,441.16)       | 0.00            |
| 101-5101-09-5685 Capital Expenditures  | 0                 | 0.00              | 0.00                   | 92,415.44           | ( 92,415.44)      | 0.00            |
| TOTAL Miscellaneous                    | 45,000            | 3,031.87          | 17,299.52              | 94,015.44           | ( 66,314.96)      | 247.37          |
| <u>Debt Service</u>                    |                   |                   |                        |                     |                   |                 |
| TOTAL Administration                   | 1,565,363         | 139,073.11        | 937,503.60             | 98,156.42           | 529,702.98        | 66.16           |



101-General Fund

DEPARTMENT - Police Department

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5102-01-5101 Salaries                | 1,792,391         | 207,973.58        | 1,067,253.23           | 0.00                | 725,137.77        | 59.54           |
| 101-5102-01-5105 Overtime                | 50,127            | 4,417.11          | 29,497.28              | 0.00                | 20,629.72         | 58.85           |
| 101-5102-01-5106 Longevity               | 1,375             | 0.00              | 1,375.00               | 0.00                | 0.00              | 100.00          |
| 101-5102-01-5107 Retirement - TMRS       | 119,839           | 13,805.38         | 71,264.59              | 0.00                | 48,574.41         | 59.47           |
| 101-5102-01-5108 Payroll Tax Expense (me | 28,597            | 2,043.05          | 16,105.72              | 0.00                | 12,491.28         | 56.32           |
| 101-5102-01-5109 Group Health Insurance  | 219,492           | 21,317.40         | 133,832.13             | 0.00                | 85,659.87         | 60.97           |
| 101-5102-01-5110 Workers Comp TML        | 60,045            | 0.00              | 60,043.94              | 0.00                | 1.06              | 100.00          |
| 101-5102-01-5621 Travel & Training       | 26,605            | 5,015.34          | 19,331.01              | 0.00                | 7,273.99          | 72.66           |
| TOTAL Personnel                          | 2,298,471         | 254,571.86        | 1,398,702.90           | 0.00                | 899,768.10        | 60.85           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 101-5102-03-5050 Office Supplies         | 9,212             | 624.49            | 6,855.23               | 0.00                | 2,356.77          | 74.42           |
| 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           | 12,615.06         | 65,651.02              | 0.00                | 63,348.98         | 50.89           |
| 101-5102-03-5081 Uniforms                | 25,804            | 3,685.69          | 21,293.85              | 0.00                | 4,510.15          | 82.52           |
| 101-5102-03-5082 Ballistic Vests         | 14,124            | 0.00              | 6,544.86               | 0.00                | 7,579.14          | 46.34           |
| 101-5102-03-5090 Postage                 | 500               | 3.20              | 328.27                 | 0.00                | 171.73            | 65.65           |
| TOTAL Materials & Supplies               | 181,140           | 16,928.44         | 100,673.23             | 0.00                | 80,466.77         | 55.58           |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 101-5102-04-5120 Building Maintenance    | 8,000             | 315.00            | 2,725.00               | 0.00                | 5,275.00          | 34.06           |
| 101-5102-04-5121 Equipment Maintenance   | 2,000             | 0.00              | 454.50                 | 0.00                | 1,545.50          | 22.73           |
| 101-5102-04-5122 Vehicle Maintenance     | 55,186            | 1,934.00          | 41,558.76              | 0.00                | 13,627.24         | 75.31           |
| TOTAL Repairs & Maintenance              | 65,186            | 2,249.00          | 44,738.26              | 0.00                | 20,447.74         | 68.63           |
| <u>Utilities</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5102-05-5616 Utilities -Electricity  | 3,500             | 0.00              | 2,321.08               | 0.00                | 1,178.92          | 66.32           |
| 101-5102-05-5618 Utilities -Telephone    | 18,883            | 1,760.45          | 14,336.66              | 0.00                | 4,546.34          | 75.92           |
| 101-5102-05-5619 Utilities -Water/Sewer  | 2,200             | 101.57            | 796.43                 | 0.00                | 1,403.57          | 36.20           |
| TOTAL Utilities                          | 24,583            | 1,862.02          | 17,454.17              | 0.00                | 7,128.83          | 71.00           |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 101-5102-06-5240 Drug testing/background | 2,700             | 2,275.00          | 4,725.50               | 0.00 (              | 2,025.50)         | 175.02          |
| 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               | 0.00              | 480.00                 | 0.00                | 60.00             | 88.89           |
| 101-5102-06-5690 Forensic Testing        | 24,010            | 115.00            | 465.00                 | 0.00                | 23,545.00         | 1.94            |
| TOTAL Contract Services                  | 59,121            | 2,390.00          | 33,541.70              | 0.00                | 25,579.30         | 56.73           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 101-5102-07-5190 Insurance - TML         | 28,500            | 0.00              | 20,532.07              | 0.00                | 7,967.93          | 72.04           |
| 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             | 277.80            | 1,233.80               | 0.00                | 766.20            | 61.69           |
| 101-5102-07-5280 Maintenance contracts   | 50,000            | 2,331.36 (        | 471.46)                | 0.00                | 50,471.46         | 0.94-           |
| 101-5102-07-5665 Technology              | 16,547            | 380.90            | 34,265.00              | 0.00 (              | 17,718.00)        | 207.08          |
| TOTAL Fees & Other Services              | 97,347            | 2,990.06          | 55,644.41              | 0.00                | 41,702.59         | 57.16           |

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

101-General Fund

DEPARTMENT - Police Department

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Public Safety</u>                     |                   |                   |                        |                     |                   |                 |
| 101-5102-08-5070 Police Supplies         | 13,810            | 0.00              | 5,751.41               | 0.00                | 8,058.59          | 41.65           |
| 101-5102-08-5071 Communications Supplies | 24,683            | 8,330.00          | 8,330.00               | 15,709.92           | 643.08            | 97.39           |
| 101-5102-08-5072 Promotional Supplies    | 5,840             | 65.18             | 4,280.18               | 0.00                | 1,559.82          | 73.29           |
| 101-5102-08-5625 Ammo/Firearms/Safety Eq | 62,149            | 48.73             | 18,200.54              | 0.00                | 43,948.46         | 29.29           |
| 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            | 9,000.00          | 43,700.00              | 0.00                | 0.00              | 100.00          |
| 101-5102-08-5687 Denton Cty Communicatio | 49,286            | 0.00              | 24,644.00              | 0.00                | 24,642.00         | 50.00           |
| TOTAL Public Safety                      | 205,199           | 17,443.91         | 108,796.53             | 15,709.92           | 80,692.55         | 60.68           |
| <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     | 65,843            | 0.00              | 65,847.88              | 0.00 (              | 4.88)             | 100.01          |
| TOTAL Miscellaneous                      | 65,843            | 0.00              | 65,846.88              | 0.00 (              | 3.88)             | 100.01          |
| <u>Debt Service</u>                      |                   |                   |                        |                     |                   |                 |
| TOTAL Police Department                  | 2,996,890         | 298,435.29        | 1,825,398.08           | 15,709.92           | 1,155,782.00      | 61.43           |

101-General Fund

DEPARTMENT - Fire Department

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5103-01-5101 Salaries                | 3,831,375         | 400,287.57        | 2,404,427.51           | 0.00                | 1,426,947.49      | 62.76           |
| 101-5103-01-5105 Overtime                | 490,375           | 58,877.26         | 242,462.84             | 0.00                | 247,912.16        | 49.44           |
| 101-5103-01-5106 Longevity               | 7,850             | 0.00              | 7,850.00               | 0.00                | 0.00              | 100.00          |
| 101-5103-01-5107 Retirement - TMRS       | 282,724           | 29,845.78         | 171,615.18             | 0.00                | 111,108.82        | 60.70           |
| 101-5103-01-5108 Payroll Tax Expense (me | 63,069            | 4,393.09          | 39,166.04              | 0.00                | 23,902.96         | 62.10           |
| 101-5103-01-5109 Group Health Insurance  | 459,888           | 40,822.65         | 279,988.35             | 0.00                | 179,899.65        | 60.88           |
| 101-5103-01-5110 Workers Comp TML        | 118,800           | 0.00              | 118,243.76             | 0.00                | 556.24            | 99.53           |
| 101-5103-01-5621 Travel/Training         | 64,100            | 7,201.60          | 35,678.54              | 0.00                | 28,421.46         | 55.66           |
| TOTAL Personnel                          | 5,318,181         | 541,427.95        | 3,299,432.22           | 0.00                | 2,018,748.78      | 62.04           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 101-5103-03-5080 Gas & Oil               | 109,800           | 7,976.72          | 60,727.84              | 0.00                | 49,072.16         | 55.31           |
| 101-5103-03-5081 Uniforms                | 114,091           | 8,916.89          | 96,135.11              | 38,050.99           | 20,095.10)        | 117.61          |
| 101-5103-03-5090 Postage                 | 300               | 9.85              | 186.95                 | 0.00                | 113.05            | 62.32           |
| 101-5103-03-5150 Office Supplies         | 14,700            | 2,066.12          | 11,441.33              | 0.00                | 3,258.67          | 77.83           |
| 101-5103-03-5155 Supplies - Medic        | 160,000           | 10,312.12         | 93,606.82              | 2,140.87            | 64,252.31         | 59.84           |
| TOTAL Materials & Supplies               | 398,891           | 29,281.70         | 262,098.05             | 40,191.86           | 96,601.09         | 75.78           |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 101-5103-04-5120 Building Maintenance    | 71,000            | 15,037.05         | 86,950.23              | 14,850.03           | 30,800.26)        | 143.38          |
| 101-5103-04-5121 Equipment Maintenance   | 302,592           | 9,163.67          | 268,326.42             | 0.00                | 34,265.58         | 88.68           |
| 101-5103-04-5122 Vehicle Maintenance     | 134,000           | 7,482.99          | 108,082.89             | 4,453.23            | 21,463.88         | 83.98           |
| TOTAL Repairs & Maintenance              | 507,592           | 31,683.71         | 463,359.54             | 19,303.26           | 24,929.20         | 95.09           |
| <u>Utilities</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5103-05-5616 Utilities -Electricity  | 16,000            | 1,215.35          | 15,162.57              | 0.00                | 837.43            | 94.77           |
| 101-5103-05-5617 Utilities -Gas          | 6,900             | 61.75             | 3,780.22               | 0.00                | 3,119.78          | 54.79           |
| 101-5103-05-5618 Utilities -Telephone    | 25,980            | 1,146.83          | 10,883.23              | 0.00                | 15,096.77         | 41.89           |
| 101-5103-05-5619 Utilities -Water/Sewer  | 7,600             | 793.50            | 4,699.44               | 0.00                | 2,900.56          | 61.83           |
| 101-5103-05-5620 Direct TV Navo          | 2,100             | 160.99            | 1,164.04               | 0.00                | 935.96            | 55.43           |
| TOTAL Utilities                          | 58,580            | 3,378.42          | 35,689.50              | 0.00                | 22,890.50         | 60.92           |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 101-5103-06-5240 Drug testing/background | 2,100             | 0.00              | 1,589.00               | 0.00                | 511.00            | 75.67           |
| 101-5103-06-5620 Legal and Professional  | 53,000            | 0.00              | 18,088.28              | 0.00                | 34,911.72         | 34.13           |
| 101-5103-06-5658 Fire Extinguishers      | 600               | 0.00              | 562.50                 | 0.00                | 37.50             | 93.75           |
| TOTAL Contract Services                  | 55,700            | 0.00              | 20,239.78              | 0.00                | 35,460.22         | 36.34           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 101-5103-07-5190 Insurance - TML         | 77,751            | 0.00              | 56,013.62              | 0.00                | 21,737.38         | 72.04           |
| 101-5103-07-5260 Dues and Memberships    | 12,400            | 130.00            | 7,136.32               | 0.00                | 5,263.68          | 57.55           |
| 101-5103-07-5280 Copier Maintenance Cont | 2,000             | 140.00            | 1,578.96               | 0.00                | 421.04            | 78.95           |
| 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          | 26,907.30              | 0.00                | 13,092.70         | 67.27           |
| TOTAL Fees & Other Services              | 162,151           | 1,631.68          | 94,101.20              | 0.00                | 68,049.80         | 58.03           |

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

101-General Fund

DEPARTMENT - Fire Department

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Public Safety</u>                     |                   |                   |                        |                     |                   |                 |
| 101-5103-08-5070 Firefighting Supplies   | 35,000            | 1,370.26          | 19,362.58              | 11,660.00           | 3,977.42          | 88.64           |
| 101-5103-08-5687 Denton Cty Communicatio | 55,893            | 0.00              | 27,948.00              | 0.00                | 27,945.00         | 50.00           |
| TOTAL Public Safety                      | 90,893            | 1,370.26          | 47,310.58              | 11,660.00           | 31,922.42         | 64.88           |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| <u>Debt Service</u>                      |                   |                   |                        |                     |                   |                 |
| 101-5103-98-5693 Capital Lease - '18 Pir | 95,436            | 7,952.98          | 63,623.84              | 0.00                | 31,812.16         | 66.67           |
| TOTAL Debt Service                       | 95,436            | 7,952.98          | 63,623.84              | 0.00                | 31,812.16         | 66.67           |
| <u>TOTAL Fire Department</u>             |                   |                   |                        |                     |                   |                 |
| TOTAL Fire Department                    | 6,687,424         | 616,726.70        | 4,285,854.71           | 71,155.12           | 2,330,414.17      | 65.15           |

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

101-General Fund

DEPARTMENT - AAA

% OF YEAR COMPLETED: 66.67

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

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

101-General Fund

DEPARTMENT - Streets Department

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5105-01-5101 Salaries                | 235,796           | 20,619.91         | 138,477.09             | 0.00                | 97,318.91         | 58.73           |
| 101-5105-01-5105 Overtime                | 6,000             | 692.37            | 4,458.79               | 0.00                | 1,541.21          | 74.31           |
| 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            | 1,385.29          | 9,253.18               | 0.00                | 6,531.82          | 58.62           |
| 101-5105-01-5108 Payroll Tax Expense (me | 3,521             | 201.69            | 2,381.06               | 0.00                | 1,139.94          | 67.62           |
| 101-5105-01-5109 Group Health Insurance  | 41,808            | 3,163.05          | 23,599.57              | 0.00                | 18,208.43         | 56.45           |
| 101-5105-01-5110 Workers Comp TML        | 3,000             | 0.00              | 2,085.51               | 0.00                | 914.49            | 69.52           |
| 101-5105-01-5121 Travel & Training       | 5,000             | 584.97            | 2,276.46               | 0.00                | 2,723.54          | 45.53           |
| TOTAL Personnel                          | 311,960           | 26,647.28         | 183,581.66             | 0.00                | 128,378.34        | 58.85           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 101-5105-03-5050 Office Supplies         | 2,000             | 115.39            | 1,043.31               | 0.00                | 956.69            | 52.17           |
| 101-5105-03-5080 Gas & Oil               | 8,251             | 365.22            | 6,389.05               | 0.00                | 1,861.95          | 77.43           |
| 101-5105-03-5081 Uniforms                | 2,000             | 0.00              | 1,870.57               | 0.00                | 129.43            | 93.53           |
| 101-5105-03-5607 Rock, Sand and Gravel   | 8,800             | 0.00              | 8,136.00               | 0.00                | 664.00            | 92.45           |
| 101-5105-03-5608 Chemicals Purchased     | 4,000             | 0.00              | 1,311.84               | 0.00                | 2,688.16          | 32.80           |
| 101-5105-03-5630 Tools                   | 4,000             | 70.20             | 3,473.96               | 0.00                | 526.04            | 86.85           |
| TOTAL Materials & Supplies               | 29,051            | 550.81            | 22,224.73              | 0.00                | 6,826.27          | 76.50           |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 101-5105-04-5121 Equipment Maintenance   | 10,000            | 990.67            | 13,704.94              | 0.00 (              | 3,704.94)         | 137.05          |
| 101-5105-04-5122 Vehicle Maintenance     | 0                 | 499.33            | 1,692.33               | 0.00 (              | 1,692.33)         | 0.00            |
| 101-5105-04-5609 Street Signs            | 45,000            | 1,511.19          | 42,195.38              | 7,979.27 (          | 5,174.65)         | 111.50          |
| 101-5105-04-5629 Street maintenance      | 8,000             | 2,029.14          | 5,856.38               | 0.00                | 2,143.62          | 73.20           |
| TOTAL Repairs & Maintenance              | 63,000            | 5,030.33          | 63,449.03              | 7,979.27 (          | 8,428.30)         | 113.38          |
| <u>Utilities</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5105-05-5616 Utilities - Electricity | 38,270            | 1,065.36          | 34,879.36              | 0.00                | 3,390.64          | 91.14           |
| TOTAL Utilities                          | 38,270            | 1,065.36          | 34,879.36              | 0.00                | 3,390.64          | 91.14           |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 101-5105-06-5240 Drug testing/background | 350               | 0.00              | 177.50                 | 0.00                | 172.50            | 50.71           |
| 101-5105-06-5620 Legal and Professional  | 20,000            | 0.00              | 9,722.99               | 0.00                | 10,277.01         | 48.61           |
| TOTAL Contract Services                  | 20,350            | 0.00              | 9,900.49               | 0.00                | 10,449.51         | 48.65           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 101-5105-07-5190 Insurance - TML         | 1,563             | 0.00              | 1,126.02               | 0.00                | 436.98            | 72.04           |
| 101-5105-07-5220 Advertising & Public No | 250               | 0.00              | 0.00                   | 0.00                | 250.00            | 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             | 140.00            | 612.33                 | 1,568.29 (          | 180.62)           | 109.03          |
| TOTAL Fees & Other Services              | 4,463             | 140.00            | 1,738.35               | 1,568.29            | 1,156.36          | 74.09           |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| 101-5105-09-5685 Capital - equipment     | 26,588            | 0.00              | 26,587.76              | 0.00                | 0.24              | 100.00          |
| 101-5105-09-5689 Capital - streets       | 15,000            | 0.00              | 0.00                   | 8,418.00            | 6,582.00          | 56.12           |
| TOTAL Miscellaneous                      | 41,588            | 0.00              | 26,587.76              | 8,418.00            | 6,582.24          | 84.17           |
| TOTAL Streets Department                 | 508,682           | 33,433.78         | 342,361.38             | 17,965.56           | 148,355.06        | 70.84           |

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

101-General Fund

DEPARTMENT - Development Services

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5107-01-5101 Salaries                | 481,829           | 41,203.92         | 214,925.34             | 0.00                | 266,903.66        | 44.61           |
| 101-5107-01-5105 Overtime                | 4,000             | 1,257.10          | 5,116.46               | 0.00 (              | 1,116.46)         | 127.91          |
| 101-5107-01-5106 Longevity               | 250               | 0.00              | 250.00                 | 0.00                | 0.00              | 100.00          |
| 101-5107-01-5107 Retirement - TMRS       | 25,000            | 2,693.26          | 14,426.21              | 0.00                | 10,573.79         | 57.70           |
| 101-5107-01-5108 Payroll Tax Expense (me | 6,000             | 392.97            | 3,041.25               | 0.00                | 2,958.75          | 50.69           |
| 101-5107-01-5109 Group Health Insurance  | 60,000            | 5,271.75          | 31,656.28              | 0.00                | 28,343.72         | 52.76           |
| 101-5107-01-5110 Workers Comp TML        | 16,000            | 0.00              | 13,572.24              | 0.00                | 2,427.76          | 84.83           |
| 101-5107-01-5621 Travel/Training         | 5,175             | 19.96             | 883.29                 | 0.00                | 4,291.71          | 17.07           |
| TOTAL Personnel                          | 598,254           | 50,838.96         | 283,871.07             | 0.00                | 314,382.93        | 47.45           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 101-5107-03-5050 Office Supplies         | 7,000             | 647.98            | 6,151.67               | 0.00                | 848.33            | 87.88           |
| 101-5107-03-5080 Gas & Oil               | 3,000             | 41.71             | 293.48                 | 0.00                | 2,706.52          | 9.78            |
| 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                | 1,500             | 0.00              | 470.00                 | 0.00                | 1,030.00          | 31.33           |
| TOTAL Materials & Supplies               | 13,600            | 689.69            | 7,726.95               | 0.00                | 5,873.05          | 56.82           |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 101-5107-04-5122 Vehicle Maintenance     | 1,000             | 285.31            | 460.27                 | 0.00                | 539.73            | 46.03           |
| TOTAL Repairs & Maintenance              | 1,000             | 285.31            | 460.27                 | 0.00                | 539.73            | 46.03           |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 101-5107-06-5240 Drug testing/background | 400               | 0.00              | 400.50                 | 0.00 (              | 0.50)             | 100.13          |
| 101-5107-06-5620 Legal and Professional  | 75,000            | 25,929.61         | 89,308.19              | 0.00 (              | 14,308.19)        | 119.08          |
| 101-5107-06-5723 Animal Control          | 56,130            | 0.00              | 31,302.00              | 0.00                | 24,828.00         | 55.77           |
| 101-5107-06-5724 Code Enforcement        | 0                 | 4,186.20          | 4,186.20               | 0.00 (              | 4,186.20)         | 0.00            |
| 101-5107-06-5725 Mowing and clean-up     | 35,000            | 3,700.00          | 27,759.95              | 0.00                | 7,240.05          | 79.31           |
| 101-5107-06-5763 Inspectors - Bureau Ver | 1,450,000         | 45,924.30         | 853,302.08             | 0.00                | 596,697.92        | 58.85           |
| 101-5107-06-5764 Planners                | 60,000            | 0.00              | 68,051.69              | 0.00 (              | 8,051.69)         | 113.42          |
| TOTAL Contract Services                  | 1,676,530         | 79,740.11         | 1,074,310.61           | 0.00                | 602,219.39        | 64.08           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 101-5107-07-5190 Insurance - TML         | 1,300             | 0.00              | 936.55                 | 0.00                | 363.45            | 72.04           |
| 101-5107-07-5220 Advertising & Notices   | 2,000             | 0.00              | 964.35                 | 0.00                | 1,035.65          | 48.22           |
| 101-5107-07-5260 Dues and Memberships    | 2,160             | 232.47            | 840.47                 | 0.00                | 1,319.53          | 38.91           |
| 101-5107-07-5665 Technology              | 35,000            | 262.50            | 25,096.35              | 0.00                | 9,903.65          | 71.70           |
| 101-5107-07-5762 Filing Fees             | 3,000             | 239.25            | 2,995.25               | 0.00                | 4.75              | 99.84           |
| 101-5107-07-5765 Property Liens          | 500               | 0.00              | 0.00                   | 0.00                | 500.00            | 0.00            |
| TOTAL Fees & Other Services              | 43,960            | 734.22            | 30,832.97              | 0.00                | 13,127.03         | 70.14           |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| 101-5107-09-5685 Capital Equipment       | 50,000            | 0.00              | 27,539.40              | 0.00                | 22,460.60         | 55.08           |
| TOTAL Miscellaneous                      | 50,000            | 0.00              | 27,539.40              | 0.00                | 22,460.60         | 55.08           |

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

101-General Fund

DEPARTMENT - Development Services

% OF YEAR COMPLETED: 66.67

| EXPENSES                   | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|----------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| Debt Service               |                   |                   |                        |                     |                   |                 |
| TOTAL Development Services | 2,383,344         | 132,288.29        | 1,424,741.27           | 0.00                | 958,602.73        | 59.78           |



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

101-General Fund  
DEPARTMENT - Court

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5108-01-5101 Salaries                | 59,100            | 7,053.51          | 39,479.91              | 0.00                | 19,620.09         | 66.80           |
| 101-5108-01-5105 Overtime                | 1,000             | 44.34             | 618.00                 | 0.00                | 382.00            | 61.80           |
| 101-5108-01-5106 Longevity               | 350               | 0.00              | 350.00                 | 0.00                | 0.00              | 100.00          |
| 101-5108-01-5107 Retirement - TMRS       | 3,929             | 461.37            | 2,629.14               | 0.00                | 1,299.86          | 66.92           |
| 101-5108-01-5108 Payroll Tax Expense (me | 877               | 66.38             | 595.62                 | 0.00                | 281.38            | 67.92           |
| 101-5108-01-5109 Group Health Insurance  | 10,452            | 1,054.35          | 5,794.65               | 0.00                | 4,657.35          | 55.44           |
| 101-5108-01-5110 Workers Comp TML        | 120               | 0.00              | 83.43                  | 0.00                | 36.57             | 69.53           |
| 101-5108-01-5621 Travel/Training         | 300               | 350.00            | 500.00                 | 0.00                | (200.00)          | 166.67          |
| TOTAL Personnel                          | 76,128            | 9,029.95          | 50,050.75              | 0.00                | 26,077.25         | 65.75           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 101-5108-03-5050 Office Supplies         | 200               | 39.89             | 461.69                 | 0.00                | (261.69)          | 230.85          |
| 101-5108-03-5090 Postage                 | 500               | 63.36             | 346.50                 | 0.00                | 153.50            | 69.30           |
| 101-5108-03-5150 Printing                | 100               | 0.00              | 0.00                   | 0.00                | 100.00            | 0.00            |
| TOTAL Materials & Supplies               | 800               | 103.25            | 808.19                 | 0.00                | (8.19)            | 101.02          |
| <u>Repairs &amp; 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            | 0.00              | 7,156.50               | 0.00                | 2,843.50          | 71.57           |
| 101-5108-06-5765 Contract Svcs - Judge   | 15,000            | 1,400.00          | 11,200.00              | 0.00                | 3,800.00          | 74.67           |
| TOTAL Contract Services                  | 27,900            | 1,400.00          | 18,356.50              | 0.00                | 9,543.50          | 65.79           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 101-5108-07-5190 Insurance - TML         | 1,300             | 0.00              | 936.55                 | 0.00                | 363.45            | 72.04           |
| 101-5108-07-5260 Dues and Memberships    | 150               | 216.95            | 302.90                 | 0.00                | (152.90)          | 201.93          |
| 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             | 216.95            | 2,510.28               | 0.00                | 3,174.72          | 44.16           |
| <u>Debt Service</u>                      |                   |                   |                        |                     |                   |                 |
| TOTAL Court                              | 110,513           | 10,750.15         | 71,725.72              | 0.00                | 38,787.28         | 64.90           |

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

101-General Fund

DEPARTMENT - Parks & Recreation

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5110-01-5101 Salaries                | 160,000           | 15,869.33         | 85,191.69              | 0.00                | 74,808.31         | 53.24           |
| 101-5110-01-5105 Overtime                | 6,000             | 925.36            | 6,048.36               | 0.00                | ( 48.36)          | 100.81          |
| 101-5110-01-5106 Longevity               | 50                | 0.00              | 0.00                   | 0.00                | 50.00             | 0.00            |
| 101-5110-01-5107 Retirement - TMRS       | 8,968             | 1,091.65          | 5,930.57               | 0.00                | 3,037.43          | 66.13           |
| 101-5110-01-5108 Payroll Tax Expense (me | 2,000             | 167.01            | 1,372.07               | 0.00                | 627.93            | 68.60           |
| 101-5110-01-5109 Group Health Insurance  | 30,000            | 3,155.13          | 18,541.17              | 0.00                | 11,458.83         | 61.80           |
| 101-5110-01-5110 Workers Comp TML        | 2,048             | 0.00              | 1,536.33               | 0.00                | 511.67            | 75.02           |
| 101-5110-01-5121 Travel & Training       | <u>4,000</u>      | <u>0.00</u>       | <u>3,099.38</u>        | <u>0.00</u>         | <u>900.62</u>     | <u>77.48</u>    |
| TOTAL Personnel                          | 213,066           | 21,208.48         | 121,719.57             | 0.00                | 91,346.43         | 57.13           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 101-5110-03-5050 Office Supplies         | 6,000             | 0.00              | 968.38                 | 0.00                | 5,031.62          | 16.14           |
| 101-5110-03-5080 Gas & Oil               | 1,200             | 58.50             | 487.52                 | 0.00                | 712.48            | 40.63           |
| 101-5110-03-5081 Uniforms                | 600               | 0.00              | 425.78                 | 0.00                | 174.22            | 70.96           |
| 101-5110-03-5150 Printing                | 400               | 0.00              | 0.00                   | 0.00                | 400.00            | 0.00            |
| 101-5110-03-5608 Chemicals               | 600               | 0.00              | 950.00                 | 0.00                | ( 350.00)         | 158.33          |
| 101-5110-03-5630 Small Tools             | 2,000             | 0.00              | 1,618.69               | 0.00                | 381.31            | 80.93           |
| 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               | 11,300            | 58.50             | 4,450.37               | 0.00                | 6,849.63          | 39.38           |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 101-5110-04-5121 Equipment Maintenance   | 6,000             | 0.00              | 5,235.44               | 0.00                | 764.56            | 87.26           |
| 101-5110-04-5122 Vehicle Maintenance     | 4,000             | 100.08            | 3,619.47               | 0.00                | 380.53            | 90.49           |
| 101-5110-04-5630 Park Maintenance        | <u>20,000</u>     | <u>4,660.94</u>   | <u>8,657.19</u>        | <u>0.00</u>         | <u>11,342.81</u>  | <u>43.29</u>    |
| TOTAL Repairs & Maintenance              | 30,000            | 4,761.02          | 17,512.10              | 0.00                | 12,487.90         | 58.37           |
| <u>Utilities</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5110-05-5616 Utilities - Electricity | 2,500             | 0.00              | 2,475.50               | 0.00                | 24.50             | 99.02           |
| 101-5110-05-5619 Utilities - Water/Sewer | <u>1,000</u>      | <u>139.98</u>     | <u>1,314.89</u>        | <u>0.00</u>         | <u>( 314.89)</u>  | <u>131.49</u>   |
| TOTAL Utilities                          | 3,500             | 139.98            | 3,790.39               | 0.00                | ( 290.39)         | 108.30          |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 101-5110-07-5190 Insurance - TML         | 1,600             | 0.00              | 1,080.64               | 0.00                | 519.36            | 67.54           |
| 101-5110-07-5260 Memberships and Dues    | 770               | 550.00            | 550.00                 | 0.00                | 220.00            | 71.43           |
| 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              | 8,370             | 550.00            | 2,630.64               | 0.00                | 5,739.36          | 31.43           |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| 101-5110-09-5131 City Events             | <u>160,000</u>    | <u>6,281.57</u>   | <u>83,349.17</u>       | <u>0.00</u>         | <u>76,650.83</u>  | <u>52.09</u>    |
| TOTAL Miscellaneous                      | 160,000           | 6,281.57          | 83,349.17              | 0.00                | 76,650.83         | 52.09           |
| TOTAL Parks & Recreation                 | 426,236           | 32,999.55         | 233,452.24             | 0.00                | 192,783.76        | 54.77           |

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

101-General Fund

DEPARTMENT - Library

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5111-01-5101 Salaries                | 201,890           | 23,956.50         | 132,345.76             | 0.00                | 69,544.24         | 65.55           |
| 101-5111-01-5105 Overtime                | 3,000             | 662.30            | 2,637.58               | 0.00                | 362.42            | 87.92           |
| 101-5111-01-5106 Longevity               | 150               | 0.00              | 150.00                 | 0.00                | 0.00              | 100.00          |
| 101-5111-01-5107 Retirement - TMRS       | 9,545             | 1,418.44          | 7,849.20               | 0.00                | 1,695.80          | 82.23           |
| 101-5111-01-5108 Payroll Tax Expense (me | 2,973             | 222.96            | 1,981.00               | 0.00                | 992.00            | 66.63           |
| 101-5111-01-5109 Group Health Insurance  | 41,808            | 4,209.48          | 26,508.72              | 0.00                | 15,299.28         | 63.41           |
| 101-5111-01-5110 Workers Comp TML        | 600               | 0.00              | 417.09                 | 0.00                | 182.91            | 69.52           |
| 101-5111-01-5621 Travel/Training         | 3,500             | 1,941.66          | 2,458.66               | 0.00                | 1,041.34          | 70.25           |
| TOTAL Personnel                          | 263,466           | 32,411.34         | 174,348.01             | 0.00                | 89,117.99         | 66.17           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 101-5111-03-5050 Office Supplies         | 5,460             | 2,033.09          | 5,276.73               | 0.00                | 183.27            | 96.64           |
| 101-5111-03-5052 Library Supplies        | 4,000             | 0.00              | 2,020.25               | 0.00                | 1,979.75          | 50.51           |
| 101-5111-03-5090 Postage                 | 1,600             | 860.06            | 1,012.59               | 0.00                | 587.41            | 63.29           |
| 101-5111-03-5661 Collection Development  | 44,000            | 1,887.35          | 27,838.95              | 4,646.29            | 11,514.76         | 73.83           |
| TOTAL Materials & Supplies               | 55,060            | 4,780.50          | 36,148.52              | 4,646.29            | 14,265.19         | 74.09           |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 101-5111-04-5120 Building Maintenance    | 68,000            | 685.00            | 66,892.96              | 0.00                | 1,107.04          | 98.37           |
| TOTAL Repairs & Maintenance              | 68,000            | 685.00            | 66,892.96              | 0.00                | 1,107.04          | 98.37           |
| <u>Utilities</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5111-05-5616 Utilities - Electricity | 13,000            | 0.00              | 6,956.03               | 0.00                | 6,043.97          | 53.51           |
| 101-5111-05-5618 Utilities - Telephone   | 4,248             | 322.06            | 2,585.29               | 0.00                | 1,662.71          | 60.86           |
| 101-5111-05-5619 Utilities - Water/Sewer | 3,726             | 104.32            | 1,871.53               | 0.00                | 1,854.47          | 50.23           |
| TOTAL Utilities                          | 20,974            | 426.38            | 11,412.85              | 0.00                | 9,561.15          | 54.41           |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 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             | 0.00              | 450.00                 | 0.00                | 1,050.00          | 30.00           |
| TOTAL Contract Services                  | 1,800             | 0.00              | 450.00                 | 0.00                | 1,350.00          | 25.00           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 101-5111-07-5150 Printing                | 500               | 0.00              | 419.65                 | 0.00                | 80.35             | 83.93           |
| 101-5111-07-5190 Insurance - TML         | 11,000            | 0.00              | 7,924.67               | 0.00                | 3,075.33          | 72.04           |
| 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 | 500               | 0.00              | 458.95                 | 0.00                | 41.05             | 91.79           |
| 101-5111-07-5665 Technology              | 17,000            | 1,133.56          | 11,361.33              | 0.00                | 5,638.67          | 66.83           |
| TOTAL Fees & Other Services              | 33,352            | 1,133.56          | 23,701.60              | 0.00                | 9,650.40          | 71.07           |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| 101-5111-09-5130 Community Development   | 13,400            | 0.00              | 3,922.79               | 0.00                | 9,477.21          | 29.27           |
| 101-5111-09-5667 Senior Programs         | 3,000             | 0.00              | 938.90                 | 0.00                | 2,061.10          | 31.30           |
| 101-5111-09-5685 Capital Equipment       | 9,262             | 0.00              | 9,262.11               | 0.00                | (0.11)            | 100.00          |
| TOTAL Miscellaneous                      | 25,662            | 0.00              | 14,123.80              | 0.00                | 11,538.20         | 55.04           |
| TOTAL Library                            | 468,314           | 39,436.78         | 327,077.74             | 4,646.29            | 136,589.97        | 70.83           |

101-General Fund

DEPARTMENT - Providence Village PD

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5114-01-5101 Salaries                | 693,243           | 88,044.51         | 506,979.05             | 0.00                | 186,263.95        | 73.13           |
| 101-5114-01-5105 Overtime                | 20,007            | 4,474.68          | 22,397.31              | 0.00                | ( 2,390.31)       | 111.95          |
| 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            | 6,013.74          | 34,472.73              | 0.00                | 11,665.27         | 74.72           |
| 101-5114-01-5108 Payroll Tax Expense (me | 16,761            | 874.84            | 7,765.72               | 0.00                | 8,995.28          | 46.33           |
| 101-5114-01-5109 Group Health Insurance  | 94,068            | 9,071.31          | 54,025.23              | 0.00                | 40,042.77         | 57.43           |
| 101-5114-01-5110 Workers Comp TML        | 9,106             | 0.00              | 7,358.34               | 0.00                | 1,747.66          | 80.81           |
| 101-5114-01-5621 Travel & Training       | 15,759            | 1,367.54          | 8,890.36               | 0.00                | 6,868.64          | 56.41           |
| TOTAL Personnel                          | 896,282           | 109,846.62        | 642,863.74             | 0.00                | 253,418.26        | 71.73           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 101-5114-03-5050 Office Supplies         | 4,428             | 1,244.02          | 4,901.84               | 0.00                | ( 473.84)         | 110.70          |
| 101-5114-03-5051 Printing                | 2,500             | 0.00              | 0.00                   | 0.00                | 2,500.00          | 0.00            |
| 101-5114-03-5080 Gas & Oil               | 63,328            | 845.35            | 13,399.25              | 0.00                | 49,928.75         | 21.16           |
| 101-5114-03-5081 Uniforms                | 12,045            | 251.64            | 7,591.77               | 0.00                | 4,453.23          | 63.03           |
| 101-5114-03-5082 Ballistic Vests         | 2,739             | 0.00              | 6,167.26               | 0.00                | ( 3,428.26)       | 225.16          |
| TOTAL Materials & Supplies               | 85,040            | 2,341.01          | 32,060.12              | 0.00                | 52,979.88         | 37.70           |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 101-5114-04-5121 Equipment Maintenance   | 3,000             | 209.40            | 1,675.20               | 0.00                | 1,324.80          | 55.84           |
| 101-5114-04-5122 Vehicle Maintenance     | 17,773            | 772.25            | 18,709.15              | 0.00                | ( 936.15)         | 105.27          |
| TOTAL Repairs & Maintenance              | 20,773            | 981.65            | 20,384.35              | 0.00                | 388.65            | 98.13           |
| <u>Utilities</u>                         |                   |                   |                        |                     |                   |                 |
| 101-5114-05-5618 Utilities - Telephone   | 5,655             | 909.21            | 6,726.53               | 0.00                | ( 1,071.53)       | 118.95          |
| TOTAL Utilities                          | 5,655             | 909.21            | 6,726.53               | 0.00                | ( 1,071.53)       | 118.95          |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 101-5114-06-5240 Drug testing/background | 800               | 920.00            | 1,380.00               | 0.00                | ( 580.00)         | 172.50          |
| 101-5114-06-5690 Forensic Testing        | 2,500             | 0.00              | 750.00                 | 0.00                | 1,750.00          | 30.00           |
| TOTAL Contract Services                  | 3,300             | 920.00            | 2,130.00               | 0.00                | 1,170.00          | 64.55           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 101-5114-07-5190 Insurance - TML         | 21,374            | 0.00              | 16,209.52              | 0.00                | 5,164.48          | 75.84           |
| 101-5114-07-5660 Administrative Fee      | 30,000            | 2,500.00          | 20,000.00              | 0.00                | 10,000.00         | 66.67           |
| 101-5114-07-5665 Technology              | 8,037             | 0.00              | 0.00                   | 0.00                | 8,037.00          | 0.00            |
| TOTAL Fees & Other Services              | 59,411            | 2,500.00          | 36,209.52              | 0.00                | 23,201.48         | 60.95           |
| <u>Public Safety</u>                     |                   |                   |                        |                     |                   |                 |
| 101-5114-08-5070 Police Supplies         | 6,702             | 0.00              | 2,498.93               | 0.00                | 4,203.07          | 37.29           |
| 101-5114-08-5071 Communications Supplies | 6,171             | 0.00              | 2,218.10               | 5,236.64            | ( 1,283.74)       | 120.80          |
| 101-5114-08-5072 Promotional Supplies    | 1,600             | 0.00              | 1,356.27               | 0.00                | 243.73            | 84.77           |
| 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            | 0.00              | 12,138.00              | 0.00                | 12,138.00         | 50.00           |
| TOTAL Public Safety                      | 53,566            | 0.00              | 30,978.30              | 5,236.64            | 17,351.06         | 67.61           |

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

101-General Fund

DEPARTMENT - Providence Village PD

% OF YEAR COMPLETED: 66.67

| EXPENSES                            | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                               |                   |                   |                        |                     |                   |                 |
| 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            |
| <hr/>                               |                   |                   |                        |                     |                   |                 |
| Debt Service                        |                   |                   |                        |                     |                   |                 |
| <hr/>                               |                   |                   |                        |                     |                   |                 |
| TOTAL Providence Village PD         | 1,124,027         | 117,498.49        | 792,150.78             | 5,236.64            | 326,639.58        | 70.94           |

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

101-General Fund  
DEPARTMENT - Fleet

% OF YEAR COMPLETED: 66.67

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

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

101-General Fund

DEPARTMENT - HR

% OF YEAR COMPLETED: 66.67

| EXPENSES                         | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                 |                   |                   |                        |                     |                   |                 |
| <u>Materials &amp; Supplies</u>  |                   |                   |                        |                     |                   |                 |
| <u>Repairs &amp; Maintenance</u> |                   |                   |                        |                     |                   |                 |
| <u>Utilities</u>                 |                   |                   |                        |                     |                   |                 |
| <u>Contract Services</u>         |                   |                   |                        |                     |                   |                 |
| <u>Fees &amp; Other Services</u> |                   |                   |                        |                     |                   |                 |
| <u>Miscellaneous</u>             |                   |                   |                        |                     |                   |                 |
| <u>Contingency/FB</u>            |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENSES                   | 16,270,793        | 1,420,642.14      | 10,240,265.52          | 212,869.95          | 5,817,657.53      | 64.24           |
| REVENUE OVER/ (UNDER) EXPENSES   | 2,487,361         | 38,638.70         | 3,008,903.63 (         | 212,869.95) (       | 308,672.68)       | 112.41          |

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

201-Water Fund  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                               | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE   | % YTD<br>BUDGET |
|-------------------------------|-------------------|-------------------|------------------------|---------------------|---------------------|-----------------|
| <u>REVENUE SUMMARY</u>        |                   |                   |                        |                     |                     |                 |
| <u>GENERAL REVENUE</u>        |                   |                   |                        |                     |                     |                 |
| Fines and Fees                | 338,000           | 55,946.86         | 264,262.96             | 0.00                | 73,737.04           | 78.18           |
| Charges for Services          | 2,065,886         | 143,600.01        | 1,448,098.00           | 0.00                | 617,788.00          | 70.10           |
| Miscellaneous                 | <u>67,000</u>     | <u>4,800.25</u>   | <u>41,305.57</u>       | <u>0.00</u>         | <u>25,694.43</u>    | <u>61.65</u>    |
| TOTAL GENERAL REVENUE         | <u>2,470,886</u>  | <u>204,347.12</u> | <u>1,753,666.53</u>    | <u>0.00</u>         | <u>717,219.47</u>   | <u>70.97</u>    |
| TOTAL REVENUE                 | <u>2,470,886</u>  | <u>204,347.12</u> | <u>1,753,666.53</u>    | <u>0.00</u>         | <u>717,219.47</u>   | <u>70.97</u>    |
|                               | =====             | =====             | =====                  | =====               | =====               | =====           |
| <u>EXPENSE SUMMARY</u>        |                   |                   |                        |                     |                     |                 |
| <u>Water</u>                  |                   |                   |                        |                     |                     |                 |
| Personnel                     | 429,180           | 47,359.45         | 242,193.20             | 0.00                | 186,986.80          | 56.43           |
| Materials & Supplies          | 234,000           | 18,645.10         | 222,343.56             | 24,450.00 (         | 12,793.56)          | 105.47          |
| Repairs & Maintenance         | 354,500           | 13,507.98         | 125,723.75             | 0.00                | 228,776.25          | 35.47           |
| Utilities                     | 102,200           | 850.35            | 82,624.37              | 0.00                | 19,575.63           | 80.85           |
| Contract Services             | 98,850            | 2,500.00          | 15,116.16              | 0.00                | 83,733.84           | 15.29           |
| Fees & Other Services         | 75,753            | 3,646.74          | 51,510.30              | 0.00                | 24,242.70           | 68.00           |
| 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>65,760.00</u>       | <u>13,200.00</u>    | <u>479,680.00</u>   | <u>14.13</u>    |
| TOTAL Water                   | <u>2,568,129</u>  | <u>94,729.62</u>  | <u>1,301,799.47</u>    | <u>37,650.00</u>    | <u>1,228,679.53</u> | <u>52.16</u>    |
| TOTAL EXPENSES                | <u>2,568,129</u>  | <u>94,729.62</u>  | <u>1,301,799.47</u>    | <u>37,650.00</u>    | <u>1,228,679.53</u> | <u>52.16</u>    |
|                               | =====             | =====             | =====                  | =====               | =====               | =====           |
| REVENUE OVER/(UNDER) EXPENSES | ( 97,243)         | 109,617.50        | 451,867.06 (           | 37,650.00) (        | 511,460.06)         | 425.96-         |



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

201-Water Fund

% OF YEAR COMPLETED: 66.67

|                                          | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Fines and Fees</u>                    |                   |                   |                        |                     |                   |                 |
| 201-4000-01-4012 Late Penalties-Water    | 26,000            | 2,026.86          | 20,488.96              | 0.00                | 5,511.04          | 78.80           |
| 201-4000-01-4013 Application fee         | 5,000             | 640.00            | 4,900.00               | 0.00                | 100.00            | 98.00           |
| 201-4000-01-4014 Reconnects              | 6,500             | 900.00            | 4,520.00               | 0.00                | 1,980.00          | 69.54           |
| 201-4000-01-4630 Bank Fees collected     | 500               | 0.00              | 390.00                 | 0.00                | 110.00            | 78.00           |
| 201-4000-01-4710 Water Impact Fees       | <u>300,000</u>    | <u>52,380.00</u>  | <u>233,964.00</u>      | <u>0.00</u>         | <u>66,036.00</u>  | <u>77.99</u>    |
| TOTAL Fines and Fees                     | 338,000           | 55,946.86         | 264,262.96             | 0.00                | 73,737.04         | 78.18           |
| <br><u>Charges for Services</u>          |                   |                   |                        |                     |                   |                 |
| 201-4000-06-4010 Water Billings          | 1,734,386         | 125,941.93        | 1,093,179.47           | 0.00                | 641,206.53        | 63.03           |
| 201-4000-06-4011 Water Conection/Tap Fee | 80,000            | 10,662.55         | 152,442.10             | 0.00 (              | 72,442.10)        | 190.55          |
| 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                 | 6,995.53          | 47,716.39              | 0.00 (              | 47,716.39)        | 0.00            |
| 201-4000-06-4020 Infrastructure Inspecti | <u>250,000</u>    | <u>0.00</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         | 143,600.01        | 1,448,098.00           | 0.00                | 617,788.00        | 70.10           |
| <br><u>Miscellaneous</u>                 |                   |                   |                        |                     |                   |                 |
| 201-4000-09-4500 Interest Income         | 65,000            | 3,846.50          | 37,975.14              | 0.00                | 27,024.86         | 58.42           |
| 201-4000-09-4540 Other Income            | <u>2,000</u>      | <u>953.75</u>     | <u>3,330.43</u>        | <u>0.00</u> (       | <u>1,330.43)</u>  | <u>166.52</u>   |
| TOTAL Miscellaneous                      | 67,000            | 4,800.25          | 41,305.57              | 0.00                | 25,694.43         | 61.65           |
| <br><u>Contingency/FB</u>                |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE                            | 2,470,886         | 204,347.12        | 1,753,666.53           | 0.00                | 717,219.47        | 70.97           |

201-Water Fund

DEPARTMENT - Water

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 201-5201-01-5101 Salaries                | 324,008           | 37,010.74         | 179,654.58             | 0.00                | 144,353.42        | 55.45           |
| 201-5201-01-5105 Overtime                | 12,000            | 1,341.08          | 8,437.94               | 0.00                | 3,562.06          | 70.32           |
| 201-5201-01-5106 Longevity               | 450               | 0.00              | 450.00                 | 0.00                | 0.00              | 100.00          |
| 201-5201-01-5107 TMRS Contribution       | 20,675            | 2,492.86          | 12,255.26              | 0.00                | 8,419.74          | 59.28           |
| 201-5201-01-5108 Payroll Tax Expense (me | 4,835             | 367.64            | 2,737.79               | 0.00                | 2,097.21          | 56.62           |
| 201-5201-01-5109 Group Health Insurance  | 52,712            | 5,966.73          | 29,120.39              | 0.00                | 23,591.61         | 55.24           |
| 201-5201-01-5110 Workmens Comp TML       | 9,000             | 0.00              | 6,256.50               | 0.00                | 2,743.50          | 69.52           |
| 201-5201-01-5621 Travel/Training         | 5,500             | 180.40            | 3,280.74               | 0.00                | 2,219.26          | 59.65           |
| TOTAL Personnel                          | 429,180           | 47,359.45         | 242,193.20             | 0.00                | 186,986.80        | 56.43           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 201-5201-03-5050 Office Supplies         | 6,000             | 968.60            | 4,585.85               | 0.00                | 1,414.15          | 76.43           |
| 201-5201-03-5080 Gas & Oil               | 20,000            | 2,264.74          | 16,152.29              | 0.00                | 3,847.71          | 80.76           |
| 201-5201-03-5081 Uniforms                | 5,000             | 868.61            | 5,747.06               | 0.00 (              | 747.06)           | 114.94          |
| 201-5201-03-5090 Postage                 | 11,500            | 422.80            | 7,361.80               | 0.00                | 4,138.20          | 64.02           |
| 201-5201-03-5150 Printing                | 4,500             | 987.76            | 3,727.64               | 0.00                | 772.36            | 82.84           |
| 201-5201-03-5608 Rock, Sand & Gravel     | 1,000             | 0.00              | 5,200.00               | 0.00 (              | 4,200.00)         | 520.00          |
| 201-5201-03-5630 Tools                   | 6,000             | 500.00            | 5,038.48               | 0.00                | 961.52            | 83.97           |
| 201-5201-03-5903 Parts and Fittings      | 30,000            | 514.33            | 37,348.39              | 0.00 (              | 7,348.39)         | 124.49          |
| 201-5201-03-5904 Chlorine                | 10,000            | 567.24            | 6,995.82               | 0.00                | 3,004.18          | 69.96           |
| 201-5201-03-5905 Meters                  | 140,000           | 11,551.02         | 130,186.23             | 24,450.00 (         | 14,636.23)        | 110.45          |
| TOTAL Materials & Supplies               | 234,000           | 18,645.10         | 222,343.56             | 24,450.00 (         | 12,793.56)        | 105.47          |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 201-5201-04-5120 Building Maintenance    | 6,500             | 286.50            | 11,448.58              | 0.00 (              | 4,948.58)         | 176.13          |
| 201-5201-04-5121 Equipment Maintenance   | 40,000            | 3,955.68          | 15,781.91              | 0.00                | 24,218.09         | 39.45           |
| 201-5201-04-5122 Vehicle Maintenance     | 8,000             | 109.03            | 7,622.58               | 0.00                | 377.42            | 95.28           |
| 201-5201-04-5902 Water System Maintenan  | 300,000           | 9,156.77          | 90,870.68              | 0.00                | 209,129.32        | 30.29           |
| TOTAL Repairs & Maintenance              | 354,500           | 13,507.98         | 125,723.75             | 0.00                | 228,776.25        | 35.47           |
| <u>Utilities</u>                         |                   |                   |                        |                     |                   |                 |
| 201-5201-05-5616 Utilities - Electricity | 90,000            | 0.00              | 75,142.28              | 0.00                | 14,857.72         | 83.49           |
| 201-5201-05-5617 Utilities - Gas         | 4,000             | 80.15             | 2,615.09               | 0.00                | 1,384.91          | 65.38           |
| 201-5201-05-5618 Utilities - Telephone   | 7,000             | 674.52            | 4,105.89               | 0.00                | 2,894.11          | 58.66           |
| 201-5201-05-5619 Utilities - Water/Sewer | 1,200             | 95.68             | 761.11                 | 0.00                | 438.89            | 63.43           |
| TOTAL Utilities                          | 102,200           | 850.35            | 82,624.37              | 0.00                | 19,575.63         | 80.85           |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 201-5201-06-5240 Drug testing/background | 200               | 0.00              | 200.50                 | 0.00 (              | 0.50)             | 100.25          |
| 201-5201-06-5620 Legal & Professional    | 38,650            | 2,500.00          | 7,195.04               | 0.00                | 31,454.96         | 18.62           |
| 201-5201-06-5766 Consultant - engineerin | 60,000            | 0.00              | 7,720.62               | 0.00                | 52,279.38         | 12.87           |
| TOTAL Contract Services                  | 98,850            | 2,500.00          | 15,116.16              | 0.00                | 83,733.84         | 15.29           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 201-5201-07-5190 Insurance - TML         | 9,000             | 0.00              | 6,483.81               | 0.00                | 2,516.19          | 72.04           |
| 201-5201-07-5220 Advertising & Notices   | 750               | 0.00              | 0.00                   | 0.00                | 750.00            | 0.00            |
| 201-5201-07-5260 Dues & Memberships      | 1,500             | 0.00              | 1,100.55               | 0.00                | 399.45            | 73.37           |

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

201-Water Fund

DEPARTMENT - Water

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 201-5201-07-5261 Permits-TCEQ            | 6,087             | 0.00              | 6,087.15               | 0.00 (              | 0.15)             | 100.00          |
| 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             | 0.00              | 3,897.03               | 0.00                | 2,102.97          | 64.95           |
| 201-5201-07-5665 Technology              | 8,250             | 0.00              | 4,115.00               | 0.00                | 4,135.00          | 49.88           |
| 201-5201-07-5666 Bank fees               | 366               | 0.00              | 365.92                 | 0.00                | 0.08              | 99.98           |
| 201-5201-07-5901 Lab Fees                | 20,000            | 140.00            | 19,147.20              | 0.00                | 852.80            | 95.74           |
| 201-5201-07-5906 Groundwater Pumpage Fee | 15,000            | 3,346.74          | 7,083.66               | 0.00                | 7,916.34          | 47.22           |
| 201-5201-07-5909 AMR Annual Fees         | 6,000             | 160.00            | 188.98                 | 0.00                | 5,811.02          | 3.15            |
| TOTAL Fees & Other Services              | 75,753            | 3,646.74          | 51,510.30              | 0.00                | 24,242.70         | 68.00           |
| <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          | 65,760.00              | 0.00                | 32,880.00         | 66.67           |
| 201-5201-99-5902 Capital - equipment     | 10,000            | 0.00              | 0.00                   | 13,200.00 (         | 3,200.00)         | 132.00          |
| 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          | 65,760.00              | 13,200.00           | 479,680.00        | 14.13           |
| TOTAL Water                              | 2,568,129         | 94,729.62         | 1,301,799.47           | 37,650.00           | 1,228,679.53      | 52.16           |
| TOTAL EXPENSES                           | 2,568,129         | 94,729.62         | 1,301,799.47           | 37,650.00           | 1,228,679.53      | 52.16           |
| REVENUE OVER/ (UNDER) EXPENSES           | ( 97,243)         | 109,617.50        | 451,867.06 (           | 37,650.00) (        | 511,460.06)       | 425.96-         |

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

202-Sewer Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                            | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|----------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                      |                   |                   |                        |                     |                   |                 |
| <u>REVENUE SUMMARY</u>     |                   |                   |                        |                     |                   |                 |
| <br><u>GENERAL REVENUE</u> |                   |                   |                        |                     |                   |                 |
| Fines and Fees             | 308,000           | 60,441.58         | 273,413.04             | 0.00                | 34,586.96         | 88.77           |
| Charges for Services       | 1,088,560         | 81,707.07         | 646,339.84             | 0.00                | 442,220.16        | 59.38           |
| Miscellaneous              | <u>40,000</u>     | <u>3,712.82</u>   | <u>29,169.39</u>       | <u>0.00</u>         | <u>10,830.61</u>  | <u>72.92</u>    |
| TOTAL GENERAL REVENUE      | <u>1,436,560</u>  | <u>145,861.47</u> | <u>948,922.27</u>      | <u>0.00</u>         | <u>487,637.73</u> | <u>66.06</u>    |
| <br>                       |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE              | 1,436,560         | 145,861.47        | 948,922.27             | 0.00                | 487,637.73        | 66.06           |
|                            | =====             | =====             | =====                  | =====               | =====             | =====           |

EXPENSE SUMMARY

Sewer

|                       |                |                  |                   |                    |                   |               |
|-----------------------|----------------|------------------|-------------------|--------------------|-------------------|---------------|
| Personnel             | 318,292        | 35,064.82        | 208,975.13        | 0.00               | 109,316.87        | 65.66         |
| Materials & Supplies  | 53,900         | 8,546.84         | 48,835.92         | 0.00               | 5,064.08          | 90.60         |
| Repairs & Maintenance | 180,000        | 7,368.39         | 181,449.81        | 7,250.00 (         | 8,699.81)         | 104.83        |
| Utilities             | 159,500        | 13,224.48        | 146,621.15        | 0.00               | 12,878.85         | 91.93         |
| Contract Services     | 36,200         | 718.91           | 18,484.76         | 0.00               | 17,715.24         | 51.06         |
| Fees & Other Services | 58,301         | 0.00             | 27,694.39         | 0.00               | 30,606.61         | 47.50         |
| Contingency/FB        | <u>98,906</u>  | <u>0.00</u>      | <u>98,905.07</u>  | <u>53,378.70</u> ( | <u>53,377.77)</u> | <u>153.97</u> |
| TOTAL Sewer           | <u>905,099</u> | <u>64,923.44</u> | <u>730,966.23</u> | <u>60,628.70</u>   | <u>113,504.07</u> | <u>87.46</u>  |
| <br>                  |                |                  |                   |                    |                   |               |
| TOTAL EXPENSES        | 905,099        | 64,923.44        | 730,966.23        | 60,628.70          | 113,504.07        | 87.46         |
|                       | =====          | =====            | =====             | =====              | =====             | =====         |

|                                |         |           |              |            |            |       |
|--------------------------------|---------|-----------|--------------|------------|------------|-------|
| REVENUE OVER/ (UNDER) EXPENSES | 531,461 | 80,938.03 | 217,956.04 ( | 60,628.70) | 374,133.66 | 29.60 |
|--------------------------------|---------|-----------|--------------|------------|------------|-------|

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

202-Sewer Fund

% OF YEAR COMPLETED: 66.67

|                                          | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE  | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|--------------------|-----------------|
| <hr/>                                    |                   |                   |                        |                     |                    |                 |
| <u>Fines and Fees</u>                    |                   |                   |                        |                     |                    |                 |
| 202-4000-01-4021 Late Penalties - Sewer  | 8,000             | 966.58            | 7,758.04               | 0.00                | 241.96             | 96.98           |
| 202-4000-01-4710 Sewer Impact Fees       | <u>300,000</u>    | <u>59,475.00</u>  | <u>265,655.00</u>      | <u>0.00</u>         | <u>34,345.00</u>   | <u>88.55</u>    |
| TOTAL Fines and Fees                     | 308,000           | 60,441.58         | 273,413.04             | 0.00                | 34,586.96          | 88.77           |
| <br><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         | 81,707.07         | 642,889.84             | 0.00                | 435,670.16         | 59.61           |
| 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         | 81,707.07         | 646,339.84             | 0.00                | 442,220.16         | 59.38           |
| <br><u>Miscellaneous</u>                 |                   |                   |                        |                     |                    |                 |
| 202-4000-09-4500 Interest Income         | <u>40,000</u>     | <u>3,712.82</u>   | <u>29,169.39</u>       | <u>0.00</u>         | <u>10,830.61</u>   | <u>72.92</u>    |
| TOTAL Miscellaneous                      | 40,000            | 3,712.82          | 29,169.39              | 0.00                | 10,830.61          | 72.92           |
| <br><u>Contingency/FB</u>                |                   |                   |                        |                     |                    |                 |
| <hr/>                                    |                   |                   |                        |                     |                    |                 |
| TOTAL REVENUE                            | 1,436,560         | 145,861.47        | 948,922.27             | 0.00                | 487,637.73         | 66.06           |

202-Sewer Fund

DEPARTMENT - Sewer

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 202-5202-01-5101 Salaries                | 230,000           | 26,007.63         | 147,003.63             | 0.00                | 82,996.37         | 63.91           |
| 202-5202-01-5105 Overtime                | 12,000            | 2,436.84          | 14,302.45              | 0.00 (              | 2,302.45)         | 119.19          |
| 202-5202-01-5106 Longevity               | 1,050             | 0.00              | 1,100.00               | 0.00 (              | 50.00)            | 104.76          |
| 202-5202-01-5107 Retirement - TMRS       | 17,176            | 1,848.88          | 10,556.37              | 0.00                | 6,619.63          | 61.46           |
| 202-5202-01-5108 Payroll Tax Expense (me | 4,055             | 276.38            | 2,465.89               | 0.00                | 1,589.11          | 60.81           |
| 202-5202-01-5109 Group Health Insurance  | 42,260            | 4,209.48          | 24,632.72              | 0.00                | 17,627.28         | 58.29           |
| 202-5202-01-5110 Workers Comp TML        | 6,751             | 0.00              | 4,693.08               | 0.00                | 2,057.92          | 69.52           |
| 202-5202-01-5621 Travel/training         | 5,000             | 285.61            | 4,220.99               | 0.00                | 779.01            | 84.42           |
| TOTAL Personnel                          | 318,292           | 35,064.82         | 208,975.13             | 0.00                | 109,316.87        | 65.66           |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 202-5202-03-5050 Office Supplies         | 6,000             | 763.38            | 2,260.20               | 0.00                | 3,739.80          | 37.67           |
| 202-5202-03-5080 Gas & Oil               | 14,000            | 1,269.60          | 10,265.00              | 0.00                | 3,735.00          | 73.32           |
| 202-5202-03-5081 Uniforms                | 3,500             | 0.00              | 2,602.28               | 0.00                | 897.72            | 74.35           |
| 202-5202-03-5090 Postage                 | 300               | 0.00              | 267.42                 | 0.00                | 32.58             | 89.14           |
| 202-5202-03-5150 Printing                | 600               | 0.00              | 0.00                   | 0.00                | 600.00            | 0.00            |
| 202-5202-03-5607 Rock, Sand & Gravel     | 4,000             | 2,647.57          | 7,384.15               | 0.00 (              | 3,384.15)         | 184.60          |
| 202-5202-03-5608 Chemicals Purchased     | 10,000            | 1,975.59          | 8,301.01               | 0.00                | 1,698.99          | 83.01           |
| 202-5202-03-5630 Tools                   | 1,500             | 0.00              | 5,552.51               | 0.00 (              | 4,052.51)         | 370.17          |
| 202-5202-03-5903 Parts and Fittings      | 3,000             | 0.00              | 2,281.69               | 0.00                | 718.31            | 76.06           |
| 202-5202-03-5904 Chlorine                | 11,000            | 1,890.70          | 9,921.66               | 0.00                | 1,078.34          | 90.20           |
| TOTAL Materials & Supplies               | 53,900            | 8,546.84          | 48,835.92              | 0.00                | 5,064.08          | 90.60           |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 202-5202-04-5120 Building Maintenance    | 5,000             | 189.00            | 8,128.16               | 0.00 (              | 3,128.16)         | 162.56          |
| 202-5202-04-5121 Equipment Maintenance   | 30,000            | 2,975.44          | 27,427.06              | 0.00                | 2,572.94          | 91.42           |
| 202-5202-04-5122 Vehicle Maintenance     | 5,000             | 200.00            | 5,416.33               | 0.00 (              | 416.33)           | 108.33          |
| 202-5202-04-5902 Sewer System Maintenan  | 55,000            | 552.34            | 38,697.96              | 7,250.00            | 9,052.04          | 83.54           |
| 202-5202-04-5903 WWTP Maintenance        | 85,000            | 3,451.61          | 101,780.30             | 0.00 (              | 16,780.30)        | 119.74          |
| TOTAL Repairs & Maintenance              | 180,000           | 7,368.39          | 181,449.81             | 7,250.00 (          | 8,699.81)         | 104.83          |
| <u>Utilities</u>                         |                   |                   |                        |                     |                   |                 |
| 202-5202-05-5616 Utilities - Electricity | 42,500            | 327.88            | 32,552.36              | 0.00                | 9,947.64          | 76.59           |
| 202-5202-05-5618 Utilities - Telephone   | 7,000             | 920.36            | 5,552.40               | 0.00                | 1,447.60          | 79.32           |
| 202-5202-05-5619 Utilities - Water/Sewer | 100,000           | 11,976.24         | 105,212.15             | 0.00 (              | 5,212.15)         | 105.21          |
| 202-5202-05-5621 Utilities - Sludge Disp | 10,000            | 0.00              | 3,304.24               | 0.00                | 6,695.76          | 33.04           |
| TOTAL Utilities                          | 159,500           | 13,224.48         | 146,621.15             | 0.00                | 12,878.85         | 91.93           |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 202-5202-06-5240 Drug testing/background | 200               | 0.00              | 200.00                 | 0.00                | 0.00              | 100.00          |
| 202-5202-06-5620 Legal & Professional    | 6,000             | 0.00              | 1,871.24               | 0.00                | 4,128.76          | 31.19           |
| 202-5202-06-5766 Consultant - engineerin | 30,000            | 718.91            | 16,413.52              | 0.00                | 13,586.48         | 54.71           |
| TOTAL Contract Services                  | 36,200            | 718.91            | 18,484.76              | 0.00                | 17,715.24         | 51.06           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 202-5202-07-5190 Insurance - TML         | 15,000            | 0.00              | 10,806.35              | 0.00                | 4,193.65          | 72.04           |
| 202-5202-07-5260 Dues & Memberships      | 2,601             | 0.00              | 2,600.55               | 0.00                | 0.45              | 99.98           |

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

202-Sewer Fund

DEPARTMENT - Sewer

% OF YEAR COMPLETED: 66.67

| EXPENSES                             | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE    | % YTD<br>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            | 0.00              | 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>0.00</u>       | <u>7,021.20</u>        | <u>0.00</u>         | <u>7,978.80</u>      | <u>46.81</u>    |
| TOTAL Fees & Other Services          | 58,301            | 0.00              | 27,694.39              | 0.00                | 30,606.61            | 47.50           |
| Debt Service                         |                   |                   |                        |                     |                      |                 |
| Contingency/FB                       |                   |                   |                        |                     |                      |                 |
| 202-5202-99-5902 Capital - equipment | <u>98,906</u>     | <u>0.00</u>       | <u>98,905.07</u>       | <u>53,378.70</u>    | ( <u>53,377.77</u> ) | <u>153.97</u>   |
| TOTAL Contingency/FB                 | 98,906            | 0.00              | 98,905.07              | 53,378.70           | ( 53,377.77 )        | 153.97          |
| TOTAL Sewer                          | 905,099           | 64,923.44         | 730,966.23             | 60,628.70           | 113,504.07           | 87.46           |
| TOTAL EXPENSES                       | 905,099           | 64,923.44         | 730,966.23             | 60,628.70           | 113,504.07           | 87.46           |
| REVENUE OVER/ (UNDER) EXPENSES       | 531,461           | 80,938.03         | 217,956.04             | ( 60,628.70 )       | 374,133.66           | 29.60           |

205-Solid Waste Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|  | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|

REVENUE SUMMARY

GENERAL REVENUE

|                       |           |            |              |       |            |       |
|-----------------------|-----------|------------|--------------|-------|------------|-------|
| Charges for Services  | 2,263,208 | 170,872.44 | 1,303,149.16 | 0.00  | 960,058.84 | 57.58 |
| TOTAL GENERAL REVENUE | 2,263,208 | 170,872.44 | 1,303,149.16 | 0.00  | 960,058.84 | 57.58 |
| TOTAL REVENUE         | 2,263,208 | 170,872.44 | 1,303,149.16 | 0.00  | 960,058.84 | 57.58 |
|                       | =====     | =====      | =====        | ===== | =====      | ===== |

EXPENSE SUMMARY

Solid Waste

|                       |           |            |              |       |            |       |
|-----------------------|-----------|------------|--------------|-------|------------|-------|
| Fees & Other Services | 2,263,208 | 182,573.67 | 1,403,233.49 | 0.00  | 859,974.51 | 62.00 |
| TOTAL Solid Waste     | 2,263,208 | 182,573.67 | 1,403,233.49 | 0.00  | 859,974.51 | 62.00 |
| TOTAL EXPENSES        | 2,263,208 | 182,573.67 | 1,403,233.49 | 0.00  | 859,974.51 | 62.00 |
|                       | =====     | =====      | =====        | ===== | =====      | ===== |

|                                |   |              |               |      |            |      |
|--------------------------------|---|--------------|---------------|------|------------|------|
| REVENUE OVER/ (UNDER) EXPENSES | 0 | ( 11,701.23) | ( 100,084.33) | 0.00 | 100,084.33 | 0.00 |
|--------------------------------|---|--------------|---------------|------|------------|------|



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

205-Solid Waste Fund

% OF YEAR COMPLETED: 66.67

| REVENUES                          | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                             |                   |                   |                        |                     |                   |                 |
| <u>Charges for Services</u>       |                   |                   |                        |                     |                   |                 |
| 205-4000-06-4025 Garbage Billings | <u>2,263,208</u>  | <u>170,872.44</u> | <u>1,303,149.16</u>    | <u>0.00</u>         | <u>960,058.84</u> | <u>57.58</u>    |
| TOTAL Charges for Services        | 2,263,208         | 170,872.44        | 1,303,149.16           | 0.00                | 960,058.84        | 57.58           |
| <u>Miscellaneous</u>              | <hr/>             | <hr/>             | <hr/>                  | <hr/>               | <hr/>             | <hr/>           |
| <u>Contingency/FB</u>             | <hr/>             | <hr/>             | <hr/>                  | <hr/>               | <hr/>             | <hr/>           |
| <hr/>                             |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE                     | 2,263,208         | 170,872.44        | 1,303,149.16           | 0.00                | 960,058.84        | 57.58           |

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

205-Solid Waste Fund  
DEPARTMENT - Solid Waste

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| Materials & Supplies                     |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| Fees & Other Services                    |                   |                   |                        |                     |                   |                 |
| 205-5205-07-5666 Mustang Collection Fees | 95,000            | 7,289.65          | 53,699.76              | 0.00                | 41,300.24         | 56.53           |
| 205-5205-07-5931 Franchise Fees 15%      | 280,000           | 25,327.09         | 192,234.51             | 0.00                | 87,765.49         | 68.66           |
| 205-5205-07-5941 Republic Waste          | <u>1,888,208</u>  | <u>149,956.93</u> | <u>1,157,299.22</u>    | <u>0.00</u>         | <u>730,908.78</u> | <u>61.29</u>    |
| TOTAL Fees & Other Services              | 2,263,208         | 182,573.67        | 1,403,233.49           | 0.00                | 859,974.51        | 62.00           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| Contingency/FB                           |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| TOTAL Solid Waste                        | 2,263,208         | 182,573.67        | 1,403,233.49           | 0.00                | 859,974.51        | 62.00           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENSES                           | 2,263,208         | 182,573.67        | 1,403,233.49           | 0.00                | 859,974.51        | 62.00           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| REVENUE OVER/ (UNDER) EXPENSES           | 0 (               | 11,701.23) (      | 100,084.33)            | 0.00                | 100,084.33        | 0.00            |

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

301-Debt Service Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                                | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE   | % YTD<br>BUDGET |
|--------------------------------|-------------------|-------------------|------------------------|---------------------|---------------------|-----------------|
| <u>REVENUE SUMMARY</u>         |                   |                   |                        |                     |                     |                 |
| <u>GENERAL REVENUE</u>         |                   |                   |                        |                     |                     |                 |
| Taxes                          | 1,321,000         | 3,500.99          | 1,299,376.15           | 0.00                | 21,623.85           | 98.36           |
| Miscellaneous                  | <u>15,000</u>     | <u>2,050.89</u>   | <u>22,857.34</u>       | <u>0.00</u>         | ( <u>7,857.34</u> ) | <u>152.38</u>   |
| TOTAL GENERAL REVENUE          | <u>1,336,000</u>  | <u>5,551.88</u>   | <u>1,322,233.49</u>    | <u>0.00</u>         | <u>13,766.51</u>    | <u>98.97</u>    |
|                                |                   |                   |                        |                     |                     |                 |
| TOTAL REVENUE                  | <u>1,336,000</u>  | <u>5,551.88</u>   | <u>1,322,233.49</u>    | <u>0.00</u>         | <u>13,766.51</u>    | <u>98.97</u>    |
|                                | =====             | =====             | =====                  | =====               | =====               | =====           |
| <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                 | <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>    |
|                                | =====             | =====             | =====                  | =====               | =====               | =====           |
| REVENUE OVER/ (UNDER) EXPENSES | ( 40,229)         | 5,551.88          | 300,560.21             | 0.00                | ( 340,789.21)       | 747.12-         |

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

301-Debt Service Fund

% OF YEAR COMPLETED: 66.67

| REVENUES                         | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE  | % YTD<br>BUDGET |
|----------------------------------|-------------------|-------------------|------------------------|---------------------|--------------------|-----------------|
| <hr/>                            |                   |                   |                        |                     |                    |                 |
| <u>Taxes</u>                     |                   |                   |                        |                     |                    |                 |
| 301-4000-02-4100 Property Taxes  | <u>1,321,000</u>  | <u>3,500.99</u>   | <u>1,299,376.15</u>    | <u>0.00</u>         | <u>21,623.85</u>   | <u>98.36</u>    |
| TOTAL Taxes                      | 1,321,000         | 3,500.99          | 1,299,376.15           | 0.00                | 21,623.85          | 98.36           |
| <u>Miscellaneous</u>             |                   |                   |                        |                     |                    |                 |
| 301-4000-09-4500 Interest Income | <u>15,000</u>     | <u>2,050.89</u>   | <u>22,857.34</u>       | <u>0.00</u>         | <u>( 7,857.34)</u> | <u>152.38</u>   |
| TOTAL Miscellaneous              | 15,000            | 2,050.89          | 22,857.34              | 0.00                | ( 7,857.34)        | 152.38          |
| <u>Contingency/FB</u>            |                   |                   |                        |                     |                    |                 |
| <hr/>                            |                   |                   |                        |                     |                    |                 |
| TOTAL REVENUE                    | 1,336,000         | 5,551.88          | 1,322,233.49           | 0.00                | 13,766.51          | 98.97           |

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

301-Debt Service Fund

DEPARTMENT - Debt Service

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Fees &amp; 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)          | 5,551.88          | 300,560.21             | 0.00                | (340,789.21)      | 747.12-         |

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

401-Special Revenue Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                               | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u>        |                   |                   |                        |                     |                   |                 |
| <u>GENERAL REVENUE</u>        |                   |                   |                        |                     |                   |                 |
| Fines and Fees                | 13,000            | 1,039.91          | 13,641.48              | 0.00 (              | 641.48)           | 104.93          |
| Taxes                         | 2,000             | 0.00              | 6,802.40               | 0.00 (              | 4,802.40)         | 340.12          |
| Grants                        | 1,250             | 0.00              | 4,127.56               | 0.00 (              | 2,877.56)         | 330.20          |
| Miscellaneous                 | <u>500</u>        | <u>206.53</u>     | <u>1,530.09</u>        | <u>0.00 (</u>       | <u>1,030.09)</u>  | <u>306.02</u>   |
| TOTAL GENERAL REVENUE         | <u>16,750</u>     | <u>1,246.44</u>   | <u>26,101.53</u>       | <u>0.00 (</u>       | <u>9,351.53)</u>  | <u>155.83</u>   |
| TOTAL REVENUE                 | 16,750            | 1,246.44          | 26,101.53              | 0.00 (              | 9,351.53)         | 155.83          |
|                               | =====             | =====             | =====                  | =====               | =====             | =====           |
| <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             | 1,246.44          | 22,576.53              | 0.00 (              | 18,376.53)        | 537.54          |

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

401-Special Revenue Fund

% OF YEAR COMPLETED: 66.67

| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET   |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-------------------|
| <u>Fines and Fees</u>                    |                   |                   |                        |                     |                   |                   |
| 401-4000-01-4310 Court Security Fee      | 3,000             | 566.90            | 3,560.94               | 0.00 (              | 560.94)           | 118.70            |
| 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>473.01</u>     | <u>2,933.91</u>        | <u>0.00 (</u>       | <u>933.91)</u>    | <u>146.70</u>     |
| TOTAL Fines and Fees                     | 13,000            | 1,039.91          | 13,641.48              | 0.00 (              | 641.48)           | 104.93            |
| <u>Taxes</u>                             |                   |                   |                        |                     |                   |                   |
| 401-4000-02-4170 Hotel/Motel Tax         | <u>2,000</u>      | <u>0.00</u>       | <u>6,802.40</u>        | <u>0.00 (</u>       | <u>4,802.40)</u>  | <u>340.12</u>     |
| TOTAL Taxes                              | 2,000             | 0.00              | 6,802.40               | 0.00 (              | 4,802.40)         | 340.12            |
| <u>Grants</u>                            |                   |                   |                        |                     |                   |                   |
| 401-4000-03-4701 NCTCOG/State Comp/LEOSE | <u>1,250</u>      | <u>0.00</u>       | <u>4,127.56</u>        | <u>0.00 (</u>       | <u>2,877.56)</u>  | <u>330.20</u>     |
| TOTAL Grants                             | 1,250             | 0.00              | 4,127.56               | 0.00 (              | 2,877.56)         | 330.20            |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                   |
| 401-4000-09-4500 Interest Income         | <u>500</u>        | <u>206.53</u>     | <u>1,530.09</u>        | <u>0.00 (</u>       | <u>1,030.09)</u>  | <u>306.02</u>     |
| TOTAL Miscellaneous                      | 500               | 206.53            | 1,530.09               | 0.00 (              | 1,030.09)         | 306.02            |
| <u>Contingency/FB</u>                    | <u>          </u> | <u>          </u> | <u>          </u>      | <u>          </u>   | <u>          </u> | <u>          </u> |
| TOTAL REVENUE                            | 16,750            | 1,246.44          | 26,101.53              | 0.00 (              | 9,351.53)         | 155.83            |

401-Special Revenue Fund

DEPARTMENT - Officers Training Fund

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <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            |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <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            |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Fees &amp; 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           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Public Safety</u>                     |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Contingency/FB</u>                    |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| 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: MAY 31ST, 2024

401-Special Revenue Fund

DEPARTMENT - Seizure

% OF YEAR COMPLETED: 66.67

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

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

401-Special Revenue Fund

DEPARTMENT - Court Technology

% OF YEAR COMPLETED: 66.67

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

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

401-Special Revenue Fund

DEPARTMENT - Court Security

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>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             | 1,246.44          | 22,576.53              | 0.00 (              | 18,376.53)        | 537.54          |

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

402-TIRZ Jackson Ridge

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                                    | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE   | % YTD<br>BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|---------------------|-----------------|
| <u>REVENUE SUMMARY</u>             |                   |                   |                        |                     |                     |                 |
| <u>GENERAL REVENUE</u>             |                   |                   |                        |                     |                     |                 |
| Taxes                              | 900,000           | 7,935.78          | 881,484.60             | 0.00                | 18,515.40           | 97.94           |
| Miscellaneous                      | <u>6,000</u>      | <u>4,033.68</u>   | <u>10,764.35</u>       | <u>0.00</u>         | ( <u>4,764.35</u> ) | <u>179.41</u>   |
| TOTAL GENERAL REVENUE              | <u>906,000</u>    | <u>11,969.46</u>  | <u>892,248.95</u>      | <u>0.00</u>         | <u>13,751.05</u>    | <u>98.48</u>    |
| <br>TOTAL REVENUE                  | <br>906,000       | <br>11,969.46     | <br>892,248.95         | <br>0.00            | <br>13,751.05       | <br>98.48       |
|                                    | =====             | =====             | =====                  | =====               | =====               | =====           |
| <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>     |
| <br>TOTAL EXPENSES                 | <br>900,000       | <br>0.00          | <br>0.00               | <br>0.00            | <br>900,000.00      | <br>0.00        |
|                                    | =====             | =====             | =====                  | =====               | =====               | =====           |
| <br>REVENUE OVER/ (UNDER) EXPENSES | <br>6,000         | <br>11,969.46     | <br>892,248.95         | <br>0.00            | (<br>886,248.95)    | <br>4,870.82    |

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

402-TIRZ Jackson Ridge

% OF YEAR COMPLETED: 66.67

| REVENUES                         | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                            |                   |                   |                        |                     |                   |                 |
| <u>Taxes</u>                     |                   |                   |                        |                     |                   |                 |
| 402-4000-02-4100 Property Taxes  | 900,000           | 7,935.78          | 881,484.60             | 0.00                | 18,515.40         | 97.94           |
| TOTAL Taxes                      | 900,000           | 7,935.78          | 881,484.60             | 0.00                | 18,515.40         | 97.94           |
| <u>Grants</u>                    |                   |                   |                        |                     |                   |                 |
| <u>Donations</u>                 |                   |                   |                        |                     |                   |                 |
| <u>Miscellaneous</u>             |                   |                   |                        |                     |                   |                 |
| 402-4000-09-4500 Interest Income | 6,000             | 4,033.68          | 10,764.35              | 0.00                | ( 4,764.35)       | 179.41          |
| TOTAL Miscellaneous              | 6,000             | 4,033.68          | 10,764.35              | 0.00                | ( 4,764.35)       | 179.41          |
| <u>Contingency/FB</u>            |                   |                   |                        |                     |                   |                 |
| <hr/>                            |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE                    | 906,000           | 11,969.46         | 892,248.95             | 0.00                | 13,751.05         | 98.48           |

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

402-TIRZ Jackson Ridge

DEPARTMENT - Seizure Fund

% OF YEAR COMPLETED: 66.67

| EXPENSES                                | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-----------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                   |                   |                   |                        |                     |                   |                 |
| Materials & Supplies                    |                   |                   |                        |                     |                   |                 |
| <hr/>                                   |                   |                   |                        |                     |                   |                 |
| 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            |
| <hr/>                                   |                   |                   |                        |                     |                   |                 |
| TOTAL Seizure Fund                      | 900,000           | 0.00              | 0.00                   | 0.00                | 900,000.00        | 0.00            |
| <hr/>                                   |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENSES                          | 900,000           | 0.00              | 0.00                   | 0.00                | 900,000.00        | 0.00            |
| <hr/>                                   |                   |                   |                        |                     |                   |                 |
| REVENUE OVER/(UNDER) EXPENSES           | 6,000             | 11,969.46         | 892,248.95             | 0.00 (              | 886,248.95)       | 4,870.82        |

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

403-Impact Fees

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|  | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|

REVENUE SUMMARY

GENERAL REVENUE

|                       |        |          |           |       |             |        |
|-----------------------|--------|----------|-----------|-------|-------------|--------|
| Miscellaneous         | 10,000 | 1,832.02 | 14,293.38 | 0.00  | ( 4,293.38) | 142.93 |
| TOTAL GENERAL REVENUE | 10,000 | 1,832.02 | 14,293.38 | 0.00  | ( 4,293.38) | 142.93 |
| TOTAL REVENUE         | 10,000 | 1,832.02 | 14,293.38 | 0.00  | ( 4,293.38) | 142.93 |
|                       | =====  | =====    | =====     | ===== | =====       | =====  |

EXPENSE SUMMARY

MCTF

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

|                                |        |          |           |      |             |        |
|--------------------------------|--------|----------|-----------|------|-------------|--------|
| REVENUE OVER/ (UNDER) EXPENSES | 10,000 | 1,832.02 | 12,663.38 | 0.00 | ( 2,663.38) | 126.63 |
|--------------------------------|--------|----------|-----------|------|-------------|--------|

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

403-Impact Fees

% OF YEAR COMPLETED: 66.67

| REVENUES                         | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                            |                   |                   |                        |                     |                   |                 |
| Fines and Fees                   | <hr/>             | <hr/>             | <hr/>                  | <hr/>               | <hr/>             | <hr/>           |
| Miscellaneous                    | <hr/>             | <hr/>             | <hr/>                  | <hr/>               | <hr/>             | <hr/>           |
| 403-4000-09-4500 Interest Income | 10,000            | 1,832.02          | 14,293.38              | 0.00                | ( 4,293.38)       | 142.93          |
| TOTAL Miscellaneous              | 10,000            | 1,832.02          | 14,293.38              | 0.00                | ( 4,293.38)       | 142.93          |
| Contingency/FB                   | <hr/>             | <hr/>             | <hr/>                  | <hr/>               | <hr/>             | <hr/>           |
| <hr/>                            |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE                    | 10,000            | 1,832.02          | 14,293.38              | 0.00                | ( 4,293.38)       | 142.93          |



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

403-Impact Fees

DEPARTMENT - MCTF

% OF YEAR COMPLETED: 66.67

| EXPENSES                                | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-----------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                   |                   |                   |                        |                     |                   |                 |
| <u>Contract Services</u>                |                   |                   |                        |                     |                   |                 |
| 403-5403-06-5766 CONSULTING ENGINEERING | 0                 | 0.00              | 1,630.00               | 0.00                | ( 1,630.00)       | 0.00            |
| TOTAL Contract Services                 | 0                 | 0.00              | 1,630.00               | 0.00                | ( 1,630.00)       | 0.00            |
| <u>Fees &amp; Other Services</u>        |                   |                   |                        |                     |                   |                 |
| <u>Contingency/FB</u>                   |                   |                   |                        |                     |                   |                 |
| <hr/>                                   |                   |                   |                        |                     |                   |                 |
| TOTAL MCTF                              | 0                 | 0.00              | 1,630.00               | 0.00                | ( 1,630.00)       | 0.00            |
| <hr/>                                   |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENSES                          | 0                 | 0.00              | 1,630.00               | 0.00                | ( 1,630.00)       | 0.00            |
| REVENUE OVER/(UNDER) EXPENSES           | 10,000            | 1,832.02          | 12,663.38              | 0.00                | ( 2,663.38)       | 126.63          |

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

404-Development Fees

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|  | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|

REVENUE SUMMARY

GENERAL REVENUE

|                       |                  |                   |                     |               |                   |               |
|-----------------------|------------------|-------------------|---------------------|---------------|-------------------|---------------|
| Fines and Fees        | 0                | 36,765.00         | 164,217.00          | 0.00 (        | 164,217.00)       | 0.00          |
| Permits               | 1,100,000        | 80,775.00         | 765,107.00          | 0.00          | 334,893.00        | 69.56         |
| Miscellaneous         | <u>260,000</u>   | <u>45,244.78</u>  | <u>350,498.39</u>   | <u>0.00</u> ( | <u>90,498.39)</u> | <u>134.81</u> |
| TOTAL GENERAL REVENUE | <u>1,360,000</u> | <u>162,784.78</u> | <u>1,279,822.39</u> | <u>0.00</u>   | <u>80,177.61</u>  | <u>94.10</u>  |
| TOTAL REVENUE         | <u>1,360,000</u> | <u>162,784.78</u> | <u>1,279,822.39</u> | <u>0.00</u>   | <u>80,177.61</u>  | <u>94.10</u>  |
|                       | =====            | =====             | =====               | =====         | =====             | =====         |

EXPENSE SUMMARY

MCSF

|                   |                |                  |                   |                  |                   |              |
|-------------------|----------------|------------------|-------------------|------------------|-------------------|--------------|
| Contract Services | <u>840,000</u> | <u>10,659.63</u> | <u>141,335.61</u> | <u>46,980.00</u> | <u>651,684.39</u> | <u>22.42</u> |
| TOTAL MCSF        | <u>840,000</u> | <u>10,659.63</u> | <u>141,335.61</u> | <u>46,980.00</u> | <u>651,684.39</u> | <u>22.42</u> |
| TOTAL EXPENSES    | <u>840,000</u> | <u>10,659.63</u> | <u>141,335.61</u> | <u>46,980.00</u> | <u>651,684.39</u> | <u>22.42</u> |
|                   | =====          | =====            | =====             | =====            | =====             | =====        |

|                                |         |            |                |              |             |        |
|--------------------------------|---------|------------|----------------|--------------|-------------|--------|
| REVENUE OVER/ (UNDER) EXPENSES | 520,000 | 152,125.15 | 1,138,486.78 ( | 46,980.00) ( | 571,506.78) | 209.91 |
|--------------------------------|---------|------------|----------------|--------------|-------------|--------|

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

404-Development Fees

% OF YEAR COMPLETED: 66.67

| REVENUES                               | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE     | % YTD<br>BUDGET |
|----------------------------------------|-------------------|-------------------|------------------------|---------------------|-----------------------|-----------------|
| <hr/>                                  |                   |                   |                        |                     |                       |                 |
| <u>Fines and Fees</u>                  |                   |                   |                        |                     |                       |                 |
| 404-4000-01-4310 Street Impact Fees    | <u>0</u>          | <u>36,765.00</u>  | <u>164,217.00</u>      | <u>0.00</u>         | ( <u>164,217.00</u> ) | <u>0.00</u>     |
| TOTAL Fines and Fees                   | 0                 | 36,765.00         | 164,217.00             | 0.00                | ( 164,217.00 )        | 0.00            |
| <hr/>                                  |                   |                   |                        |                     |                       |                 |
| <u>Charges for Services</u>            |                   |                   |                        |                     |                       |                 |
| <hr/>                                  |                   |                   |                        |                     |                       |                 |
| <u>Permits</u>                         |                   |                   |                        |                     |                       |                 |
| 404-4000-07-4200 Development Fees      | 100,000           | 966.00            | 7,590.00               | 0.00                | 92,410.00             | 7.59            |
| 404-4000-07-4210 Street Fee            | 200,000           | 5,274.00          | 63,288.00              | 0.00                | 136,712.00            | 31.64           |
| 404-4000-07-4700 Fire Services Fund    | 600,000           | 6,335.00          | 251,779.00             | 0.00                | 348,221.00            | 41.96           |
| 404-4000-07-4710 Park Development Fees | <u>200,000</u>    | <u>68,200.00</u>  | <u>442,450.00</u>      | <u>0.00</u>         | ( <u>242,450.00</u> ) | <u>221.23</u>   |
| TOTAL Permits                          | 1,100,000         | 80,775.00         | 765,107.00             | 0.00                | 334,893.00            | 69.56           |
| <hr/>                                  |                   |                   |                        |                     |                       |                 |
| <u>Miscellaneous</u>                   |                   |                   |                        |                     |                       |                 |
| 404-4000-09-4500 Interest Income       | <u>260,000</u>    | <u>45,244.78</u>  | <u>350,498.39</u>      | <u>0.00</u>         | ( <u>90,498.39</u> )  | <u>134.81</u>   |
| TOTAL Miscellaneous                    | 260,000           | 45,244.78         | 350,498.39             | 0.00                | ( 90,498.39 )         | 134.81          |
| <hr/>                                  |                   |                   |                        |                     |                       |                 |
| <u>Contingency/FB</u>                  |                   |                   |                        |                     |                       |                 |
| <hr/>                                  |                   |                   |                        |                     |                       |                 |
| TOTAL REVENUE                          | 1,360,000         | 162,784.78        | 1,279,822.39           | 0.00                | 80,177.61             | 94.10           |

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

404-Development Fees

DEPARTMENT - MCSF

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 404-5404-06-5912 Capital Expenditure - P | 840,000           | 10,659.63         | 141,335.61             | 46,980.00           | 651,684.39        | 22.42           |
| TOTAL Contract Services                  | 840,000           | 10,659.63         | 141,335.61             | 46,980.00           | 651,684.39        | 22.42           |
| <u>Public Safety</u>                     |                   |                   |                        |                     |                   |                 |
| <u>Contingency/FB</u>                    |                   |                   |                        |                     |                   |                 |
| TOTAL MCSF                               | 840,000           | 10,659.63         | 141,335.61             | 46,980.00           | 651,684.39        | 22.42           |
| TOTAL EXPENSES                           | 840,000           | 10,659.63         | 141,335.61             | 46,980.00           | 651,684.39        | 22.42           |
| REVENUE OVER/ (UNDER) EXPENSES           | 520,000           | 152,125.15        | 1,138,486.78 (         | 46,980.00) (        | 571,506.78)       | 209.91          |

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

405-Grant Fund  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                                | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u>         |                   |                   |                        |                     |                   |                 |
| <u>GENERAL REVENUE</u>         |                   |                   |                        |                     |                   |                 |
| Miscellaneous                  | 50,000            | 4,920.32          | 43,226.26              | 0.00                | 6,773.74          | 86.45           |
| USDOJ PD Vests                 | 0                 | 0.00              | 924.68                 | 0.00                | ( 924.68)         | 0.00            |
| Grant Revenue                  | <u>956,956</u>    | <u>0.00</u>       | <u>447,853.00</u>      | <u>0.00</u>         | <u>509,103.00</u> | <u>46.80</u>    |
| TOTAL GENERAL REVENUE          | <u>1,006,956</u>  | <u>4,920.32</u>   | <u>492,003.94</u>      | <u>0.00</u>         | <u>514,952.06</u> | <u>48.86</u>    |
|                                |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE                  | <u>1,006,956</u>  | <u>4,920.32</u>   | <u>492,003.94</u>      | <u>0.00</u>         | <u>514,952.06</u> | <u>48.86</u>    |
|                                | =====             | =====             | =====                  | =====               | =====             | =====           |
| <u>EXPENSE SUMMARY</u>         |                   |                   |                        |                     |                   |                 |
| <u>Grants</u>                  |                   |                   |                        |                     |                   |                 |
| Contract Services              | 100,000           | 0.00              | 0.00                   | 0.00                | 100,000.00        | 0.00            |
| CDBG Water lines               | <u>906,956</u>    | <u>3,464.00</u>   | <u>511,121.59</u>      | <u>69,037.17</u>    | <u>326,797.24</u> | <u>63.97</u>    |
| TOTAL Grants                   | <u>1,006,956</u>  | <u>3,464.00</u>   | <u>511,121.59</u>      | <u>69,037.17</u>    | <u>426,797.24</u> | <u>57.62</u>    |
|                                |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENSES                 | <u>1,006,956</u>  | <u>3,464.00</u>   | <u>511,121.59</u>      | <u>69,037.17</u>    | <u>426,797.24</u> | <u>57.62</u>    |
|                                | =====             | =====             | =====                  | =====               | =====             | =====           |
| REVENUE OVER/ (UNDER) EXPENSES | 0                 | 1,456.32          | ( 19,117.65)           | ( 69,037.17)        | 88,154.82         | 0.00            |

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

405-Grant Fund

% OF YEAR COMPLETED: 66.67

| REVENUES                               | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|----------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                  |                   |                   |                        |                     |                   |                 |
| Charges for Services                   |                   |                   |                        |                     |                   |                 |
| <hr/>                                  |                   |                   |                        |                     |                   |                 |
| Miscellaneous                          |                   |                   |                        |                     |                   |                 |
| 405-4000-09-4500 Interest Income       | 50,000            | 4,920.32          | 43,226.26              | 0.00                | 6,773.74          | 86.45           |
| TOTAL Miscellaneous                    | 50,000            | 4,920.32          | 43,226.26              | 0.00                | 6,773.74          | 86.45           |
| <hr/>                                  |                   |                   |                        |                     |                   |                 |
| Tocker Foundation-Library              |                   |                   |                        |                     |                   |                 |
| <hr/>                                  |                   |                   |                        |                     |                   |                 |
| USDOJ PD Vests                         |                   |                   |                        |                     |                   |                 |
| 405-4000-82-4126 Opioid Grant Proceeds | 0                 | 0.00              | 924.68                 | 0.00                | ( 924.68)         | 0.00            |
| TOTAL USDOJ PD Vests                   | 0                 | 0.00              | 924.68                 | 0.00                | ( 924.68)         | 0.00            |
| <hr/>                                  |                   |                   |                        |                     |                   |                 |
| CJD Video,Computers                    |                   |                   |                        |                     |                   |                 |
| <hr/>                                  |                   |                   |                        |                     |                   |                 |
| CDBG Water Lines                       |                   |                   |                        |                     |                   |                 |
| <hr/>                                  |                   |                   |                        |                     |                   |                 |
| Grant Revenue                          |                   |                   |                        |                     |                   |                 |
| 405-4000-85-4123 CLFRF Proceeds        | 700,000           | 0.00              | 190,896.60             | 0.00                | 509,103.40        | 27.27           |
| 405-4000-85-4125 TDA Water/Sewer Grant | 256,956           | 0.00              | 256,956.40             | 0.00                | ( 0.40)           | 100.00          |
| TOTAL Grant Revenue                    | 956,956           | 0.00              | 447,853.00             | 0.00                | 509,103.00        | 46.80           |
| <hr/>                                  |                   |                   |                        |                     |                   |                 |
| Contingency/FB                         |                   |                   |                        |                     |                   |                 |
| <hr/>                                  |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE                          | 1,006,956         | 4,920.32          | 492,003.94             | 0.00                | 514,952.06        | 48.86           |

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

405-Grant Fund

DEPARTMENT - Grants

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 405-5405-06-5620 ENGINEERING             | 100,000           | 0.00              | 0.00                   | 0.00                | 100,000.00        | 0.00            |
| TOTAL Contract Services                  | 100,000           | 0.00              | 0.00                   | 0.00                | 100,000.00        | 0.00            |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| <u>Tocker Foundation Library</u>         |                   |                   |                        |                     |                   |                 |
| <u>USDOJ PD Vests</u>                    |                   |                   |                        |                     |                   |                 |
| <u>CJD Video,Computers</u>               |                   |                   |                        |                     |                   |                 |
| <u>CDBG Water lines</u>                  |                   |                   |                        |                     |                   |                 |
| 405-5405-84-5121 TxDot Grant             | 0                 | 0.00              | 46,751.69              | 0.00 (              | 46,751.69)        | 0.00            |
| 405-5405-84-5122 CDBG water lines        | 306,956           | 3,464.00          | 130,610.80             | 0.00                | 176,345.20        | 42.55           |
| 405-5405-84-5123 ARPA Pump Station Gener | 600,000           | 0.00              | 333,759.10             | 69,037.17           | 197,203.73        | 67.13           |
| TOTAL CDBG Water lines                   | 906,956           | 3,464.00          | 511,121.59             | 69,037.17           | 326,797.24        | 63.97           |
| <u>Contingency/FB</u>                    |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| TOTAL Grants                             | 1,006,956         | 3,464.00          | 511,121.59             | 69,037.17           | 426,797.24        | 57.62           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENSES                           | 1,006,956         | 3,464.00          | 511,121.59             | 69,037.17           | 426,797.24        | 57.62           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| REVENUE OVER/ (UNDER) EXPENSES           | 0                 | 1,456.32 (        | 19,117.65) (           | 69,037.17)          | 88,154.82         | 0.00            |

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

406-Holding Acct Dev Agreemts

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|  | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|

REVENUE SUMMARY

GENERAL REVENUE

|                       |          |                  |                   |               |                    |             |
|-----------------------|----------|------------------|-------------------|---------------|--------------------|-------------|
| Charges for Services  | 0        | 10,000.00        | 220,000.00        | 0.00 (        | 220,000.00)        | 0.00        |
| Miscellaneous         | <u>0</u> | <u>6.80</u>      | <u>53.01</u>      | <u>0.00 (</u> | <u>53.01)</u>      | <u>0.00</u> |
| TOTAL GENERAL REVENUE | <u>0</u> | <u>10,006.80</u> | <u>220,053.01</u> | <u>0.00 (</u> | <u>220,053.01)</u> | <u>0.00</u> |
| TOTAL REVENUE         | 0        | 10,006.80        | 220,053.01        | 0.00 (        | 220,053.01)        | 0.00        |
|                       | =====    | =====            | =====             | =====         | =====              | =====       |

EXPENSE SUMMARY

Development Agreements

|                              |          |                  |                   |               |                    |             |
|------------------------------|----------|------------------|-------------------|---------------|--------------------|-------------|
| Contract Services            | <u>0</u> | <u>38,248.06</u> | <u>305,024.93</u> | <u>0.00 (</u> | <u>305,024.93)</u> | <u>0.00</u> |
| TOTAL Development Agreements | <u>0</u> | <u>38,248.06</u> | <u>305,024.93</u> | <u>0.00 (</u> | <u>305,024.93)</u> | <u>0.00</u> |
| TOTAL EXPENSES               | 0        | 38,248.06        | 305,024.93        | 0.00 (        | 305,024.93)        | 0.00        |
|                              | =====    | =====            | =====             | =====         | =====              | =====       |

|                               |     |            |              |      |           |      |
|-------------------------------|-----|------------|--------------|------|-----------|------|
| REVENUE OVER/(UNDER) EXPENSES | 0 ( | 28,241.26) | ( 84,971.92) | 0.00 | 84,971.92 | 0.00 |
|-------------------------------|-----|------------|--------------|------|-----------|------|



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

406-Holding Acct Dev Agreemts

% OF YEAR COMPLETED: 66.67

| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>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    | 0                 | 0.00              | 50,000.00              | 0.00 (              | 50,000.00)        | 0.00            |
| 406-4000-06-5416 ARCK Development (Knuck | 0                 | 0.00              | 10,000.00              | 0.00 (              | 10,000.00)        | 0.00            |
| 406-4000-06-5417 Aubrey Hts PSA          | <u>0</u>          | <u>10,000.00</u>  | <u>10,000.00</u>       | <u>0.00</u> (       | <u>10,000.00)</u> | <u>0.00</u>     |
| TOTAL Charges for Services               | 0                 | 10,000.00         | 220,000.00             | 0.00 (              | 220,000.00)       | 0.00            |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| 406-4000-09-4500 Interest Income         | <u>0</u>          | <u>6.80</u>       | <u>53.01</u>           | <u>0.00</u> (       | <u>53.01)</u>     | <u>0.00</u>     |
| TOTAL Miscellaneous                      | 0                 | 6.80              | 53.01                  | 0.00 (              | 53.01)            | 0.00            |
| TOTAL REVENUE                            | 0                 | 10,006.80         | 220,053.01             | 0.00 (              | 220,053.01)       | 0.00            |

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

406-Holding Acct Dev Agreemts

DEPARTMENT - Development Agreements

% OF YEAR COMPLETED: 66.67

| EXPENSES                                  | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Contract Services</u>                  |                   |                   |                        |                     |                   |                 |
| 406-5406-06-5620 Arrow Brooke Dev Agreeem | 0                 | 0.00              | 3,019.27               | 0.00 (              | 3,019.27)         | 0.00            |
| 406-5406-06-5720 Silverado (Regatta) Dev  | 0                 | 1,087.96          | 26,699.07              | 0.00 (              | 26,699.07)        | 0.00            |
| 406-5406-06-5723 DA - Aubrey Plant/N/S    | 0                 | 5,352.13          | 31,147.70              | 0.00 (              | 31,147.70)        | 0.00            |
| 406-5406-06-5724 DA - High Pointe Ranch   | 0                 | 31,900.44         | 170,940.69             | 0.00 (              | 170,940.69)       | 0.00            |
| 406-5406-06-5725 Keenland Addition        | 0                 | 870.00            | 6,829.76               | 0.00 (              | 6,829.76)         | 0.00            |
| 406-5406-06-5728 DA - RIBBONWOOD          | 0                 | 3,711.82          | 13,491.82              | 0.00 (              | 13,491.82)        | 0.00            |
| 406-5406-06-5729 Sweet Cow Holdings LLC   | 0 (               | 5,327.43)         | 987.80                 | 0.00 (              | 987.80)           | 0.00            |
| 406-5406-06-6450 Sandbrock Dev Agreement  | 0                 | 487.03            | 6,058.17               | 0.00 (              | 6,058.17)         | 0.00            |
| 406-5406-06-6460 Duck Point MM Aubrey     | 0                 | 166.11            | 26,517.10              | 0.00 (              | 26,517.10)        | 0.00            |
| 406-5406-06-6462 Pecan Creek Residential  | 0                 | 0.00              | 373.75                 | 0.00 (              | 373.75)           | 0.00            |
| 406-5406-06-6463 HPR - Lennar             | 0                 | 0.00              | 11,622.93              | 0.00 (              | 11,622.93)        | 0.00            |
| 406-5406-06-6465 DA Lennar Loyd Ranch     | 0                 | 0.00              | 4,073.32               | 0.00 (              | 4,073.32)         | 0.00            |
| 406-5406-06-6470 DA US 377 Project Alpha  | 0                 | 0.00              | 2,306.00               | 0.00 (              | 2,306.00)         | 0.00            |
| 406-5406-06-6471 Blackjack 4Star PSA      | 0                 | 0.00              | 957.55                 | 0.00 (              | 957.55)           | 0.00            |
| TOTAL Contract Services                   | 0                 | 38,248.06         | 305,024.93             | 0.00 (              | 305,024.93)       | 0.00            |
|                                           |                   |                   |                        |                     |                   |                 |
| TOTAL Development Agreements              | 0                 | 38,248.06         | 305,024.93             | 0.00 (              | 305,024.93)       | 0.00            |
|                                           |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENSES                            | 0                 | 38,248.06         | 305,024.93             | 0.00 (              | 305,024.93)       | 0.00            |
|                                           |                   |                   |                        |                     |                   |                 |
| REVENUE OVER/ (UNDER) EXPENSES            | 0 (               | 28,241.26)        | ( 84,971.92)           | 0.00                | 84,971.92         | 0.00            |

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

407-Fire Dept SAFR

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

| CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|

REVENUE SUMMARY

GENERAL REVENUE

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| ===== | ===== | ===== | ===== | ===== | ===== |

EXPENSE SUMMARY

Fire Department SAFR

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| ===== | ===== | ===== | ===== | ===== | ===== |

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

407-Fire Dept SAFR

% OF YEAR COMPLETED: 66.67

|                             | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-----------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUES                    |                   |                   |                        |                     |                   |                 |
| <hr/>                       |                   |                   |                        |                     |                   |                 |
| <u>Charges for Services</u> |                   |                   |                        |                     |                   |                 |
| <hr/>                       |                   |                   |                        |                     |                   |                 |

407-Fire Dept SAFR

DEPARTMENT - Fire Department SAFR

% OF YEAR COMPLETED: 66.67

| EXPENSES                         | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                 |                   |                   |                        |                     |                   |                 |
| <u>Materials &amp; Supplies</u>  |                   |                   |                        |                     |                   |                 |
| <u>Repairs &amp; Maintenance</u> |                   |                   |                        |                     |                   |                 |
| <u>Utilities</u>                 |                   |                   |                        |                     |                   |                 |
| <u>Fees &amp; Other Services</u> |                   |                   |                        |                     |                   |                 |
| <u>Public Safety</u>             |                   |                   |                        |                     |                   |                 |

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

501-Capital Projects Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                               | CURRENT<br>BUDGET | CURRENT<br>PERIOD   | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE    | % YTD<br>BUDGET |
|-------------------------------|-------------------|---------------------|------------------------|---------------------|----------------------|-----------------|
| <u>REVENUE SUMMARY</u>        |                   |                     |                        |                     |                      |                 |
| <u>GENERAL REVENUE</u>        |                   |                     |                        |                     |                      |                 |
| Penalties & Interest          | 726,414           | 82,238.51           | 633,802.72             | 0.00                | 92,611.28            | 87.25           |
| Miscellaneous                 | 9,108,336         | 0.00                | 5,708,335.65           | 0.00                | 3,400,000.35         | 62.67           |
| Contingency/FB                | <u>15,273,623</u> | <u>0.00</u>         | <u>0.00</u>            | <u>0.00</u>         | <u>15,273,623.00</u> | <u>0.00</u>     |
| TOTAL GENERAL REVENUE         | <u>25,108,373</u> | <u>82,238.51</u>    | <u>6,342,138.37</u>    | <u>0.00</u>         | <u>18,766,234.63</u> | <u>25.26</u>    |
| TOTAL REVENUE                 | 25,108,373        | 82,238.51           | 6,342,138.37           | 0.00                | 18,766,234.63        | 25.26           |
|                               | =====             | =====               | =====                  | =====               | =====                | =====           |
| <u>EXPENSE SUMMARY</u>        |                   |                     |                        |                     |                      |                 |
| <u>Capital Projects</u>       |                   |                     |                        |                     |                      |                 |
| Contract Services             | 592,415           | 0.00                | 42,368.21              | 2,063.00            | 547,983.79           | 7.50            |
| Miscellaneous                 | 24,312,621        | 1,191,762.07        | 8,787,166.82           | 1,485,841.22        | 14,039,612.96        | 42.25           |
| Debt Service                  | <u>203,337</u>    | <u>0.00</u>         | <u>203,337.00</u>      | <u>0.00</u>         | <u>0.00</u>          | <u>100.00</u>   |
| TOTAL Capital Projects        | <u>25,108,373</u> | <u>1,191,762.07</u> | <u>9,032,872.03</u>    | <u>1,487,904.22</u> | <u>14,587,596.75</u> | <u>41.90</u>    |
| TOTAL EXPENSES                | 25,108,373        | 1,191,762.07        | 9,032,872.03           | 1,487,904.22        | 14,587,596.75        | 41.90           |
|                               | =====             | =====               | =====                  | =====               | =====                | =====           |
| REVENUE OVER/(UNDER) EXPENSES | 0                 | ( 1,109,523.56)     | ( 2,690,733.66)        | ( 1,487,904.22)     | 4,178,637.88         | 0.00            |

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

501-Capital Projects Fund

% OF YEAR COMPLETED: 66.67

|                                          | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Penalties &amp; Interest</u>          |                   |                   |                        |                     |                   |                 |
| 501-4000-05-4500 Interest Income         | 726,414           | 82,238.51         | 633,802.72             | 0.00                | 92,611.28         | 87.25           |
| TOTAL Penalties & Interest               | 726,414           | 82,238.51         | 633,802.72             | 0.00                | 92,611.28         | 87.25           |
| <br><u>Miscellaneous</u>                 |                   |                   |                        |                     |                   |                 |
| 501-4000-09-4900 Bond proceeds           | 8,925,000         | 0.00              | 5,525,000.00           | 0.00                | 3,400,000.00      | 61.90           |
| 501-4000-09-4901 Premium on Sale of Bond | 183,336           | 0.00              | 183,335.65             | 0.00                | 0.35              | 100.00          |
| TOTAL Miscellaneous                      | 9,108,336         | 0.00              | 5,708,335.65           | 0.00                | 3,400,000.35      | 62.67           |
| <br><u>Contingency/FB</u>                |                   |                   |                        |                     |                   |                 |
| 501-4000-99-4091 Transfers In            | 14,271,544        | 0.00              | 0.00                   | 0.00                | 14,271,544.00     | 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                     | 15,273,623        | 0.00              | 0.00                   | 0.00                | 15,273,623.00     | 0.00            |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE                            | 25,108,373        | 82,238.51         | 6,342,138.37           | 0.00                | 18,766,234.63     | 25.26           |

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

501-Capital Projects Fund

DEPARTMENT - Capital Projects

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Capital</u>                           |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Contract Services</u>                 |                   |                   |                        |                     |                   |                 |
| 501-5501-06-5765 IT Projects             | 92,415            | 0.00              | 42,368.21              | 2,063.00            | 47,983.79         | 48.08           |
| 501-5501-06-5766 Engineering             | 500,000           | 0.00              | 0.00                   | 0.00                | 500,000.00        | 0.00            |
| TOTAL Contract Services                  | 592,415           | 0.00              | 42,368.21              | 2,063.00            | 547,983.79        | 7.50            |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <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         | 609,837.15        | 2,684,576.02           | 0.00                | 3,359,572.98      | 44.42           |
| 501-5501-09-5651 Capital Vehicle Replace | 1,606,516         | 73,040.57         | 1,731,203.28           | 551,843.85 (        | 676,531.13)       | 142.11          |
| 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         | 118,476.28        | 930,895.74             | 839,941.00          | 1,363,861.26      | 56.49           |
| 501-5501-09-5657 Capital Modular Buildin | 291,582           | 0.00              | 291,582.00             | 0.00                | 0.00              | 100.00          |
| 501-5501-09-5658 CO 2024 FS#2            | 5,708,336         | 0.00              | 638,207.42             | 0.00                | 5,070,128.58      | 11.18           |
| 501-5501-09-5659 Council Chambers 2023   | 732,025           | 195,439.70        | 465,471.52             | 0.00                | 266,553.48        | 63.59           |
| 501-5501-09-5660 HW 377 Utility Relocate | 0                 | 17,445.07         | 17,445.07              | 0.00 (              | 17,445.07)        | 0.00            |
| 501-5501-09-5689 Street Projects         | 945,902           | 984.76            | 1,052,697.55           | 0.00 (              | 106,795.55)       | 111.29          |
| 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           | 137,106.17        | 364,698.59             | 0.00                | 368,387.41        | 49.75           |
| 501-5501-09-5950 Sewer System Expansion  | 998,721           | 39,432.37         | 501,565.90             | 94,056.37           | 403,098.73        | 59.64           |
| TOTAL Miscellaneous                      | 24,312,621        | 1,191,762.07      | 8,787,166.82           | 1,485,841.22        | 14,039,612.96     | 42.25           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Debt Service</u>                      |                   |                   |                        |                     |                   |                 |
| 501-5501-98-5899 Bond Issue Costs        | 203,337           | 0.00              | 203,337.00             | 0.00                | 0.00              | 100.00          |
| TOTAL Debt Service                       | 203,337           | 0.00              | 203,337.00             | 0.00                | 0.00              | 100.00          |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Contingency/FB</u>                    |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| TOTAL Capital Projects                   | 25,108,373        | 1,191,762.07      | 9,032,872.03           | 1,487,904.22        | 14,587,596.75     | 41.90           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENSES                           | 25,108,373        | 1,191,762.07      | 9,032,872.03           | 1,487,904.22        | 14,587,596.75     | 41.90           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| REVENUE OVER/ (UNDER) EXPENSES           | 0                 | ( 1,109,523.56)   | ( 2,690,733.66)        | ( 1,487,904.22)     | 4,178,637.88      | 0.00            |



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

701-MDD

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|  | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|

REVENUE SUMMARY

GENERAL REVENUE

|                       |                  |                   |                   |             |                   |              |
|-----------------------|------------------|-------------------|-------------------|-------------|-------------------|--------------|
| Taxes                 | 940,000          | 120,358.36        | 709,013.62        | 0.00        | 230,986.38        | 75.43        |
| Miscellaneous         | <u>145,010</u>   | <u>16,060.65</u>  | <u>104,985.22</u> | <u>0.00</u> | <u>40,024.78</u>  | <u>72.40</u> |
| TOTAL GENERAL REVENUE | <u>1,085,010</u> | <u>136,419.01</u> | <u>813,998.84</u> | <u>0.00</u> | <u>271,011.16</u> | <u>75.02</u> |
| TOTAL REVENUE         | <u>1,085,010</u> | <u>136,419.01</u> | <u>813,998.84</u> | <u>0.00</u> | <u>271,011.16</u> | <u>75.02</u> |
|                       | =====            | =====             | =====             | =====       | =====             | =====        |

EXPENSE SUMMARY

MDD

|                                |                |                  |                   |             |                   |              |
|--------------------------------|----------------|------------------|-------------------|-------------|-------------------|--------------|
| Personnel                      | 138,465        | 15,476.11        | 84,760.60         | 0.00        | 53,704.40         | 61.21        |
| Materials & Supplies           | 8,500          | 416.85           | 5,808.57          | 0.00        | 2,691.43          | 68.34        |
| Repairs & Maintenance          | 20,000         | 559.57           | 11,223.02         | 0.00        | 8,776.98          | 56.12        |
| Utilities                      | 595            | 69.63            | 515.14            | 0.00        | 79.86             | 86.58        |
| Contract Services              | 148,200        | 11,026.48        | 17,845.44         | 0.00        | 130,354.56        | 12.04        |
| Fees & Other Services          | 51,850         | 114.99           | 30,781.38         | 0.00        | 21,068.62         | 59.37        |
| Contingency/FB                 | <u>215,000</u> | <u>1,250.00</u>  | <u>10,000.00</u>  | <u>0.00</u> | <u>205,000.00</u> | <u>4.65</u>  |
| TOTAL MDD                      | <u>582,610</u> | <u>28,913.63</u> | <u>160,934.15</u> | <u>0.00</u> | <u>421,675.85</u> | <u>27.62</u> |
| TOTAL EXPENSES                 | <u>582,610</u> | <u>28,913.63</u> | <u>160,934.15</u> | <u>0.00</u> | <u>421,675.85</u> | <u>27.62</u> |
|                                | =====          | =====            | =====             | =====       | =====             | =====        |
| REVENUE OVER/ (UNDER) EXPENSES | 502,400        | 107,505.38       | 653,064.69        | 0.00 (      | 150,664.69)       | 129.99       |

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

701-MDD

% OF YEAR COMPLETED: 66.67

| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Taxes</u>                             |                   |                   |                        |                     |                   |                 |
| 701-4000-02-4130 Sales Taxes             | 940,000           | 120,358.36        | 709,013.62             | 0.00                | 230,986.38        | 75.43           |
| TOTAL Taxes                              | 940,000           | 120,358.36        | 709,013.62             | 0.00                | 230,986.38        | 75.43           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Grants</u>                            |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| 701-4000-09-4500 Interest Income         | 145,000           | 10,876.87         | 99,801.44              | 0.00                | 45,198.56         | 68.83           |
| 701-4000-09-4550 Proceeds for Property P | 0                 | 3,828.94          | 3,828.94               | 0.00                | ( 3,828.94)       | 0.00            |
| 701-4000-09-4730 Property Rental Income  | 10                | 1,354.84          | 1,354.84               | 0.00                | ( 1,344.84)       | 3,548.40        |
| TOTAL Miscellaneous                      | 145,010           | 16,060.65         | 104,985.22             | 0.00                | 40,024.78         | 72.40           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Contingency/FB</u>                    |                   |                   |                        |                     |                   |                 |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE                            | 1,085,010         | 136,419.01        | 813,998.84             | 0.00                | 271,011.16        | 75.02           |

701-MDD

DEPARTMENT - MDD

% OF YEAR COMPLETED: 66.67

| EXPENSES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                         |                   |                   |                        |                     |                   |                 |
| 701-5176-01-5101 Salaries                | 105,000           | 12,115.38         | 62,629.19              | 0.00                | 42,370.81         | 59.65           |
| 701-5176-01-5106 Longevity               | 50                | 0.00              | 0.00                   | 0.00                | 50.00             | 0.00            |
| 701-5176-01-5107 TMRS Contribution       | 6,828             | 787.50            | 4,070.89               | 0.00                | 2,757.11          | 59.62           |
| 701-5176-01-5108 Payroll Tax Expense (me | 1,523             | 103.58            | 841.58                 | 0.00                | 681.42            | 55.26           |
| 701-5176-01-5109 Group Health Insurance  | 9,864             | 1,054.35          | 7,708.20               | 0.00                | 2,155.80          | 78.14           |
| 701-5176-01-5110 Workmens Comp TML       | 200               | 0.00              | 139.02                 | 0.00                | 60.98             | 69.51           |
| 701-5176-01-5621 Travel/training         | 15,000            | 1,415.30          | 9,371.72               | 0.00                | 5,628.28          | 62.48           |
| TOTAL Personnel                          | 138,465           | 15,476.11         | 84,760.60              | 0.00                | 53,704.40         | 61.21           |
| <u>Capital</u>                           |                   |                   |                        |                     |                   |                 |
| <u>Materials &amp; Supplies</u>          |                   |                   |                        |                     |                   |                 |
| 701-5176-03-5050 Office Supplies         | 3,500             | 292.87            | 2,626.09               | 0.00                | 873.91            | 75.03           |
| 701-5176-03-5060 Promotional Materials   | 5,000             | 123.98            | 3,182.48               | 0.00                | 1,817.52          | 63.65           |
| TOTAL Materials & Supplies               | 8,500             | 416.85            | 5,808.57               | 0.00                | 2,691.43          | 68.34           |
| <u>Repairs &amp; Maintenance</u>         |                   |                   |                        |                     |                   |                 |
| 701-5176-04-5120 Building Maintenance    | 20,000            | 559.57            | 11,223.02              | 0.00                | 8,776.98          | 56.12           |
| TOTAL Repairs & Maintenance              | 20,000            | 559.57            | 11,223.02              | 0.00                | 8,776.98          | 56.12           |
| <u>Utilities</u>                         |                   |                   |                        |                     |                   |                 |
| 701-5176-05-5618 Telephone               | 595               | 69.63             | 515.14                 | 0.00                | 79.86             | 86.58           |
| TOTAL Utilities                          | 595               | 69.63             | 515.14                 | 0.00                | 79.86             | 86.58           |
| <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            | 11,026.48         | 17,494.08              | 0.00                | 22,505.92         | 43.74           |
| 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           | 11,026.48         | 17,845.44              | 0.00                | 130,354.56        | 12.04           |
| <u>Fees &amp; Other Services</u>         |                   |                   |                        |                     |                   |                 |
| 701-5176-07-5190 Insurance - TML         | 850               | 0.00              | 612.37                 | 0.00                | 237.63            | 72.04           |
| 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            | 114.99            | 18,109.91              | 0.00                | 6,890.09          | 72.44           |
| 701-5176-07-5667 Marketing and Advertisi | 13,000            | 0.00              | 1,934.10               | 0.00                | 11,065.90         | 14.88           |
| TOTAL Fees & Other Services              | 51,850            | 114.99            | 30,781.38              | 0.00                | 21,068.62         | 59.37           |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| <u>Contingency/FB</u>                    |                   |                   |                        |                     |                   |                 |
| 701-5176-99-4091 Administrative fee      | 15,000            | 1,250.00          | 10,000.00              | 0.00                | 5,000.00          | 66.67           |
| 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          | 10,000.00              | 0.00                | 205,000.00        | 4.65            |
| TOTAL MDD                                | 582,610           | 28,913.63         | 160,934.15             | 0.00                | 421,675.85        | 27.62           |

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

701-MDD

DEPARTMENT - MDD

% OF YEAR COMPLETED: 66.67

| EXPENSES                       | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| TOTAL EXPENSES                 | 582,610           | 28,913.63         | 160,934.15             | 0.00                | 421,675.85        | 27.62           |
| REVENUE OVER/ (UNDER) EXPENSES | 502,400           | 107,505.38        | 653,064.69             | 0.00 (              | 150,664.69)       | 129.99          |

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

801-Employee Benefit Trust

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

|                                | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u>         |                   |                   |                        |                     |                   |                 |
| <u>GENERAL REVENUE</u>         |                   |                   |                        |                     |                   |                 |
| Miscellaneous                  | 1,166,500         | 136,185.38        | 753,275.87             | 0.00                | 413,224.13        | 64.58           |
| TOTAL GENERAL REVENUE          | 1,166,500         | 136,185.38        | 753,275.87             | 0.00                | 413,224.13        | 64.58           |
| TOTAL REVENUE                  | 1,166,500         | 136,185.38        | 753,275.87             | 0.00                | 413,224.13        | 64.58           |
|                                | =====             | =====             | =====                  | =====               | =====             | =====           |
| <u>EXPENSE SUMMARY</u>         |                   |                   |                        |                     |                   |                 |
| <u>Insurance Premiums</u>      |                   |                   |                        |                     |                   |                 |
| Personnel                      | 1,166,500         | 102,016.61        | 797,564.15             | 0.00                | 368,935.85        | 68.37           |
| TOTAL Insurance Premiums       | 1,166,500         | 102,016.61        | 797,564.15             | 0.00                | 368,935.85        | 68.37           |
| TOTAL EXPENSES                 | 1,166,500         | 102,016.61        | 797,564.15             | 0.00                | 368,935.85        | 68.37           |
|                                | =====             | =====             | =====                  | =====               | =====             | =====           |
| REVENUE OVER/ (UNDER) EXPENSES | 0                 | 34,168.77 (       | 44,288.28)             | 0.00                | 44,288.28         | 0.00            |

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

801-Employee Benefit Trust

% OF YEAR COMPLETED: 66.67

|                                          | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|------------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| <u>Miscellaneous</u>                     |                   |                   |                        |                     |                   |                 |
| 801-4000-09-4430 Employer Insurance Prem | 904,000           | 106,368.75        | 578,494.26             | 0.00                | 325,505.74        | 63.99           |
| 801-4000-09-4440 Employee Insurance Prem | 250,000           | 28,232.39         | 164,438.57             | 0.00                | 85,561.43         | 65.78           |
| 801-4000-09-4480 Flex Spending Account   | 8,000             | 1,265.70          | 7,472.30               | 0.00                | 527.70            | 93.40           |
| 801-4000-09-4500 Interest Income         | <u>4,500</u>      | <u>318.54</u>     | <u>2,870.74</u>        | <u>0.00</u>         | <u>1,629.26</u>   | <u>63.79</u>    |
| TOTAL Miscellaneous                      | 1,166,500         | 136,185.38        | 753,275.87             | 0.00                | 413,224.13        | 64.58           |
| <hr/>                                    |                   |                   |                        |                     |                   |                 |
| TOTAL REVENUE                            | 1,166,500         | 136,185.38        | 753,275.87             | 0.00                | 413,224.13        | 64.58           |

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

801-Employee Benefit Trust

DEPARTMENT - Insurance Premiums

% OF YEAR COMPLETED: 66.67

| EXPENSES                            | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>Personnel</u>                    |                   |                   |                        |                     |                   |                 |
| 801-5000-01-4090 Administrative Fee | 1,500             | 120.00            | 1,074.00               | 0.00                | 426.00            | 71.60           |
| 801-5000-01-5111 Health Insurance   | 997,000           | 85,522.54         | 657,233.46             | 0.00                | 339,766.54        | 65.92           |
| 801-5000-01-5112 Dental Insurance   | 70,000            | 6,515.81          | 49,326.79              | 0.00                | 20,673.21         | 70.47           |
| 801-5000-01-5113 Vision Insurance   | 10,000            | 854.00            | 7,616.01               | 0.00                | 2,383.99          | 76.16           |
| 801-5000-01-5115 Life Insurance     | 50,000            | 6,531.27          | 54,538.37              | 0.00 (              | 4,538.37)         | 109.08          |
| 801-5000-01-5117 Voluntary Policies | 15,000            | 1,101.88          | 9,433.10               | 0.00                | 5,566.90          | 62.89           |
| 801-5000-01-5118 Flex Spending      | 8,000             | 534.71            | 8,830.92               | 0.00 (              | 830.92)           | 110.39          |
| 801-5000-01-5119 New Benefits       | 8,000             | 836.40            | 5,904.00               | 0.00                | 2,096.00          | 73.80           |
| 801-5000-01-5120 Careflight/PHI     | <u>7,000</u>      | <u>0.00</u>       | <u>3,607.50</u>        | <u>0.00</u>         | <u>3,392.50</u>   | <u>51.54</u>    |
| TOTAL Personnel                     | 1,166,500         | 102,016.61        | 797,564.15             | 0.00                | 368,935.85        | 68.37           |
|                                     |                   |                   |                        |                     |                   |                 |
| TOTAL Insurance Premiums            | 1,166,500         | 102,016.61        | 797,564.15             | 0.00                | 368,935.85        | 68.37           |
|                                     |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENSES                      | 1,166,500         | 102,016.61        | 797,564.15             | 0.00                | 368,935.85        | 68.37           |
|                                     |                   |                   |                        |                     |                   |                 |
| REVENUE OVER/ (UNDER) EXPENSES      | 0                 | 34,168.77 (       | 44,288.28)             | 0.00                | 44,288.28         | 0.00            |



## **Balance Sheet by Fund**

(Unaudited)

**May 2024**



BALANCE SHEET

AS OF: MAY 31ST, 2024

101-General Fund

| ACCOUNT #     | ACCOUNT DESCRIPTION                                | BALANCE              |                      |
|---------------|----------------------------------------------------|----------------------|----------------------|
| ASSETS        |                                                    |                      |                      |
| =====         |                                                    |                      |                      |
| 101-11-000-00 | General Fund Cash                                  | 293,803.73           |                      |
| 101-11-000-10 | Cash on hand - Court drawer                        | 200.00               |                      |
| 101-11-000-84 | Claim on Cash General                              | 3,810,820.41         |                      |
| 101-11-000-90 | Investment Account                                 | 5,489,613.37         |                      |
| 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>11,717,896.32</u> |
|               |                                                    |                      |                      |
|               | TOTAL ASSETS                                       |                      | 11,717,896.32        |
|               |                                                    |                      | =====                |
| LIABILITIES   |                                                    |                      |                      |
| =====         |                                                    |                      |                      |
| 101-21-010-00 | Accounts Payable Pooled                            | 108,726.58           |                      |
| 101-21-010-01 | Accounts Payable-General Fund                      | 12,656.70            |                      |
| 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)            |                      |
| 101-21-023-40 | Collection fees payable-MVBA                       | 979.59               |                      |
| 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                                   | ( 142.67)            |                      |
|               |                                                    |                      | <u>309,906.28</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                                      | 13,249,169.15        |                      |
|               | TOTAL EXPENSES                                     | <u>10,240,265.52</u> |                      |
|               | TOTAL REVENUE OVER/ (UNDER) EXPENSES               | 3,008,903.63         |                      |
|               |                                                    |                      |                      |
|               | TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                      | <u>11,407,990.04</u> |
|               |                                                    |                      |                      |
|               | TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                      | 11,717,896.32        |
|               |                                                    |                      | =====                |

## BALANCE SHEET

AS OF: MAY 31ST, 2024

## 201-Water Fund

| ACCOUNT #              | ACCOUNT DESCRIPTION            | BALANCE             |
|------------------------|--------------------------------|---------------------|
| <b>ASSETS</b>          |                                |                     |
| =====                  |                                |                     |
| 201-11-000-00          | Water Fund Cash                | 114,238.22          |
| 201-11-000-10          | Cash Drawer                    | 200.00              |
| 201-11-000-84          | Claim on Cash Water            | 1,166,122.25        |
| 201-11-000-90          | Investment Account             | 75,041.73           |
| 201-11-000-91          | Water Impact Fees              | 622,102.93          |
| 201-11-012-73          | Cash in bank - Water Bond S16  | 1,227.46            |
| 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>9,705,220.60</u> |
| TOTAL ASSETS           |                                | 9,705,220.60        |
| =====                  |                                |                     |
| <b>LIABILITIES</b>     |                                |                     |
| =====                  |                                |                     |
| 201-21-010-00          | Accounts Payable Pooled        | 8,347.08            |
| 201-21-010-05          | Unapplied Credits              | 5,902.50            |
| 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       | 7,772.33            |
| 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              | 163,219.32          |
| 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              | 30,489.00           |
|                        |                                | <u>4,677,462.27</u> |
| TOTAL LIABILITIES      |                                | 4,677,462.27        |
| <b>EQUITY</b>          |                                |                     |
| =====                  |                                |                     |
| 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: MAY 31ST, 2024

201-Water Fund

| ACCOUNT #                                          | ACCOUNT DESCRIPTION | BALANCE             |
|----------------------------------------------------|---------------------|---------------------|
| <hr/>                                              |                     |                     |
| TOTAL REVENUE                                      |                     | 1,753,666.53        |
| TOTAL EXPENSES                                     |                     | <u>1,301,799.47</u> |
| TOTAL REVENUE OVER/ (UNDER) EXPENSES               |                     | 451,867.06          |
|                                                    |                     |                     |
| TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                     | <u>5,027,758.33</u> |
|                                                    |                     |                     |
| TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                     | 9,705,220.60        |
|                                                    |                     | =====               |

BALANCE SHEET

AS OF: MAY 31ST, 2024

202-Sewer Fund

| ACCOUNT #                                         | ACCOUNT DESCRIPTION            | BALANCE              |                     |
|---------------------------------------------------|--------------------------------|----------------------|---------------------|
| <hr/>                                             |                                |                      |                     |
| ASSETS                                            |                                |                      |                     |
| =====                                             |                                |                      |                     |
| 202-11-000-84                                     | Claim on Cash Sewer            | ( 7,967,388.52)      |                     |
| 202-11-000-91                                     | Sewer Impact Fees              | 810,158.63           |                     |
| 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>7,434,480.30</u> |
|                                                   |                                |                      |                     |
| TOTAL ASSETS                                      |                                |                      | 7,434,480.30        |
|                                                   |                                |                      | =====               |
| LIABILITIES                                       |                                |                      |                     |
| =====                                             |                                |                      |                     |
| 202-21-010-00                                     | Accounts Payable Pooled        | 6,490.32             |                     |
| 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>38,342.00</u>     |                     |
| TOTAL LIABILITIES                                 |                                |                      | <u>268,687.92</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                                     |                                | 948,922.27           |                     |
| TOTAL EXPENSES                                    |                                | <u>730,966.23</u>    |                     |
| TOTAL REVENUE OVER/(UNDER) EXPENSES               |                                |                      | 217,956.04          |
|                                                   |                                |                      |                     |
| TOTAL EQUITY & REV. OVER/(UNDER) EXP.             |                                |                      | <u>7,165,792.38</u> |
|                                                   |                                |                      |                     |
| TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. |                                |                      | 7,434,480.30        |
|                                                   |                                |                      | =====               |

BALANCE SHEET

AS OF: MAY 31ST, 2024

205-Solid Waste Fund

| ACCOUNT #                                          | ACCOUNT DESCRIPTION            | BALANCE       |       |
|----------------------------------------------------|--------------------------------|---------------|-------|
| ASSETS                                             |                                |               |       |
| =====                                              |                                |               |       |
| 205-11-000-84                                      | Claim on Cash Garbage          | ( 359,333.34) |       |
| 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)   |       |
|                                                    |                                | ( 196,724.37) |       |
|                                                    |                                |               |       |
| TOTAL ASSETS                                       |                                | ( 196,724.37) | ===== |
| LIABILITIES                                        |                                |               |       |
| =====                                              |                                |               |       |
| 205-21-010-00                                      | Accounts Payable Pooled        | 149,956.93    |       |
| 205-21-021-90                                      | Sales Tax Payable              | 10,107.90     |       |
| 205-23-000-00                                      | Due to other funds             | 16,219.00     |       |
| TOTAL LIABILITIES                                  |                                | 176,283.83    |       |
| EQUITY                                             |                                |               |       |
| =====                                              |                                |               |       |
| 205-31-033-00                                      | Fund Balance                   | ( 272,923.87) |       |
| TOTAL BEGINNING EQUITY                             |                                | ( 272,923.87) |       |
|                                                    |                                |               |       |
| TOTAL REVENUE                                      |                                | 1,303,149.16  |       |
| TOTAL EXPENSES                                     |                                | 1,403,233.49  |       |
| TOTAL REVENUE OVER/ (UNDER) EXPENSES               |                                | ( 100,084.33) |       |
|                                                    |                                |               |       |
| TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                                | ( 373,008.20) |       |
|                                                    |                                |               |       |
| TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                                | ( 196,724.37) | ===== |

BALANCE SHEET

AS OF: MAY 31ST, 2024

301-Debt Service Fund

| ACCOUNT #                                          | ACCOUNT DESCRIPTION           | BALANCE             |                   |
|----------------------------------------------------|-------------------------------|---------------------|-------------------|
| ASSETS                                             |                               |                     |                   |
| =====                                              |                               |                     |                   |
| 301-11-000-00                                      | Debt Service Cash             | 385,967.80          |                   |
| 301-11-000-84                                      | Claim on Cash Debt Service    | ( 23,372.51)        |                   |
| 301-11-000-90                                      | Investment Account            | 70,968.58           |                   |
| 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>556,208.43</u> |
| TOTAL ASSETS                                       |                               |                     | 556,208.43        |
| =====                                              |                               |                     |                   |
| 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                                      |                               | 1,322,233.49        |                   |
| TOTAL EXPENSES                                     |                               | <u>1,021,673.28</u> |                   |
| TOTAL REVENUE OVER/ (UNDER) EXPENSES               |                               | 300,560.21          |                   |
| TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                               |                     | <u>548,383.87</u> |
| TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                               |                     | 556,208.43        |
| =====                                              |                               |                     |                   |

BALANCE SHEET

AS OF: MAY 31ST, 2024

401-Special Revenue Fund

| ACCOUNT #                                          | ACCOUNT DESCRIPTION            | BALANCE          |                  |
|----------------------------------------------------|--------------------------------|------------------|------------------|
| ASSETS                                             |                                |                  |                  |
| =====                                              |                                |                  |                  |
| 401-11-000-00                                      | Special Revenue Cash           | 46,059.28        |                  |
| 401-11-000-84                                      | Claim on Cash Special Revenue  | <u>23,971.65</u> |                  |
|                                                    |                                |                  | <u>70,030.93</u> |
| TOTAL ASSETS                                       |                                |                  | 70,030.93        |
|                                                    |                                |                  | =====            |
| 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                                      |                                | 26,101.53        |                  |
| TOTAL EXPENSES                                     |                                | <u>3,525.00</u>  |                  |
| TOTAL REVENUE OVER/ (UNDER) EXPENSES               |                                | 22,576.53        |                  |
| TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                                | <u>70,030.93</u> |                  |
| TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                                |                  | 70,030.93        |
|                                                    |                                |                  | =====            |

BALANCE SHEET

AS OF: MAY 31ST, 2024

402-TIRZ Jackson Ridge

| ACCOUNT #                                          | ACCOUNT DESCRIPTION      | BALANCE             |
|----------------------------------------------------|--------------------------|---------------------|
| ASSETS                                             |                          |                     |
| =====                                              |                          |                     |
| 402-11-000-00                                      | TIRZ Cash                | 899,555.87          |
| 402-11-000-84                                      | Claim on Cash TIRZ       | <u>518,732.58</u>   |
|                                                    |                          | <u>1,418,288.45</u> |
| TOTAL ASSETS                                       |                          | 1,418,288.45        |
|                                                    |                          | =====               |
| LIABILITIES                                        |                          |                     |
| =====                                              |                          |                     |
| EQUITY                                             |                          |                     |
| =====                                              |                          |                     |
| 402-31-033-06                                      | Fund balance - TIRZ Fund | <u>526,039.50</u>   |
|                                                    | TOTAL BEGINNING EQUITY   | 526,039.50          |
| TOTAL REVENUE                                      |                          | <u>892,248.95</u>   |
| TOTAL REVENUE OVER/ (UNDER) EXPENSES               |                          | 892,248.95          |
| TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                          | <u>1,418,288.45</u> |
| TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                          | 1,418,288.45        |
|                                                    |                          | =====               |



BALANCE SHEET

AS OF: MAY 31ST, 2024

403-Impact Fees

| ACCOUNT #                                          | ACCOUNT DESCRIPTION          | BALANCE           |
|----------------------------------------------------|------------------------------|-------------------|
| ASSETS                                             |                              |                   |
| =====                                              |                              |                   |
| 403-11-000-00                                      | Impact Fees Cash             | 408,561.25        |
| 403-11-000-84                                      | Claim on Cash Impact Fees    | ( 18,923.28)      |
|                                                    |                              | <u>389,637.97</u> |
| TOTAL ASSETS                                       |                              | 389,637.97        |
|                                                    |                              | =====             |
| LIABILITIES                                        |                              |                   |
| =====                                              |                              |                   |
| EQUITY                                             |                              |                   |
| =====                                              |                              |                   |
| 403-31-033-20                                      | Restricted FB- Street Impact | <u>376,974.59</u> |
| TOTAL BEGINNING EQUITY                             |                              | 376,974.59        |
| TOTAL REVENUE                                      |                              | 14,293.38         |
| TOTAL EXPENSES                                     |                              | <u>1,630.00</u>   |
| TOTAL REVENUE OVER/ (UNDER) EXPENSES               |                              | 12,663.38         |
| TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                              | <u>389,637.97</u> |
| TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                              | 389,637.97        |
|                                                    |                              | =====             |

BALANCE SHEET

AS OF: MAY 31ST, 2024

404-Development Fees

| ACCOUNT #                                          | ACCOUNT DESCRIPTION            | BALANCE             |                      |
|----------------------------------------------------|--------------------------------|---------------------|----------------------|
| ASSETS                                             |                                |                     |                      |
| =====                                              |                                |                     |                      |
| 404-11-000-00                                      | Development Fees Cash          | 256.74              |                      |
| 404-11-000-50                                      | Investment Acct-Park Fees      | 2,166,789.21        |                      |
| 404-11-000-60                                      | Investment acct-Fire Station   | 4,223,852.91        |                      |
| 404-11-000-70                                      | Investment Acct-Street Fees    | 3,124,787.57        |                      |
| 404-11-000-84                                      | Claim on Cash Development Fees | 1,081,873.47        |                      |
| 404-11-000-90                                      | Investment Account             | <u>429,004.88</u>   |                      |
|                                                    |                                |                     | <u>11,026,564.78</u> |
|                                                    |                                |                     |                      |
| TOTAL ASSETS                                       |                                |                     | 11,026,564.78        |
| =====                                              |                                |                     |                      |
| LIABILITIES                                        |                                |                     |                      |
| =====                                              |                                |                     |                      |
| 404-21-010-00                                      | Accounts Payable Pooled        | <u>10,659.63</u>    |                      |
| TOTAL LIABILITIES                                  |                                |                     | <u>10,659.63</u>     |
|                                                    |                                |                     |                      |
| EQUITY                                             |                                |                     |                      |
| =====                                              |                                |                     |                      |
| 404-31-033-00                                      | Fund Balance                   | <u>9,877,418.37</u> |                      |
| TOTAL BEGINNING EQUITY                             |                                | 9,877,418.37        |                      |
|                                                    |                                |                     |                      |
| TOTAL REVENUE                                      |                                | 1,279,822.39        |                      |
| TOTAL EXPENSES                                     |                                | <u>141,335.61</u>   |                      |
| TOTAL REVENUE OVER/ (UNDER) EXPENSES               |                                | 1,138,486.78        |                      |
|                                                    |                                |                     |                      |
| TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                                |                     | <u>11,015,905.15</u> |
|                                                    |                                |                     |                      |
| TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                                |                     | 11,026,564.78        |
| =====                                              |                                |                     |                      |

BALANCE SHEET

AS OF: MAY 31ST, 2024

405-Grant Fund

| ACCOUNT #                                         | ACCOUNT DESCRIPTION       | BALANCE               |                     |
|---------------------------------------------------|---------------------------|-----------------------|---------------------|
| ASSETS                                            |                           |                       |                     |
| =====                                             |                           |                       |                     |
| 405-11-000-00                                     | Grant Fund Cash           | 1,097,286.50          |                     |
| 405-11-000-84                                     | Claim on Cash Grants      | ( 445,322.96)         |                     |
| 405-11-021-01                                     | Prepaid Project Match     | <u>76,322.00</u>      |                     |
|                                                   |                           |                       | <u>728,285.54</u>   |
| TOTAL ASSETS                                      |                           |                       | 728,285.54          |
|                                                   |                           |                       | =====               |
| LIABILITIES                                       |                           |                       |                     |
| =====                                             |                           |                       |                     |
| 405-21-010-00                                     | Account Payable Pooled    | 2,739.00              |                     |
| 405-21-021-60                                     | Unearned Revenue - Grants | <u>1,023,214.40</u>   |                     |
| TOTAL LIABILITIES                                 |                           |                       | <u>1,025,953.40</u> |
| EQUITY                                            |                           |                       |                     |
| =====                                             |                           |                       |                     |
| 405-31-033-04                                     | Fund Balance - Grant Fund | ( <u>278,550.21</u> ) |                     |
| TOTAL BEGINNING EQUITY                            |                           | ( 278,550.21)         |                     |
| TOTAL REVENUE                                     |                           | 492,003.94            |                     |
| TOTAL EXPENSES                                    |                           | <u>511,121.59</u>     |                     |
| TOTAL REVENUE OVER/(UNDER) EXPENSES               |                           | ( 19,117.65)          |                     |
| TOTAL EQUITY & REV. OVER/(UNDER) EXP.             |                           | ( <u>297,667.86</u> ) |                     |
| TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. |                           |                       | 728,285.54          |
|                                                   |                           |                       | =====               |

BALANCE SHEET

AS OF: MAY 31ST, 2024

406-Holding Acct Dev Agreemts

| ACCOUNT #                                          | ACCOUNT DESCRIPTION     | BALANCE           |
|----------------------------------------------------|-------------------------|-------------------|
| ASSETS                                             |                         |                   |
| =====                                              |                         |                   |
| 406-11-000-00                                      | Developer Cash Holdings | 1,515.58          |
| 406-11-000-84                                      | Claim on Cash Holding   | <u>552,555.10</u> |
|                                                    |                         | <u>554,070.68</u> |
| TOTAL ASSETS                                       |                         | 554,070.68        |
|                                                    |                         | =====             |
| LIABILITIES                                        |                         |                   |
| =====                                              |                         |                   |
| 406-21-010-00                                      | Accounts Payable Pooled | 43,594.27         |
| 406-23-000-00                                      | Due to Other Funds      | <u>368,290.00</u> |
| TOTAL LIABILITIES                                  |                         | <u>411,884.27</u> |
| EQUITY                                             |                         |                   |
| =====                                              |                         |                   |
| 406-31-033-00                                      | Fund Balance            | <u>227,158.33</u> |
| TOTAL BEGINNING EQUITY                             |                         | 227,158.33        |
| TOTAL REVENUE                                      |                         | 220,053.01        |
| TOTAL EXPENSES                                     |                         | <u>305,024.93</u> |
| TOTAL REVENUE OVER/ (UNDER) EXPENSES               |                         | ( 84,971.92)      |
| TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                         | <u>142,186.41</u> |
| TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                         | 554,070.68        |
|                                                    |                         | =====             |

BALANCE SHEET

AS OF: MAY 31ST, 2024

407-Fire Dept SAFR

| ACCOUNT #   | ACCOUNT DESCRIPTION | BALANCE |       |
|-------------|---------------------|---------|-------|
| <hr/>       |                     |         |       |
| ASSETS      |                     |         |       |
| =====       |                     | <hr/>   | <hr/> |
|             |                     |         | ===== |
| LIABILITIES |                     |         |       |
| =====       |                     | <hr/>   | <hr/> |
| EQUITY      |                     |         |       |
| =====       |                     | <hr/>   | <hr/> |
|             |                     |         | ===== |

BALANCE SHEET

AS OF: MAY 31ST, 2024

501-Capital Projects Fund

| ACCOUNT #                                          | ACCOUNT DESCRIPTION            | BALANCE              |                      |
|----------------------------------------------------|--------------------------------|----------------------|----------------------|
| ASSETS                                             |                                |                      |                      |
| =====                                              |                                |                      |                      |
| 501-11-000-00                                      | Capital Projects Cash          | 1,161.89             |                      |
| 501-11-000-55                                      | Vehicle Replacement Fund       | 60,388.73            |                      |
| 501-11-000-58                                      | Cash - Tax Notes               | 382,062.79           |                      |
| 501-11-000-59                                      | Cash - CO 2022 Public Safety   | 6,503,185.33         |                      |
| 501-11-000-60                                      | Cash - CO 2023 Keeneland Phl   | 5,024,091.88         |                      |
| 501-11-000-61                                      | Cash - CO 2024 Station 2       | 5,398,373.65         |                      |
| 501-11-000-84                                      | Claim on Cash Capital Projects | 2,583,910.70         |                      |
| 501-11-008-38                                      | Cash - Water Bond S16          | <u>564,580.33</u>    |                      |
|                                                    |                                |                      | <u>20,517,755.30</u> |
|                                                    |                                |                      |                      |
| TOTAL ASSETS                                       |                                |                      | 20,517,755.30        |
| =====                                              |                                |                      |                      |
| LIABILITIES                                        |                                |                      |                      |
| =====                                              |                                |                      |                      |
| 501-21-010-00                                      | Accounts Payable Pooled        | 278,674.61           |                      |
| 501-23-999-00                                      | Impact Fees - Streets          | <u>33,317.26</u>     |                      |
| TOTAL LIABILITIES                                  |                                |                      | <u>311,991.87</u>    |
|                                                    |                                |                      |                      |
| EQUITY                                             |                                |                      |                      |
| =====                                              |                                |                      |                      |
| 501-31-033-03                                      | Restricted FB - Contruction    | <u>22,896,497.09</u> |                      |
| TOTAL BEGINNING EQUITY                             |                                | 22,896,497.09        |                      |
|                                                    |                                |                      |                      |
| TOTAL REVENUE                                      |                                | 6,342,138.37         |                      |
| TOTAL EXPENSES                                     |                                | <u>9,032,872.03</u>  |                      |
| TOTAL REVENUE OVER/ (UNDER) EXPENSES               |                                | ( 2,690,733.66)      |                      |
|                                                    |                                |                      |                      |
| TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                                |                      | <u>20,205,763.43</u> |
|                                                    |                                |                      |                      |
| TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                                |                      | 20,517,755.30        |
| =====                                              |                                |                      |                      |

BALANCE SHEET

AS OF: MAY 31ST, 2024

701-MDD

| ACCOUNT #                                          | ACCOUNT DESCRIPTION        | BALANCE             |                 |
|----------------------------------------------------|----------------------------|---------------------|-----------------|
| ASSETS                                             |                            |                     |                 |
| =====                                              |                            |                     |                 |
| 701-11-000-00                                      | MDD Cash                   | 799,316.74          |                 |
| 701-11-000-84                                      | Claim on Cash MDD          | ( 156,642.36)       |                 |
| 701-11-000-90                                      | Investment Account         | 1,597,468.72        |                 |
| 701-11-013-37                                      | Sales Tax Receivable       | 159,278.70          |                 |
| 701-12-015-00                                      | Land                       | 696,835.95          |                 |
| 701-12-015-10                                      | Buildings and improvements | 340,267.04          |                 |
| 701-12-017-00                                      | Accumulated Depreciation   | ( 43,317.00)        |                 |
|                                                    |                            | <u>3,393,207.79</u> |                 |
| TOTAL ASSETS                                       |                            |                     | 3,393,207.79    |
|                                                    |                            |                     | =====           |
| LIABILITIES                                        |                            |                     |                 |
| =====                                              |                            |                     |                 |
| 701-21-010-00                                      | Accounts Payable Pooled    | <u>4,786.50</u>     |                 |
| TOTAL LIABILITIES                                  |                            |                     | <u>4,786.50</u> |
| EQUITY                                             |                            |                     |                 |
| =====                                              |                            |                     |                 |
| 701-31-040-10                                      | Fund Balance - MDD         | <u>2,735,356.60</u> |                 |
| TOTAL BEGINNING EQUITY                             |                            |                     | 2,735,356.60    |
|                                                    |                            |                     |                 |
| TOTAL REVENUE                                      |                            | 813,998.84          |                 |
| TOTAL EXPENSES                                     |                            | <u>160,934.15</u>   |                 |
| TOTAL REVENUE OVER/ (UNDER) EXPENSES               |                            | 653,064.69          |                 |
|                                                    |                            |                     |                 |
| TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             |                            | <u>3,388,421.29</u> |                 |
|                                                    |                            |                     |                 |
| TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. |                            |                     | 3,393,207.79    |
|                                                    |                            |                     | =====           |

BALANCE SHEET

AS OF: MAY 31ST, 2024

801-Employee Benefit Trust

| ACCOUNT #     | ACCOUNT DESCRIPTION                                | BALANCE      |
|---------------|----------------------------------------------------|--------------|
| ASSETS        |                                                    |              |
| =====         |                                                    |              |
| 801-11-000-00 | Employee Benefit Trust Cash                        | 40,437.77    |
| 801-11-000-84 | Claim on Cash EBT                                  | ( 62,400.41) |
|               |                                                    | ( 21,962.64) |
|               | TOTAL ASSETS                                       | ( 21,962.64) |
|               |                                                    | =====        |
| LIABILITIES   |                                                    |              |
| =====         |                                                    |              |
| 801-21-010-13 | Accounts Payable                                   | 60.00        |
| 801-23-000-00 | Due to other funds                                 | 50,000.00    |
|               | TOTAL LIABILITIES                                  | 50,060.00    |
| EQUITY        |                                                    |              |
| =====         |                                                    |              |
| 801-31-033-00 | Fund Balance                                       | ( 27,734.36) |
|               | TOTAL BEGINNING EQUITY                             | ( 27,734.36) |
|               | TOTAL REVENUE                                      | 753,275.87   |
|               | TOTAL EXPENSES                                     | 797,564.15   |
|               | TOTAL REVENUE OVER/ (UNDER) EXPENSES               | ( 44,288.28) |
|               | TOTAL EQUITY & REV. OVER/ (UNDER) EXP.             | ( 72,022.64) |
|               | TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP. | ( 21,962.64) |
|               |                                                    | =====        |





**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

Approve an Interlocal Agreement with Texas Municipal League for 2024-2025 Cyber Liability and Data Breach Response Coverage Updates

**Staff Contact**

Mike English, Finance Director  
menglish@aubreytx.gov  
940-440-9343

---

**Summary**

TML Intergovernment Risk Pool, the City's insurance provider, has changed its process for Cyber Security coverage and they are requiring their members to sign an updated Interlocal agreement (ILA). The major change addressed in the updated ILA pertains to TML establishing a new Cyber Fund which will cap the pool's total annual payout at \$25 million. TML Intergovernment Risk Pool currently insures the City of Aubrey for Cyber liability and data breach risks. The City's annual contribution (i.e., premium) is \$250 which includes Liability coverage up to \$1m and various other coverages relating to business interruption, cyber extortion loss, data recovery loss, regulatory defense and others. The updated ILA will increase the annual premium amount from \$250 to \$1,250 effective October 1, 2024.

Staff recommends approval of this item for the Mayor or his designate to sign the TML ILA. Failure to sign the ILA will result in loss of cyber coverage effective 10/01/2024.

---

**Financial Summary**

Cyber premiums increase from \$250 to \$1,250 effective 10/01/2024.

---

**Staff Recommended Motion**

Approve

**Conditions**

N/A



WORKERS' COMPENSATION • PROPERTY • LIABILITY

**CRITICAL ALERT:**  
***Cyber Liability and Data Breach Response Coverage***

DATE: June 7, 2024  
TO: All Members with Core + (Band 1) Cyber Coverage  
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

---

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering ***Cyber Liability and Data Breach Response Coverage*** ("***Cyber Coverage***"), cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool's Coverage structure, effective on October 1, 2024. ***Members must elect to continue coverage or "opt-in" by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.***

**MEMBERS THAT DON'T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.**

Included in this packet are:

1. A two-page flyer explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A new, separate **Interlocal Agreement (contract)** to join the Pool's new Cyber Fund.

Please review the above information.

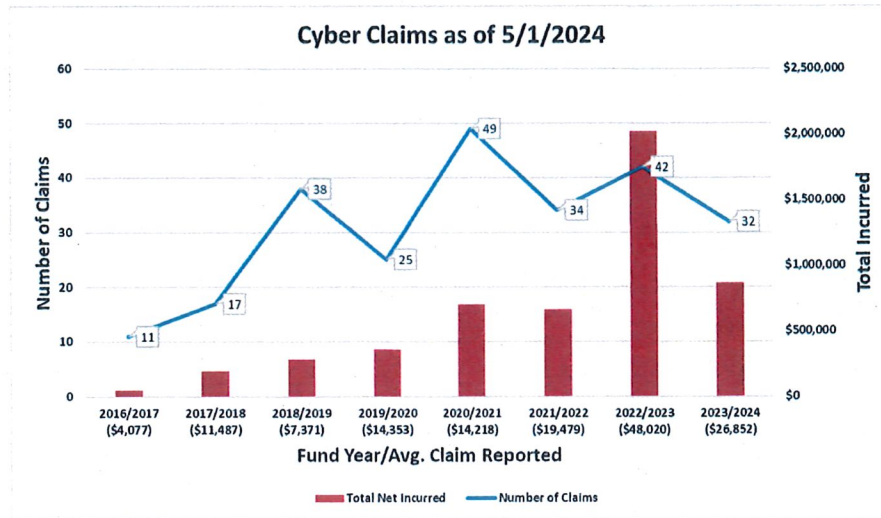
If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to [underwriting@tmlirp.org](mailto:underwriting@tmlirp.org) or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

**REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.**

## CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

### Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the **Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

### The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.



### The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

### What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at [www.tmlirp.org](http://www.tmlirp.org).

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

**REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.**

### Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns ([rburns@tmlirp.org](mailto:rburns@tmlirp.org)) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

### Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to [www.tmlirp.org](http://www.tmlirp.org), click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

## LIMIT PAGE

Your entity currently has **Core + Cyber** Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

*A limit of \$25,000,000 is shared by all **Members** for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.*

|                                                                 | <b>Core</b> | <b>Core+</b> |
|-----------------------------------------------------------------|-------------|--------------|
| <b>Tower 1 - Limit of Liability*</b>                            | \$500,000   | \$1,000,000  |
| Data & Network and Media Liability Aggregate Limit of Liability | \$500,000   | \$1,000,000  |
| Retention                                                       | \$0         | \$0          |

|                                                     |                  |                  |
|-----------------------------------------------------|------------------|------------------|
| <b>Tower 2 - Limit of Liability</b>                 | <b>\$100,000</b> | <b>\$250,000</b> |
| <b><u>First Party Loss</u></b>                      |                  |                  |
| Business Interruption Aggregate Sublimit            | \$20,000         | \$50,000         |
| Cyber Extortion Loss Aggregate Sublimit             | \$25,000         | \$50,000         |
| Data Recovery Costs Aggregate Sublimit              | \$20,000         | \$50,000         |
| Reputational Loss Aggregate Sublimit                | \$5,000          | \$10,000         |
| Retention (other than Business Interruption)        | \$0              | \$5,000          |
| Income Loss Retention under Business Interruption   | \$5,000          | \$5,000          |
| <b><u>Third Party Loss</u></b>                      |                  |                  |
| Regulatory Defense and Penalties Aggregate Sublimit | \$25,000         | \$75,000         |
| Payment Card Liabilities & Costs Aggregate Sublimit | \$10,000         | \$25,000         |
| Retention                                           | \$0              | \$5,000          |
| <b><u>eCrime</u></b>                                |                  |                  |
| Fraudulent Instruction Aggregate Sublimit           | \$25,000         | \$50,000         |
| Funds Transfer Aggregate Sublimit                   | \$25,000         | \$50,000         |
| Telephone Fraud Aggregate Sublimit                  | \$25,000         | \$50,000         |
| Criminal Reward                                     | \$2,500          | \$2,500          |
| Retention (other than Criminal Reward)              | \$2,500          | \$5,000          |
| Retention Criminal Reward                           | \$0              | \$0              |

|                                                                                         |                  |                  |
|-----------------------------------------------------------------------------------------|------------------|------------------|
| <b>Tower 3 - Limit of Liability</b>                                                     | <b>\$100,000</b> | <b>\$150,000</b> |
| <b>Breach Breach Response Aggregate Limit of Liability</b><br>Beazley Response Services | \$100,000        | \$150,000        |
| Retention                                                                               | \$0              | \$0              |

|                                        |                |                 |
|----------------------------------------|----------------|-----------------|
| <b>New 2024-25 Annual Contribution</b> | <b>\$1,000</b> | <b>\$1,250</b>  |
| <i>Previous 2023-24 Contribution</i>   | <i>\$175</i>   | <i>\$247.24</i> |

*\*The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

# **Texas Municipal League Intergovernmental Risk Pool**

1821 Rutherford Lane, First Floor • Austin, Texas 78754

## **CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT**

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
  - a. Board. Refers to the Board of Trustees of the Fund.
  - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
  - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
  - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
  - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
  - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
  - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
  - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
  - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
  - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.



Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

*If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.*

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.



15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

**EMPLOYER MEMBERS' FUND CONTACT (See Section 10):**

Member Name \_\_\_\_\_

Name of Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ Email Address \_\_\_\_\_

Street Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Title \_\_\_\_\_ Date \_\_\_\_\_

Member's Federal Tax I.D. Number \_\_\_\_\_ - \_\_\_\_\_

**This Information is MANDATORY**

**TO BE COMPLETED BY FUND: (OFFICE USE ONLY)**

Effective Date of This Agreement \_\_\_\_\_

Member Name \_\_\_\_\_

Contract Number \_\_\_\_\_

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title \_\_\_\_\_ Date \_\_\_\_\_



**City Council Meeting**  
**Staff Report**  
**June 27, 2024**

---

**Agenda Item**

Approve Resolution 967-24 for the temporary closure of Main Street during the annual Holiday Tree Lighting on December 4, 2024.

**Staff Contact**

Christy Sayer, Events & Program Coordinator  
csayer@aubreytx.gov

---

**Summary**

For the 2024 Holiday Tree Lighting, we are hoping to provide a safer area around our event. Last year we had a record number of people, and we expect the number to grow. Closing down FM 428/Main St. and the surrounding smaller streets will help us to keep our citizens safer during the event. The streets will be closed from 5:00 p.m. - 9:30 p.m.

---

**Financial Summary**

None

---

**Staff Recommended Motion**

Approve

**Conditions**

N/A

**City of Aubrey**  
**Resolution Number 967-24**  
**Closing of Main Street for Holiday Tree Lighting**

**A RESOLUTION TEMPORARILY CLOSING MAIN STREET FOR FOUR AND A HALF HOURS ON DECEMBER 4, 2024, FOR THE ANNUAL HOLIDAY TREE LIGHTING EVENT.**

**WHEREAS**, a request was received from the City of Aubrey Parks and Recreation Department to temporarily close Main Street on December 4, 2024 from 5:00 PM until 9:30 PM for the Holiday Tree Lighting; and

**WHEREAS**, the City Council voted to officially close Main Street from 5:00 PM until 9:30 PM on December 4, 2024 for the annual Holiday Tree Lighting event.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:** Main Street will be temporarily closed from 5:00 PM until 9:30 PM on December 4, 2024, for the annual Holiday Tree Lighting event. The City of Aubrey Parks Department will coordinate with the Aubrey Police Chief, Fire Chief, and the Director of Public Works to provide adequate signage and instruction for closing of the street.

This resolution shall be in full force and effect from and after its adoption.

**PASSED AND APPROVED** by the City Council of the City of Aubrey this 27th day of June, 2024.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Chris Rich, Mayor

\_\_\_\_\_  
Jenny Hicks, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patricia A. Adams, City Attorney



**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

Approve a request for an extension of the expiration date of the Preliminary Plat for the Ribbonwood development.

**Staff Contact**

Leanne Wilson, Director of Public Works and Development Services  
lwilson@aubreytx.gov

---

**Summary**

The Ribbonwood MUD #1 Preliminary Plat, being approximately 90 acres out of the F.H. Pollard Survey, Abstract 995, Denton County Texas, located East of FM 2931, South of Springhill Rd, and East of Coffey Road, in the Aubrey Extraterritorial Jurisdiction was approved by the Planning and Zoning Commission on July 14, 2022, and by the City Council on July 26, 2022.

In accordance with Article 2, Section 1.07 of the City of Aubrey Subdivision Ordinance, an approved Preliminary Plat shall expire and shall thereafter be deemed null and void if a Final Plat Application for all the land subject to the Preliminary Plat has not been approved within two years from the date of the City Council's approval of the Preliminary Plat.

A Final Plat of Phase 1 of the Ribbonwood Development was approved, but a final plat has not been approved for Phase 2. Ribbonwood MUD #1 has submitted a written request to extend the expiration of the Preliminary Plat.

Significant efforts and expenditures are being made toward permitting and developing the project. Easements are being completed for utilities and Phase I is starting construction. The development is continuing to make progress forward.

---

**Financial Summary**

None

---

**Staff Recommended Motion**

Approve

**Conditions**

N/A



## Memorandum

To: Ms. Leanne Wilson, City of Aubrey

From: Kirby Logan, P.E., Kimley-Horn

Date: May 29, 2024

Subject: Ribbonwood MUD No. 1 – Preliminary Plat Extension Request

---

Dear Ms. Wilson,

I respectfully request the expiration date of the Ribbonwood MUD No. 1 Preliminary Plat be extended for an additional one (1) year past its current expiration date of July 26, 2024. At this time, multiple designs, studies, and plans to develop the property are well underway.

Major items that have recently been coordinated with the City of Aubrey, Denton County and/or Mustang S.U.D. include the following:

- Letter of Map Amendment (LOMA) Request – Approved by FEMA in December 2023
- Traffic Impact Analysis – Approved by City in February 2024
- Construction Plans Phase 1 (Streets, Drainage) – Approved by City in April 2024
- Construction Plans Phase 1 (Water, On-site Sewer) – Approved by Mustang S.U.D. in April 2024
- Construction Plans Phase 1 (Lift Station, Off-Site Sewer) – Under review by Mustang S.U.D.
- Flood Study – Approved by City in May 2024
- TxDOT Driveway Permit – Under review by TxDOT
- TxDOT Utility Installation Request – Under review by Mustang S.U.D. & TxDOT
- Denton County Subdivision Permit Phase 1 – Approved by Denton County in May 2024
- Denton Excavation & Fill Permit Phase 1 – Approved by Denton County in May 2024
- Final Plat Phase 1 – Approved by City of Aubrey in April 2024
- Earthwork Pre-Construction Meeting with City of Aubrey – May 22, 2024

As you can see, significant efforts and expenditures are being made toward permitting and developing the project. An earthwork pre-construction meeting for Phase 1 has been held, and earthwork is expected to start eminently. Current permitting efforts generally involve Phase 1; for Phase 2, permitting items such as the Phase 2 construction plans have not yet been created or submitted to the City for approval. Due to this timing, it would not be reasonable to expect a Phase 2 Final Plat to be approved by July 26, 2024 (the current Preliminary Plat expiration date). Therefore, we would request that the Preliminary Plat expiration be extended as mentioned above, given the ongoing progress towards completion.

Don't hesitate to call with questions or for additional information. I can be reached at 972-731-3808.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kirby Logan", is positioned below the word "Sincerely,".

Kirby Logan, P.E.  
Project Manager



**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

Approve an Interlocal Agreement between the City of Aubrey and the Clear Sky Municipal Utility District for solid waste services.

**Staff Contact**

Leanne Wilson, Director of Public Works and Development Services  
lwilson@aubreytx.gov

---

**Summary**

Aubrey 54 South LP previously entered into a Development Agreement for approximately 250.429 acres off FM 428 for the development of approximately 1,200 single family homes. This development, also known as Saratoga and Belmont, is located in the Aubrey ETJ.

Aubrey consented to the creation of the Municipal Utility District, and one of the limitations included in that consent was a limitation that prohibits the District from collecting, transporting, processing, disposing of and/or controlling industrial, commercial, or residential waste. Aubrey provides solid waste collection and recycling services to its residents pursuant to a Solid Waste Franchise Agreement adopted via ordinance and will extend these services through the Agreement to the Saratoga and Belmont subdivision residents.

---

**Financial Summary**

Solid waste rates and fees are established by ordinance.

---

**Staff Recommended Motion**

Approve

**Conditions**

N/A

## **AGREEMENT FOR SOLID WASTE COLLECTION SERVICES**

This Agreement for Solid Waste Services ("Agreement") is made and entered into by and between the Clear Sky Municipal Utility District of Denton County, a conservation and reclamation district and political subdivision of the State of Texas organized and operating pursuant to Article III, Section 52, and Article XVI, Section 59 Texas Constitution, and Chapters 49 and 54, Texas Water Code, acting by and through its governing body, ("District"), and the City of Aubrey, Texas, a home-rule municipality, acting by and through its governing body, ("City"), each individually referred to as a "Party" and collectively as the "Parties." The Effective Date of this Agreement shall be as set forth in Section 4.

**WHEREAS**, the District boundaries encompass approximately 250.429 acres of land located within Denton County and more specifically described in the Development Agreement (the "Property"); and

**WHEREAS**, the City consented to the creation and subsequent addition of land into the boundaries of the Property, and one of the limitations included in that consent was a limitation that prohibits the District from collecting, transporting, processing, disposing or and/or controlling industrial, commercial, or residential wastes whether in fluid, solid or composite state; and

**WHEREAS**, the Parties entered into a Development Agreement pursuant to Sections 212.171 and 212.172 of the Texas Local Government Code, pursuant to which the District is receiving various governmental services from City (the "Development Agreement"); and

**WHEREAS**, pursuant to its authority as a municipality, the City provides solid waste collection and recycling services to its residents pursuant to a Solid Waste Franchise Agreement adopted via ordinance (the "Franchise Agreement") with a solid waste provider whose services were solicited after the City complied with all legal requirements of State law (the "Service Provider"); and

**WHEREAS**, District is authorized by State law to provide for or engage third party services for the collection of solid waste within the Property; and

**WHEREAS**, District desires to contract with City to receive Solid Waste Collection Services (hereinafter defined) from City's Service Provider for its residents in accordance with the terms of this Agreement; and

**WHEREAS**, City desires to provide Solid Waste Collection Services for the Property in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, this Agreement is made pursuant to chapter 791 of the Texas



Government Code, which authorizes contracts between municipalities and other political subdivisions of the State of Texas for the performance of governmental functions and services; and

**WHEREAS**, the services provided herein are governmental functions; the compensation provided herein fairly compensates the City for services and functions performed, and all payments hereunder shall be made from current funds legally available to each Party;

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1.**  
**Incorporation of Recitals/Defined Terms.**

The representations, covenants, and recitations set forth in the foregoing Recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.

**Section 2.**  
**Defined Terms**

Except as otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the same meaning as given to such terms in the Development Agreement (defined above.)

**City/Mustang ILA** means the Interlocal Agreement between the City and Mustang for the collection of Solid Waste Fees from District; such collection service is provided as part of the billing process for water and sewer service from Mustang to the District, with the Solid Waste Fees being remitted to the City, as amended from time to time.

**Customer(s)** means all residents and occupants residing and/or owning property within the boundaries of the District who receive or who would be required to receive Solid Waste Collection Services pursuant to the terms of the Franchise Agreement and any orders of the District. All property owners within the boundaries of the District shall be required to receive and pay for Solid Waste Collection Services.

**Mustang** means Mustang Special Utility District of Denton County, Texas, a special utility district operating under authority of Chapters 49 and 65 of the Texas Water Code, as amended, holder of the CCN for water and wastewater for the District, and the entity that directly provides water and wastewater services to District residents.

**Service Provider** means the entity with which City has contracted pursuant to its Franchise Agreement to provide solid waste and recycling collection and other related services to the residents of the City and nonresident customers of the City and with which

the City has an executed Franchise Agreement. The term includes any and all Service Providers with whom the City currently has or with whom the City will enter into a Solid Waste Franchise Agreement in the future.

**Solid Waste and Recycling Franchise Agreement or Franchise Agreement** means an agreement between the City and a Service Provider who provides Solid Waste Collection Services to the citizens and customers of City. The term includes the Solid Waste Franchise Agreement in effect on the Effective Date of this Agreement, as amended from time to time, and includes all new Franchise Agreements approved by City in the future with any Service Provider.

**Solid Waste Collection Services or Collection Services** means the services provided by Service Provider pursuant to the Franchise Agreement for the provision of solid waste, recycling, and related services.

**Solid Waste Fee(s) or Fee** means the fees and charges for Solid Waste Collection Services imposed and collected pursuant to the Franchise Agreement and City Ordinance.

### **Section 3.** **Solid Waste Services**

**3.01. Mandatory Collection Services.** City and District agree that City shall exclusively provide Solid Waste Collection Services to District Customers in accordance with the terms of this Agreement. District agrees to adopt all necessary orders and/or to take all necessary legal and/or administrative actions to require that Solid Waste Collection Services are mandatory for all Customers and that City is the exclusive provider of Solid Waste Collection Services.

**3.02. Billing Services and Solid Waste Fees.** As water/wastewater service provider for District, Mustang bills District residents directly for water and wastewater services pursuant to a monthly bill (the "District Water Bill"). Pursuant to the City/Mustang ILA, Mustang also provides billing services for the collection of Solid Waste Fees from customers of City served by Mustang on a monthly basis. Upon the Effective Date of this Agreement, as part of its performance under the City/Mustang ILA, Mustang has agreed to add Solid Waste Fees to the District Water Bill and to collect and remit to City the Solid Waste Fees collected from Customers (the "Fee Collection Services").

In the event that City/Mustang ILA terminates, within forty-five (45) days of receipt of City's written notice and request for District to provide Fee Collection Services, District shall enter into a written agreement with City to provide for District to provide or cause to be provided the Fee Collection Services, including the billing, collection and remittance of Solid Waste Fees to City. Customers shall be billed directly by Mustang for the Solid Waste Fees on Customer Water Bills, and District agrees to take all necessary legal and/or administrative actions to adopt and impose upon Customers the requirement to

timely pay Solid Waste Fees, whether such fees are billed on a Water Bill or billed directly by District in accordance with the obligations of District under this section.

#### **Section 4.**

#### **Term and Termination**

**4.01. Term.** The Term of this Agreement shall commence upon the date of last signature of the Parties (the "Effective Date") and shall remain in effect for a period of ten (10) years unless terminated earlier in accordance with the terms of this Agreement (the "Initial Term"). After the expiration of the Initial Term, this Agreement shall automatically renew annually for five (5) additional terms of two (2) years each (the "Renewal Term(s)"). Notwithstanding the foregoing, either Party may terminate this Agreement by providing one (1) year's written notice of its intent to terminate (the "Notice"). Such Notice shall be delivered to no later than October 1 of the then current calendar year with a terminate date to be effective October 1 of the following calendar year.

**4.02. Termination/Default.** Either Party may declare a default hereunder if the other Party fails, refuses, or neglects to comply with any of the terms of this Agreement. If a Party declares a default of this Agreement, this Agreement shall terminate after notice and an opportunity to cure as provided for herein. The Party declaring a default shall notify the other Party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Party shall have thirty (30) days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of thirty (30) days after the receipt of notice, and such performance is diligently continued until the default is cured). Failure of a Party to cure a default shall result in termination.

#### **Section 5.**

#### **Miscellaneous**

**5.01. 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.

**5.02. Amendment.** This Agreement may be amended only by a written agreement signed by District and the City. No course of dealing on the part of the City or District nor any failure or delay by the City or District with respect to exercising any right, power or privilege pursuant to this Agreement will operate to be construed as a waiver thereof.

**5.03. Notice.** Any notice and/or statement required and permitted to be delivered under this Agreement shall be sent by depositing same in the United States Mail, certified, return receipt requested, postage prepaid, or sent by overnight courier, or hand-delivered, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

**IF TO THE CITY:**

City of Aubrey, Texas  
Attn: Charles Kreidler, City Manager  
107 S. Main Street  
Aubrey, Texas 76227  
Kreidler@aubreytx.gov

With a copy to:

Messer & Fort, PLLC  
Attn: Patricia Adams, City Attorney  
6371 Preston Road, Suite 200  
Frisco, Texas 75034  
Patricia@txmunicipallaw.com

**IF TO THE DISTRICT:**

Clear Sky Municipal Utility District of  
Denton County  
c/o Coats Rose, P.C.  
Attn: Mindy L. Koehne  
16000 North Dallas Parkway, Suite 350  
Dallas, Texas 75248  
Email: [mkoehne@coatsrose.com](mailto:mkoehne@coatsrose.com)

**5.04. Applicable Law.** This Agreement is made and shall be construed in accordance with the laws of the State of Texas. The Parties agree that Denton County, Texas, is the place of performance of this Agreement. Exclusive venue for any legal proceeding related to this Agreement shall lie in a court of competent jurisdiction in Denton County, Texas.

**5.05. Independent Parties.** The City and the District agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The City understands and agrees that the City, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the District. The District understands and agrees that the District, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the City.

**5.06. No Waiver of Immunity.** The City and the District agree that City and the District do not waive any sovereign or governmental immunity available to either the City or the District under Texas law and do not waive any available defenses under Texas law. Nothing in this Agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the District nor City waives any immunity or defense that would otherwise be available to it against claims by third parties.

**5.07. 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 obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the party claiming the right to 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.

**5.08. Assignment; Third-Party Beneficiaries.** This Agreement may not be assigned by either Party without the other's consent, which consent shall not be unreasonably denied, withheld or conditioned. This Agreement only inures to the benefit of and may only be enforced by the parties. 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.

**5.09. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A facsimile signature will also be deemed to constitute an original if properly executed.

**5.10. Interpretation.** 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.

**5.11. Authority/Binding Effect - Successors.** By its signature below, each Party represents that it has taken appropriate action through its respective governing body to enter into and execute this Agreement. This Agreement shall be binding upon

and inure to the benefit of the parties hereto and their respective successors, and assigns as allowed herein, as of the Effective Date, even if later executed.

**EXECUTED** by the City and District on the respective dates stated below.

**CITY OF AUBREY, TEXAS ("CITY")**

By: \_\_\_\_\_  
Chris Rich, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jenny Hicks, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Patricia A. Adams, City Attorney

**CLEAR SKY MUNICIPAL UTILITY DISTRICT  
OF DENTON COUNTY ("DISTRICT")**

By: \_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
\_\_\_\_\_, Attorney for District

## **AGREEMENT FOR SOLID WASTE COLLECTION SERVICES**

This Agreement for Solid Waste Services ("Agreement") is made and entered into by and between the Clear Sky Municipal Utility District of Denton County, a conservation and reclamation district and political subdivision of the State of Texas organized and operating pursuant to Article III, Section 52, and Article XVI, Section 59 Texas Constitution, and Chapters 49 and 54, Texas Water Code, acting by and through its governing body, ("District"), and the City of Aubrey, Texas, a home-rule municipality, acting by and through its governing body, ("City"), each individually referred to as a "Party" and collectively as the "Parties." The Effective Date of this Agreement shall be as set forth in Section 4.

**WHEREAS**, the District boundaries encompass approximately 250.429 acres of land located within Denton County and more specifically described in the Development Agreement (the "Property"); and

**WHEREAS**, the City consented to the creation and subsequent addition of land into the boundaries of the Property, and one of the limitations included in that consent was a limitation that prohibits the District from collecting, transporting, processing, disposing or and/or controlling industrial, commercial, or residential wastes whether in fluid, solid or composite state; and

**WHEREAS**, the Parties entered into a Development Agreement pursuant to Sections 212.171 and 212.172 of the Texas Local Government Code, pursuant to which the District is receiving various governmental services from City (the "Development Agreement"); and

**WHEREAS**, pursuant to its authority as a municipality, the City provides solid waste collection and recycling services to its residents pursuant to a Solid Waste Franchise Agreement adopted via ordinance (the "Franchise Agreement") with a solid waste provider whose services were solicited after City complied with all legal requirements, with whom the City has entered into the Franchise Agreement, and whom the City may from time to time in accordance with the requirements of State law change services (the "Service Provider"); and

**WHEREAS**, District is authorized by State law to provide for or engage third party services for the collection of solid waste within the Property; and

**WHEREAS**, District desires to contract with City to receive Solid Waste Collection Services (hereinafter defined) from City's Service Provider for its residents in accordance with the terms of this Agreement; and

**WHEREAS**, City desires to provide Solid Waste Collection Services for the Property in accordance with the terms and conditions set forth in this Agreement; and



**WHEREAS**, this Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between municipalities and other political subdivisions of the State of Texas for the performance of governmental functions and services; and

**WHEREAS**, the services provided herein are governmental functions; the compensation provided herein fairly compensates the City for services and functions performed, and all payments hereunder shall be made from current funds legally available to each Party;

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1.**  
**Incorporation of Recitals/Defined Terms.**

The representations, covenants, and recitations set forth in the foregoing Recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.

**Section 2.**  
**Defined Terms**

Except as otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the same meaning as given to such terms in the Development Agreement (defined above.)

**City/Mustang ILA** means the Interlocal Agreement between the City and Mustang for the collection of Solid Waste Fees from District; such collection service is provided as part of the billing process for water and sewer service from Mustang to the District, with the Solid Waste Fees being remitted to the City, as amended from time to time.

**Customer(s)** means all residents and occupants residing and/or owning property within the boundaries of the District who receive or who would be required to receive Solid Waste Collection Services pursuant to the terms of the Franchise Agreement and any orders of the District. All property owners within the boundaries of the District shall be required to receive and pay for Solid Waste Collection Services.

**Mustang** means Mustang Special Utility District of Denton County, Texas, a special utility district operating under authority of Chapters 49 and 65 of the Texas Water Code, as amended, holder of the CCN for water and wastewater for the District, and the entity that directly provides water and wastewater services to District residents.

**Service Provider** means the entity with which City has contracted pursuant to its Franchise Agreement to provide solid waste and recycling collection and other related services to the residents of the City and nonresident customers of the City and with which the City has an executed Franchise Agreement. The term includes any and all Service Providers with whom the City currently has or with whom the City will enter into a Solid Waste Franchise Agreement in the future.

**Solid Waste and Recycling Franchise Agreement or Franchise Agreement** means an agreement between the City and a Service Provider who provides Solid Waste Collection Services to the citizens and customers of City. The term includes the Solid Waste Franchise Agreement in effect on the Effective Date of this Agreement, as amended from time to time, and includes all new Franchise Agreements approved by City in the future with any Service Provider.

**Solid Waste Collection Services or Collection Services** means the services provided by Service Provider pursuant to the Franchise Agreement for the provision of solid waste, recycling, and related services.

**Solid Waste Fee(s) or Fee** means the fees and charges for Solid Waste Collection Services imposed and collected pursuant to the Franchise Agreement and City Ordinance.

### **Section 3.** **Solid Waste Services**

**3.01. Mandatory Collection Services.** City and District agree that City shall exclusively provide Solid Waste Collection Services to District Customers in accordance with the terms of this Agreement. District agrees to adopt all necessary orders and/or to take all necessary legal and/or administrative actions to require that Solid Waste Collection Services are mandatory for all Customers and that City is the exclusive provider of Solid Waste Collection Services.

**3.02. Billing Services and Solid Waste Fees.** As water/wastewater service provider for District, Mustang bills District residents directly for water and wastewater services pursuant to a monthly bill (the “District Water Bill”). Pursuant to the City/Mustang ILA, Mustang also provides billing services for the collection of Solid Waste Fees from customers of City served by Mustang on a monthly basis. Upon the Effective Date of this Agreement, as part of its performance under the City/Mustang ILA, Mustang has agreed to add Solid Waste Fees to the District Water Bill and to collect and remit to City the Solid Waste Fees collected from Customers (the “Fee Collection Services”).

In the event that City/Mustang ILA terminates, within forty-five (45) days of receipt of City’s written notice and request for District to provide Fee Collection Services, District shall enter into a written agreement with City to provide for District to provide or cause to be provided the Fee Collection Services, including the billing, collection and remittance

of Solid Waste Fees to City. Customers shall be billed directly by Mustang for the Solid Waste Fees on Customer Water Bills, and District agrees to take all necessary legal and/or administrative actions to adopt and impose upon Customers the requirement to timely pay Solid Waste Fees, whether such fees are billed on a Water Bill or billed directly by District in accordance with the obligations of District under this section.

#### **Section 4.** **Term and Termination**

**4.01. Term.** The Term of this Agreement shall commence upon the date of last signature of the Parties (the “Effective Date”) and shall remain in effect for a period of ten (10) years unless terminated earlier in accordance with the terms of this Agreement (the “Initial Term”). After the expiration of the Initial Term, this Agreement shall automatically renew annually for five (5) additional terms of two (2) years each (the “Renewal Term(s)"). Notwithstanding the foregoing, either Party may terminate this Agreement by providing one (1) year’s written notice of its intent to terminate (the “Notice”). Such Notice shall be delivered to no later than October 1 of the then current calendar year with a terminate date to be effective October 1 of the following calendar year.

**4.02. Termination/Default.** Either Party may declare a default hereunder if the other Party fails, refuses, or neglects to comply with any of the terms of this Agreement. If a Party declares a default of this Agreement, this Agreement shall terminate after notice and an opportunity to cure as provided for herein. The Party declaring a default shall notify the other Party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Party shall have thirty (30) days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of thirty (30) days after the receipt of notice, and such performance is diligently continued until the default is cured). Failure of a Party to cure a default shall result in termination.

#### **Section 5.** **Miscellaneous**

**5.01. 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.

**5.02. Amendment.** This Agreement may be amended only by a written agreement signed by District and the City. No course of dealing on the part of the City or District nor

any failure or delay by the City or District with respect to exercising any right, power or privilege pursuant to this Agreement will operate to be construed as a waiver thereof.

**5.03. Notice.** Any notice and/or statement required and permitted to be delivered under this Agreement shall be sent by depositing same in the United States Mail, certified, return receipt requested, postage prepaid, or sent by overnight courier, or hand-delivered, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

**IF TO THE CITY:**

City of Aubrey, Texas  
Attn: Charles Kreidler, City Manager  
107 S. Main Street  
Aubrey, Texas 76227  
Kreidler@aubreytx.gov

With a copy to:

Messer & Fort, PLLC  
Attn: Patricia Adams, City Attorney  
6371 Preston Road, Suite 200  
Frisco, Texas 75034  
Patricia@txmunicipallaw.com

**IF TO THE DISTRICT:**

Clear Sky Municipal Utility District of  
Denton County  
c/o Coats Rose, P.C.  
Attn: Mindy L. Koehne  
16000 North Dallas Parkway, Suite 350  
Dallas, Texas 75248  
Email: [mkoehne@coatsrose.com](mailto:mkoehne@coatsrose.com)

**5.04. Applicable Law.** This Agreement is made and shall be construed in accordance with the laws of the State of Texas. The Parties agree that Denton County, Texas, is the place of performance of this Agreement. Exclusive venue for any legal proceeding related to this Agreement shall lie in a court of competent jurisdiction in Denton County, Texas.

**5.05. Independent Parties.** The City and the District agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The City understands and agrees that the City, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the District. The District understands and agrees that

the District, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the City.

**5.06. No Waiver of Immunity.** The City and the District agree that City and the District do not waive any sovereign or governmental immunity available to either the City or the District under Texas law and do not waive any available defenses under Texas law. Nothing in this Agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the District nor City waives any immunity or defense that would otherwise be available to it against claims by third parties.

**5.07. 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 obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the party claiming the right to 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.

**5.08. Assignment; Third-Party Beneficiaries.** This Agreement may not be assigned by either Party without the other's consent, which consent shall not be unreasonably denied, withheld or conditioned. This Agreement only inures to the benefit of and may only be enforced by the parties. 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.

**5.09. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A facsimile signature will also be deemed to constitute an original if properly executed.

**5.10. Interpretation.** 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.

**5.11. Authority/Binding Effect - Successors.** By its signature below, each Party represents that it has taken appropriate action through its respective governing body to enter into and execute this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns as allowed herein, as of the Effective Date, even if later executed.

**EXECUTED** by the City and District on the respective dates stated below.

**CITY OF AUBREY, TEXAS (“CITY”)**

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

Chris Rich, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jenny Hicks, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Patricia A. Adams, City Attorney

**CLEAR SKY MUNICIPAL UTILITY DISTRICT  
OF DENTON COUNTY (“DISTRICT”)**

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

Name/Title

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
\_\_\_\_\_, Attorney for District



**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

Approve an Interlocal Agreement between the City of Aubrey and the Ribbonwood Municipal Utility District for solid waste services.

**Staff Contact**

Leanne Wilson, Director of Public Works and Development Services  
lwilson@aubreytx.gov

---

**Summary**

Clayton Boyd, Investment previously entered into a Development Agreement for approximately 90 acres off FM 2931 for the development of approximately 367 single family homes. This development, also known as Ribbonwood, is located in the Aubrey ETJ.

Aubrey consented to the creation of the Municipal Utility District, and one of the limitations included in that consent was a limitation that prohibits the District from collecting, transporting, processing, disposing of and/or controlling industrial, commercial, or residential waste. Aubrey provides solid waste collection and recycling services to its residents pursuant to a Solid Waste Franchise Agreement adopted via ordinance and will extend these services through the Agreement to the Ribbonwood residents.

---

**Financial Summary**

Solid waste rates and fees are established by ordinance.

---

**Staff Recommended Motion**

Approve

**Conditions**

N/A

## **AGREEMENT FOR SOLID WASTE COLLECTION SERVICES**

This Agreement for Solid Waste Services ("Agreement") is made and entered into by and between the Ribbonwood Municipal Utility District No. 1 of Denton County, a conservation and reclamation district and political subdivision of the State of Texas organized and operating pursuant to Article III, Section 52, and Article XVI, Section 59 Texas Constitution, and Chapters 49 and 54, Texas Water Code, acting by and through its governing body, ("District"), and the City of Aubrey, Texas, a home-rule municipality, acting by and through its governing body, ("City"), each individually referred to as a "Party" and collectively as the "Parties." The Effective Date of this Agreement shall be as set forth in Section 4.

**WHEREAS**, the District boundaries encompass approximately 90 acres of land located within Denton County and more specifically described in the Development Agreement (the "Property"); and

**WHEREAS**, the City consented to the creation of the District to be conterminous with the boundaries of the Property, and one of the limitations included in that consent was a limitation that prohibits the District from collecting, transporting, processing, disposing or and/or controlling industrial, commercial, or residential wastes, whether in fluid, solid or composite state; and

**WHEREAS**, the Parties entered into a Development Agreement pursuant to Sections 212.171 and 212.172 of the Texas Local Government Code, pursuant to which the District is receiving various governmental services from City (the "Development Agreement"); and

**WHEREAS**, pursuant to its authority as a municipality, the City provides solid waste collection and recycling services to its residents pursuant to a Solid Waste Franchise Agreement adopted via ordinance (the "Franchise Agreement") with a solid waste provider whose services were solicited after the City complied with all legal requirements of State law (the "Service Provider"); and

**WHEREAS**, District is authorized by State law to provide for or engage third party services for the collection of solid waste within the Property; and

**WHEREAS**, District desires to contract with City to receive Solid Waste Collection Services (hereinafter defined) from City's Service Provider for its residents in accordance with the terms of this Agreement; and

**WHEREAS**, City desires to provide Solid Waste Collection Services for the Property in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, this Agreement is made pursuant to chapter 791 of the Texas



Government Code, which authorizes contracts between municipalities and other political subdivisions of the State of Texas for the performance of governmental functions and services; and

**WHEREAS**, the services provided herein are governmental functions; the compensation provided herein fairly compensates the City for services and functions performed, and all payments hereunder shall be made from current funds legally available to each Party;

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1.**  
**Incorporation of Recitals/Defined Terms.**

The representations, covenants, and recitations set forth in the foregoing Recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.

**Section 2.**  
**Defined Terms**

Except as otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the same meaning as given to such terms in the Development Agreement (defined above.)

**City/Mustang ILA** means the Interlocal Agreement between the City and Mustang for the collection of Solid Waste Fees from District; such collection service is provided as part of the billing process for water and sewer service from Mustang to the District, with the Solid Waste Fees being remitted to the City, as amended from time to time.

**Customer(s)** means all residents and occupants residing and/or owning property within the boundaries of the District who receive or who would be required to receive Solid Waste Collection Services pursuant to the terms of the Franchise Agreement and any orders of the District. All property owners within the boundaries of the District shall be required to receive and pay for Solid Waste Collection Services.

**Mustang** means Mustang Special Utility District of Denton County, Texas, a special utility district operating under authority of Chapters 49 and 65 of the Texas Water Code, as amended, holder of the CCN for water and wastewater for the District, and the entity that directly provides water and wastewater services to District residents.

**Service Provider** means the entity with which City has contracted pursuant to its Franchise Agreement to provide solid waste and recycling collection and other related services to the residents of the City and nonresident customers of the City and with which

the City has an executed Franchise Agreement. The term includes any and all Service Providers with whom the City currently has or with whom the City will enter into a Solid Waste Franchise Agreement in the future.

**Solid Waste and Recycling Franchise Agreement or Franchise Agreement** means an agreement between the City and a Service Provider who provides Solid Waste Collection Services to the citizens and customers of City. The term includes the Solid Waste Franchise Agreement in effect on the Effective Date of this Agreement, as amended from time to time, and includes all new Franchise Agreements approved by City in the future with any Service Provider.

**Solid Waste Collection Services or Collection Services** means the services provided by Service Provider pursuant to the Franchise Agreement for the provision of solid waste, recycling, and related services.

**Solid Waste Fee(s) or Fee** means the fees and charges for Solid Waste Collection Services imposed and collected pursuant to the Franchise Agreement and City Ordinance.

### **Section 3.** **Solid Waste Services**

**3.01. Mandatory Collection Services.** City and District agree that City shall exclusively provide Solid Waste Collection Services to District Customers in accordance with the terms of this Agreement. District agrees to adopt all necessary orders and/or to take all necessary legal and/or administrative actions to require that Solid Waste Collection Services are mandatory for all Customers and that City is the exclusive provider of Solid Waste Collection Services.

**3.02. Billing Services and Solid Waste Fees.** As water/wastewater service provider for District, Mustang bills District residents directly for water and wastewater services pursuant to a monthly bill (the "District Water Bill"). Pursuant to the City/Mustang ILA, Mustang also provides billing services for the collection of Solid Waste Fees from customers of City served by Mustang on a monthly basis. Upon the Effective Date of this Agreement, as part of its performance under the City/Mustang ILA, Mustang has agreed to add Solid Waste Fees to the District Water Bill and to collect and remit to City the Solid Waste Fees collected from Customers (the "Fee Collection Services").

In the event that City/Mustang ILA terminates, within forty-five (45) days of receipt of City's written notice and request for District to provide Fee Collection Services, District shall enter into a written agreement with City to provide for District to provide or cause to be provided the Fee Collection Services, including the billing, collection and remittance of Solid Waste Fees to City. Customers shall be billed directly by Mustang for the Solid Waste Fees on Customer Water Bills, and District agrees to take all necessary legal and/or administrative actions to adopt and impose upon Customers the requirement to

timely pay Solid Waste Fees, whether such fees are billed on a District Water Bill or billed directly by District in accordance with the obligations of District under this section.

#### **Section 4.**

#### **Term and Termination**

**4.01. Term.** The Term of this Agreement shall commence upon the date of last signature of the Parties (the "Effective Date") and shall remain in effect for a period of ten (10) years unless terminated earlier in accordance with the terms of this Agreement (the "Initial Term"). After the expiration of the Initial Term, this Agreement shall automatically renew annually for five (5) additional terms of two (2) years each (the "Renewal Term(s)"). Notwithstanding the foregoing, either Party may terminate this Agreement by providing one (1) year's written notice of its intent to terminate (the "Notice"). Such Notice shall be delivered to no later than October 1 of the then current calendar year with a terminate date to be effective October 1 of the following calendar year.

**4.02. Termination/Default.** Either Party may declare a default hereunder if the other Party fails, refuses, or neglects to comply with any of the terms of this Agreement. If a Party declares a default of this Agreement, this Agreement shall terminate after notice and an opportunity to cure as provided for herein. The Party declaring a default shall notify the other Party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Party shall have thirty (30) days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of thirty (30) days after the receipt of notice, and such performance is diligently continued until the default is cured). Failure of a Party to cure a default shall result in termination.

#### **Section 5.**

#### **Miscellaneous**

**5.01. 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.

**5.02. Amendment.** This Agreement may be amended only by a written agreement signed by District and the City. No course of dealing on the part of the City or District nor any failure or delay by the City or District with respect to exercising any right, power or privilege pursuant to this Agreement will operate to be construed as a waiver thereof.

**5.03. Notice.** Any notice and/or statement required and permitted to be delivered under this Agreement shall be sent by depositing same in the United States Mail, certified, return receipt requested, postage prepaid, or sent by overnight courier, or hand-delivered, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

**IF TO THE CITY:**

City of Aubrey, Texas  
Attn: Charles Kreidler, City Manager  
107 S. Main Street  
Aubrey, Texas 76227  
Kreidler@aubreytx.gov

With a copy to:

Messer & Fort, PLLC  
Attn: Patricia Adams, City Attorney  
6371 Preston Road, Suite 200  
Frisco, Texas 75034  
Patricia@txmunicipallaw.com

**IF TO THE DISTRICT:**

Ribbonwood Municipal Utility District No.  
1 of Denton County  
c/o Coats Rose, P.C.  
Attn: Mindy L. Koehne  
16000 North Dallas Parkway, Suite 350  
Dallas, Texas 75248  
Email: [mkoehne@coatsrose.com](mailto:mkoehne@coatsrose.com)

**5.04. Applicable Law.** This Agreement is made and shall be construed in accordance with the laws of the State of Texas. The Parties agree that Denton County, Texas, is the place of performance of this Agreement. Exclusive venue for any legal proceeding related to this Agreement shall lie in a court of competent jurisdiction in Denton County, Texas.

**5.05. Independent Parties.** The City and the District agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The City understands and agrees that the City, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the District. The District understands and agrees that the District, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the City.

**5.06. No Waiver of Immunity.** The City and the District agree that City and the District do not waive any sovereign or governmental immunity available to either the City or the District under Texas law and do not waive any available defenses under Texas law. Nothing in this Agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the District nor City waives any immunity or defense that would otherwise be available to it against claims by third parties.

**5.07. 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 obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the party claiming the right to 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.

**5.08. Assignment; Third-Party Beneficiaries.** This Agreement may not be assigned by either Party without the other's consent, which consent shall not be unreasonably denied, withheld or conditioned. This Agreement only inures to the benefit of and may only be enforced by the parties. 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.

**5.09. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A facsimile signature will also be deemed to constitute an original if properly executed.

**5.10. Interpretation.** 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.

**5.11. Authority/Binding Effect - Successors.** By its signature below, each Party represents that it has taken appropriate action through its respective governing body to enter into and execute this Agreement. This Agreement shall be binding upon

and inure to the benefit of the parties hereto and their respective successors, and assigns as allowed herein, as of the Effective Date, even if later executed.

**EXECUTED** by the City and District on the respective dates stated below.

**CITY OF AUBREY, TEXAS ("CITY")**

By: \_\_\_\_\_  
Chris Rich, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jenny Hicks, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Patricia A. Adams, City Attorney

**RIBBONWOOD MUNICIPAL UTILITY  
DISTRICT NO. 1 OF DENTON COUNTY  
("DISTRICT")**

By: \_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Mindy Koehne, Attorney for District

## **AGREEMENT FOR SOLID WASTE COLLECTION SERVICES**

This Agreement for Solid Waste Services ("Agreement") is made and entered into by and between the Ribbonwood Municipal Utility District No. 1 of Denton County, a conservation and reclamation district and political subdivision of the State of Texas organized and operating pursuant to Article III, Section 52, and Article XVI, Section 59 Texas Constitution, and Chapters 49 and 54, Texas Water Code, acting by and through its governing body, ("District"), and the City of Aubrey, Texas, a home-rule municipality, acting by and through its governing body, ("City"), each individually referred to as a "Party" and collectively as the "Parties." The Effective Date of this Agreement shall be as set forth in Section 4.

**WHEREAS**, the District boundaries encompass approximately 90 acres of land located within Denton County and more specifically described in the Development Agreement (the "Property"); and

**WHEREAS**, the City consented to the creation of the District to be conterminous with the boundaries of the Property, and one of the limitations included in that consent was a limitation that prohibits the District from collecting, transporting, processing, disposing or and/or controlling industrial, commercial, or residential wastes, whether in fluid, solid or composite state; and

**WHEREAS**, the Parties entered into a Development Agreement pursuant to Sections 212.171 and 212.172 of the Texas Local Government Code, pursuant to which the District is receiving various governmental services from City (the "Development Agreement"); and

**WHEREAS**, pursuant to its authority as a municipality, the City provides solid waste collection and recycling services to its residents pursuant to a Solid Waste Franchise Agreement adopted via ordinance (the "Franchise Agreement") with a solid waste provider whose services were solicited after City complied with all legal requirements, with whom the City has entered into the Franchise Agreement, and whom the City may from time to time in accordance with the requirements of State law change services (the "Service Provider"); and

**WHEREAS**, District is authorized by State law to provide for or engage third party services for the collection of solid waste within the Property; and

**WHEREAS**, District desires to contract with City to receive Solid Waste Collection Services (hereinafter defined) from City's Service Provider for its residents in accordance with the terms of this Agreement; and

**WHEREAS**, City desires to provide Solid Waste Collection Services for the Property in accordance with the terms and conditions set forth in this Agreement; and



**WHEREAS**, this Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between municipalities and other political subdivisions of the State of Texas for the performance of governmental functions and services; and

**WHEREAS**, the services provided herein are governmental functions; the compensation provided herein fairly compensates the City for services and functions performed, and all payments hereunder shall be made from current funds legally available to each Party;

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1.**  
**Incorporation of Recitals/Defined Terms.**

The representations, covenants, and recitations set forth in the foregoing Recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.

**Section 2.**  
**Defined Terms**

Except as otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the same meaning as given to such terms in the Development Agreement (defined above.)

**City/Mustang ILA** means the Interlocal Agreement between the City and Mustang for the collection of Solid Waste Fees from District; such collection service is provided as part of the billing process for water and sewer service from Mustang to the District, with the Solid Waste Fees being remitted to the City, as amended from time to time.

**Customer(s)** means all residents and occupants residing and/or owning property within the boundaries of the District who receive or who would be required to receive Solid Waste Collection Services pursuant to the terms of the Franchise Agreement and any orders of the District. All property owners within the boundaries of the District shall be required to receive and pay for Solid Waste Collection Services.

**Mustang** means Mustang Special Utility District of Denton County, Texas, a special utility district operating under authority of Chapters 49 and 65 of the Texas Water Code, as amended, holder of the CCN for water and wastewater for the District, and the entity that directly provides water and wastewater services to District residents.

**Service Provider** means the entity with which City has contracted pursuant to its Franchise Agreement to provide solid waste and recycling collection and other related services to the residents of the City and nonresident customers of the City and with which the City has an executed Franchise Agreement. The term includes any and all Service Providers with whom the City currently has or with whom the City will enter into a Solid Waste Franchise Agreement in the future.

**Solid Waste and Recycling Franchise Agreement or Franchise Agreement** means an agreement between the City and a Service Provider who provides Solid Waste Collection Services to the citizens and customers of City. The term includes the Solid Waste Franchise Agreement in effect on the Effective Date of this Agreement, as amended from time to time, and includes all new Franchise Agreements approved by City in the future with any Service Provider.

**Solid Waste Collection Services or Collection Services** means the services provided by Service Provider pursuant to the Franchise Agreement for the provision of solid waste, recycling, and related services.

**Solid Waste Fee(s) or Fee** means the fees and charges for Solid Waste Collection Services imposed and collected pursuant to the Franchise Agreement and City Ordinance.

### **Section 3.** **Solid Waste Services**

**3.01. Mandatory Collection Services.** City and District agree that City shall exclusively provide Solid Waste Collection Services to District Customers in accordance with the terms of this Agreement. District agrees to adopt all necessary orders and/or to take all necessary legal and/or administrative actions to require that Solid Waste Collection Services are mandatory for all Customers and that City is the exclusive provider of Solid Waste Collection Services.

**3.02. Billing Services and Solid Waste Fees.** As water/wastewater service provider for District, Mustang bills District residents directly for water and wastewater services pursuant to a monthly bill (the “District Water Bill”). Pursuant to the City/Mustang ILA, Mustang also provides billing services for the collection of Solid Waste Fees from customers of City served by Mustang on a monthly basis. Upon the Effective Date of this Agreement, as part of its performance under the City/Mustang ILA, Mustang has agreed to add Solid Waste Fees to the District Water Bill and to collect and remit to City the Solid Waste Fees collected from Customers (the “Fee Collection Services”).

In the event that City/Mustang ILA terminates, within forty-five (45) days of receipt of City’s written notice and request for District to provide Fee Collection Services, District shall enter into a written agreement with City to provide for District to provide or cause to be provided the Fee Collection Services, including the billing, collection and remittance

of Solid Waste Fees to City. Customers shall be billed directly by Mustang for the Solid Waste Fees on Customer Water Bills, and District agrees to take all necessary legal and/or administrative actions to adopt and impose upon Customers the requirement to timely pay Solid Waste Fees, whether such fees are billed on a District Water Bill or billed directly by District in accordance with the obligations of District under this section.

#### **Section 4.** **Term and Termination**

**4.01. Term.** The Term of this Agreement shall commence upon the date of last signature of the Parties (the “Effective Date”) and shall remain in effect for a period of ten (10) years unless terminated earlier in accordance with the terms of this Agreement (the “Initial Term”). After the expiration of the Initial Term, this Agreement shall automatically renew annually for five (5) additional terms of two (2) years each (the “Renewal Term(s)”). Notwithstanding the foregoing, either Party may terminate this Agreement by providing one (1) year’s written notice of its intent to terminate (the “Notice”). Such Notice shall be delivered to no later than October 1 of the then current calendar year with a terminate date to be effective October 1 of the following calendar year.

**4.02. Termination/Default.** Either Party may declare a default hereunder if the other Party fails, refuses, or neglects to comply with any of the terms of this Agreement. If a Party declares a default of this Agreement, this Agreement shall terminate after notice and an opportunity to cure as provided for herein. The Party declaring a default shall notify the other Party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Party shall have thirty (30) days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of thirty (30) days after the receipt of notice, and such performance is diligently continued until the default is cured). Failure of a Party to cure a default shall result in termination.

#### **Section 5.** **Miscellaneous**

**5.01. 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.

**5.02. Amendment.** This Agreement may be amended only by a written agreement signed by District and the City. No course of dealing on the part of the City or District nor

any failure or delay by the City or District with respect to exercising any right, power or privilege pursuant to this Agreement will operate to be construed as a waiver thereof.

**5.03. Notice.** Any notice and/or statement required and permitted to be delivered under this Agreement shall be sent by depositing same in the United States Mail, certified, return receipt requested, postage prepaid, or sent by overnight courier, or hand-delivered, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

**IF TO THE CITY:**

City of Aubrey, Texas  
Attn: Charles Kreidler, City Manager  
107 S. Main Street  
Aubrey, Texas 76227  
Kreidler@aubreytx.gov

With a copy to:

Messer & Fort, PLLC  
Attn: Patricia Adams, City Attorney  
6371 Preston Road, Suite 200  
Frisco, Texas 75034  
Patricia@txmunicipallaw.com

**IF TO THE DISTRICT:**

Ribbonwood Municipal Utility District No.  
1 of Denton County  
c/o Coats Rose, P.C.  
Attn: Mindy L. Koehne  
16000 North Dallas Parkway, Suite 350  
Dallas, Texas 75248  
Email: [mkoehne@coatsrose.com](mailto:mkoehne@coatsrose.com)

**5.04. Applicable Law.** This Agreement is made and shall be construed in accordance with the laws of the State of Texas. The Parties agree that Denton County, Texas, is the place of performance of this Agreement. Exclusive venue for any legal proceeding related to this Agreement shall lie in a court of competent jurisdiction in Denton County, Texas.

**5.05. Independent Parties.** The City and the District agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The City understands and agrees that the City, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the District. The District understands and agrees that

the District, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the City.

**5.06. No Waiver of Immunity.** The City and the District agree that City and the District do not waive any sovereign or governmental immunity available to either the City or the District under Texas law and do not waive any available defenses under Texas law. Nothing in this Agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the District nor City waives any immunity or defense that would otherwise be available to it against claims by third parties.

**5.07. 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 obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the party claiming the right to 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.

**5.08. Assignment; Third-Party Beneficiaries.** This Agreement may not be assigned by either Party without the other's consent, which consent shall not be unreasonably denied, withheld or conditioned. This Agreement only inures to the benefit of and may only be enforced by the parties. 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.

**5.09. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A facsimile signature will also be deemed to constitute an original if properly executed.

**5.10. Interpretation.** 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.

**5.11. Authority/Binding Effect - Successors.** By its signature below, each Party represents that it has taken appropriate action through its respective governing body to enter into and execute this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns as allowed herein, as of the Effective Date, even if later executed.

**EXECUTED** by the City and District on the respective dates stated below.

**CITY OF AUBREY, TEXAS (“CITY”)**

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

Chris Rich, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jenny Hicks, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Patricia A. Adams, City Attorney

**RIBBONWOOD MUNICIPAL UTILITY  
DISTRICT NO. 1 OF DENTON COUNTY  
 (“DISTRICT”)**

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

Name/Title

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Mindy Koehne, Attorney for District



**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

Consideration and action for site plan approval for Shop at High Meadows, Lot 4R1, Block A of the Garland Wilson Addition, located at the southwest corner of the intersection of E. Highmeadow Drive and Betty Lane, City of Aubrey, Denton County, Texas. (CLR Realty Group, LLC)

**Staff Contact**

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

---

**Summary**

Per Aubrey's zoning ordinance (Chapter 14) Section 5Q2(a) prior to receipt of a building permit, properties greater than one (1) acre or within 200 ft of single-family platted development shall have their site plans reviewed by the Planning and Zoning Commission and City Council. The applicant has provided a complete application.

Drainage is a significant issue in this general vicinity. The property to the west and properties south have drainage issues and do not appear to be connected to the City's drainage network. Without the needed public improvements to drainage, the applicant is having a very difficult time proposing drainage solutions that do not add to the problem. Staff has been convinced that public improvements are necessary.

Lot 4R1 Block A is a 1.121 acre (48,824 sf) lot proposed for shopping center uses. The proposed site plan has a lot coverage of 81.3 % impervious surfaces and 18.7% of pervious area. Two proposed one-story buildings will cover 12,257 square feet, will have a lot coverage of 25.10%, and provide 27 parking spaces for retail use and 21 parking spaces for restaurant use, for a total of 47 required parking spaces, two of which will be ADA compliant.

The property will need to be replatted to dedicate the proposed fire lane, drainage, and franchise utility easements as shown on the site plan.

The city engineer has reviewed the proposed construction plans and has a number of minor technical review comments that need to be addressed. (i.e. the compaction method of the pond, offsite grading, crosswalk on north side to provide path for pedestrians, storm sewer pipe hydraulics, etc.) Landscaping: Note that the one large tree on the property will not be saved. The proposed landscaping plan does not wholly comply with zoning requirements. A 10 ft water easement is located on the south side of the lot and the applicant has not provided the 2 large canopy trees, 4 understory trees, and 14 shrubs required for this buffer area.

The applicant has provided more than the required trees, shrubs, and groundcover for the remainder buffers areas on site.

---

| Zone                           | Buffer yards for plan:                    | min width (ft) | # canopy trees | # under-story trees | # shrubs | Fence / Berm? |
|--------------------------------|-------------------------------------------|----------------|----------------|---------------------|----------|---------------|
| E                              | north side along Highmeadow               | 10             |                |                     |          |               |
|                                | required                                  | 10             | 2.245          | 4.49                | 17.96    | Berm          |
|                                | provided                                  | 10             | 7              | 0                   | 50       | Berm          |
| E                              | east side along Highmeadow                | 10             |                |                     |          |               |
|                                | required                                  | 10             | 2.0            | 4.1                 | 16.3     | Berm          |
|                                | provided                                  | 10             | 11.0           | 0.0                 | 50.0     | Berm          |
| A                              | south side adjacent to Denton County      | 5              |                |                     |          |               |
|                                | required                                  | 5              | 2.3            | 4.5                 | 18.0     | neither       |
| OR...                          | If providing greater width                |                | 1.8            | 3.6                 | 14.4     | neither       |
|                                | provided                                  | 10             | 0.0            | 0.0                 | 0.0      | neither       |
| A                              | west side adjacent to undeveloped/SC zone | 5              |                |                     |          |               |
|                                | required                                  | 5              | 2.2            | 4.4                 | 17.4     | neither       |
|                                | If providing greater width                |                | 1.7            | 3.5                 | 14.0     | neither       |
|                                | provided                                  | 10             | 5.0            | 0.0                 | 34       | neither       |
| TOTAL required                 |                                           |                | 8.3            | 16.5                | 66.2     |               |
| TOTAL provided in buffer areas |                                           |                | 23             | 0                   | 134      |               |
| TOTAL PROVIDED FOR PROJECT     |                                           |                | 31             | 7                   | 213      |               |

Per Chapter 14, Section 23.F.4 the Planning and Zoning Commission can recommend modification to site plans inconsistent with the landscaping requirements:

(4) Variances. In conjunction with site plan approval, a variance to the provisions of this subsection may be allowed by the City Council, with a recommendation to grant such variance from the Planning and Zoning Commission, unless otherwise specified herein. The applicant shall prove that the variance from the regulations herein is warranted under the circumstances presented. A variance may be granted if the Planning and Zoning Commission and/or City Council finds that:

- Unique circumstances exist on the property that make application of specific items in this section unduly burdensome on the applicant;
- The variance will have no adverse impact on current or future development;
- The variance is in keeping with the spirit of the zoning regulations, and will have a minimal impact, if any, on the surrounding land uses;
- The variance will have no adverse impact on the public health, safety and general welfare.

A financial hardship shall not be considered a basis for the granting of a variance.

---

## Financial Summary

---

### Staff Recommended Motion

Approve with Conditions



**Conditions**

Staff recommends conditional approval of the site plan. Proposed conditions follow.

1. Per Chapter 10, Subdivision Ordinance, Article 1, Section 11, Proportionality, City Council approval of expenditure of funds for public drainage improvements along E. Highmeadow Dr to address current drainage issues in the area.
2. Per Chapter 10, Subdivision Ordinance, Article 1, Section 11, Proportionality, and Article 2, Section 1.01.c., the owner shall pay their share for any drainage upside needed to the existing drainage that comes from the proposed development for Shops at High Meadows.
3. Per Chapter 10, Subdivision Ordinance, Article 1, Section 4 & 11, Owner / applicant to address the comments of the City Engineer's review of the civil plans.
4. Agreement on allowed modifications for landscaping. (Per Chapter 14, Section 23.F.4.items a, b, c, & d)
  1. Staff does not encourage the planting of large canopy trees within a water utility easement.



*Case Report –Site Plan for Shops at High Meadows  
Planning and Zoning Commission – June 13, 2024  
City Council – June 27, 2024*

To: Mayor, City Council, Planning and Zoning Commission  
From: Cate Ball, AICP, PE  
Request: Site Plan approval for Lot 4R1 Block A Garland Wilson Addition

---

Owner: CLR Realty Group, LLC

Engineer: Bear Land Company (Jared Helmberger, PE)

Application

Date: January 1, 2024

Location: Southwest corner of the intersection of E. Highmeadow Dr and Betty Lane. (east of US 377)

Zoning: Shopping Center, Zone “SC”

Current Use: Undeveloped land. Proposed use is retail and restaurant.

Analysis: Per Aubrey’s zoning ordinance (Chapter 14) Section 5Q2(a) prior to receipt of a building permit, properties greater than one (1) acre or within 200 ft of single-family platted development shall have their site plans reviewed by the Planning and Zoning Commission and City Council. The applicant has provided a complete application.

Drainage is a significant issue in this general vicinity. The property to the west and properties south have drainage issues and do not appear to be connected to the City’s drainage network. Without the needed public improvements to drainage, the applicant is having a very difficult time proposing drainage solutions that do not add to the problem. Staff has been convinced that public improvements are necessary.

Lot 4R1 Block A is a 1.121 acre (48,824 sf) lot proposed for shopping center uses. The proposed site plan has a lot coverage of 81.3 % impervious surfaces and 18.7% of pervious area. Two proposed one-story buildings will cover 12,257 square feet, will have a lot coverage of 25.10%, and provide 27 parking spaces for retail use and 21 parking spaces for restaurant use, for a total of 47 required parking spaces, two of which will be ADA compliant.

The property will need to be replatted to dedicate the proposed fire lane, drainage, and franchise utility easements as shown on the site plan.

The city engineer has reviewed the proposed construction plans and has a number of minor technical review comments that need to be addressed. (i.e. the compaction method of the pond, offsite grading, crosswalk on north side to provide path for pedestrians, storm sewer pipe hydraulics, etc.)

Landscaping:

Note that the one large tree on the property will not be saved.

The proposed landscaping plan does not wholly comply with zoning requirements. A 10 ft water easement is located on the south side of the lot and the applicant has not provided the 2 large canopy trees, 4 understory trees, and 14 shrubs required for this buffer area.

The applicant has provided more than the required trees, shrubs, and groundcover for the

remainder buffers areas on site.

| Zone                           | Buffer yards for plan:                    | min width (ft) | # canopy trees | # under-story trees | # shrubs | Fence / Berm? |
|--------------------------------|-------------------------------------------|----------------|----------------|---------------------|----------|---------------|
| E                              | north side along Highmeadow               | 10             |                |                     |          |               |
|                                | required                                  | 10             | 2.245          | 4.49                | 17.96    | Berm          |
|                                | provided                                  | 10             | 7              | 0                   | 50       | Berm          |
| E                              | east side along Highmeadow                | 10             |                |                     |          |               |
|                                | required                                  | 10             | 2.0            | 4.1                 | 16.3     | Berm          |
|                                | provided                                  | 10             | 11.0           | 0.0                 | 50.0     | Berm          |
| A                              | south side adjacent to Denton County      | 5              |                |                     |          |               |
|                                | required                                  | 5              | 2.3            | 4.5                 | 18.0     | neither       |
| OR...                          | If providing greater width                |                | 1.8            | 3.6                 | 14.4     | neither       |
|                                | provided                                  | 10             | 0.0            | 0.0                 | 0.0      | neither       |
| A                              | west side adjacent to undeveloped/SC zone | 5              |                |                     |          |               |
|                                | required                                  | 5              | 2.2            | 4.4                 | 17.4     | neither       |
|                                | If providing greater width                |                | 1.7            | 3.5                 | 14.0     | neither       |
|                                | provided                                  | 10             | 5.0            | 0.0                 | 34       | neither       |
| TOTAL required                 |                                           |                | 8.3            | 16.5                | 66.2     |               |
| TOTAL provided in buffer areas |                                           |                | 23             | 0                   | 134      |               |
| TOTAL PROVIDED FOR PROJECT     |                                           |                | 31             | 7                   | 213      |               |

Per Chapter 14, Section 23.F.4 the Planning and Zoning Commission can recommend modification to site plans inconsistent with the landscaping requirements:

(4) Variances. In conjunction with site plan approval, a variance to the provisions of this subsection may be allowed by the City Council, with a recommendation to grant such variance from the Planning and Zoning Commission, unless otherwise specified herein. The applicant shall prove that the variance from the regulations herein is warranted under the circumstances presented. A variance may be granted if the Planning and Zoning Commission and/or City Council finds that:

- (a) Unique circumstances exist on the property that make application of specific items in this section unduly burdensome on the applicant;
- (b) The variance will have no adverse impact on current or future development;
- (c) The variance is in keeping with the spirit of the zoning regulations, and will have a minimal impact, if any, on the surrounding land uses;
- (d) The variance will have no adverse impact on the public health, safety and general welfare.

A financial hardship shall not be considered a basis for the granting of a variance.

Per Chpt 20, Article 2 Section 1.05(g): City Council shall review each nonresidential site plan and shall:

- a) approve the site plan,
- b) approve the site plan subject to certain conditions, or
- c) deny the site plan.

Recommendation:

Staff recommends conditional approval of the site plan. Proposed conditions follow.

1. Per Chapter 10, Subdivision Ordinance, Article 1, Section 11, Proportionality, City Council approval of expenditure of funds for public drainage improvements along E. Highmeadow Dr to address current drainage issues in the area.
2. Per Chapter 10, Subdivision Ordinance, Article 1, Section 11, Proportionality, and Article 2, Section 1.01.c., the owner shall pay their share for any drainage upsize needed to the existing drainage that comes from the proposed development for Shops at Highmeadows.
3. Per Chapter 10, Subdivision Ordinance, Article 1, Section 4 & 11, Owner / applicant to address the comments of the City Engineer's review of the civil plans.
4. Agreement on allowed modifications for landscaping. (Per Chapter 14, Section 23.F.4.items a, b, c & d)

Planning and Zoning Commission Action:

The Planning and Zoning Commission met on June 13, 2024 and concurred with staff that Chapter 14, Section 23.F.4 items a, b, c & d allowed for accepting the landscaping modifications, and unanimously voted (5:0) to recommend conditional approval of the site plan as recommended by staff.

Attachments:

- 1 General Denton CAD Location Map
- 2 Zoning Map
- 3 South Site Plan - Civil and Landscape Drawings
- 4 Engineer comments

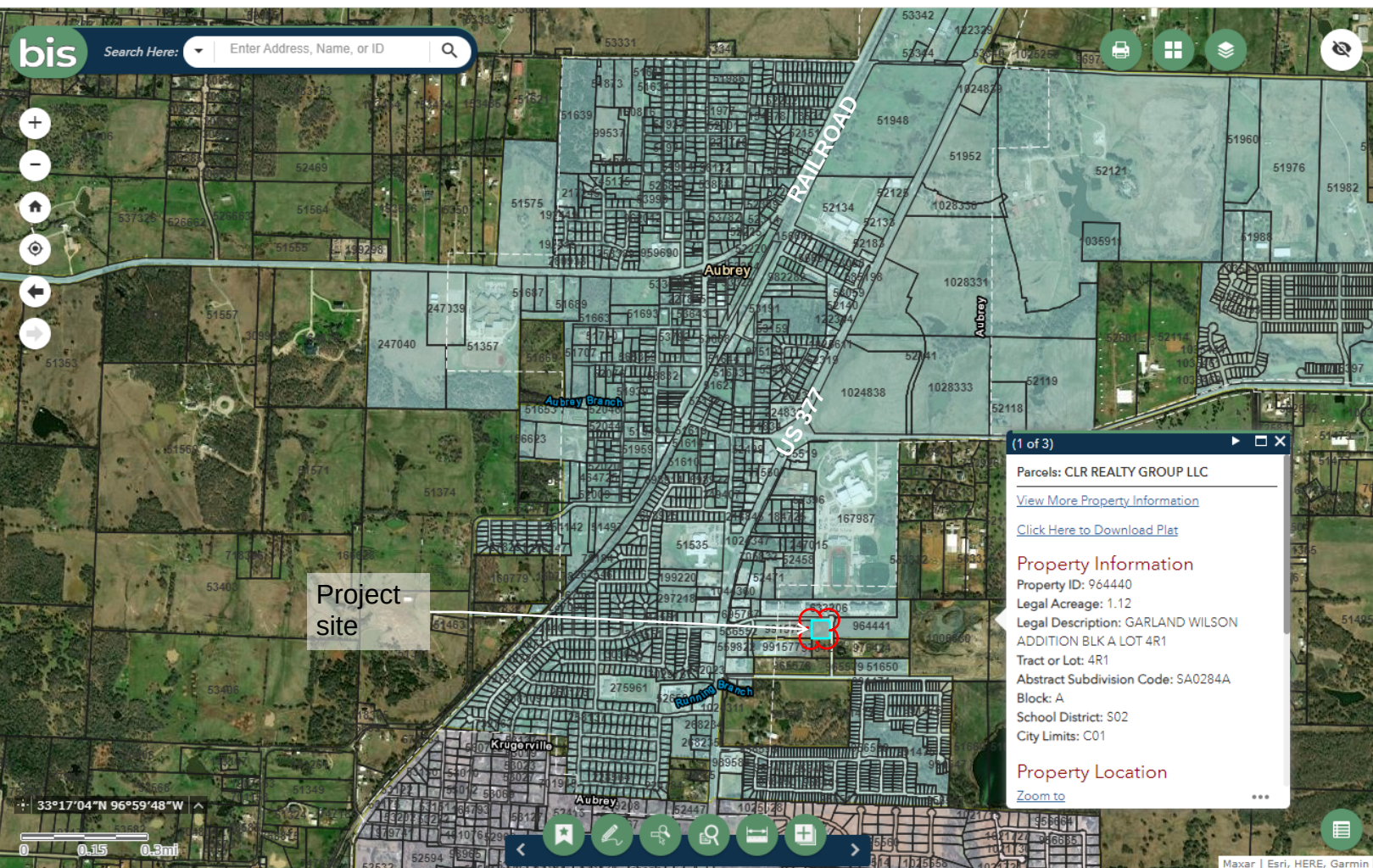
G. NONRESIDENTIAL LANDSCAPE REQUIREMENTS.

(1) Purpose. The purpose of the landscaping requirements is to provide for the orderly and aesthetic development of the City. It is the intent of these requirements to:

- (a) [Provide] a balance between the need for landscape treatments and the need for commercial growth in the City.
  - (b) Promote a flexible attitude of enforcement sufficient to meet the spirit and intent of these requirements.
  - (c) Promote mutually beneficial improvements by utilizing incentives rather than penalties.
  - (d) To aid in stabilizing the environmental balance by contributing to the processes of air purification, oxygen regeneration, groundwater recharge, stormwater runoff retardation and erosion control.
  - (e) Provide for the separation and buffering of incongruous uses and intensity of activities and provide for the visual softening of building masses.
  - (f) Reduce glare from paved surfaces, dust nuisances and the impact of noise.
  - (g) Protect and promote the value of residential and commercial properties within the City.
  - (h) Promote a positive image for the attraction of new business enterprises within the City.
- and
- (i) Encourage the protection of healthy trees and vegetation and promote the natural ecological, environmental and aesthetic qualities of the City.

(2) Landscaping Required. The requirements of this Section shall apply to all new nonresidential and multifamily construction. Buildings in existence on the effective date of this ordinance shall be considered legally nonconforming. Any new construction that exceeds 5,000 square feet, or more than a 30 percent expansion of an existing building, shall be required to meet the requirements herein. Pad site developments or ground lease developments shall be required to provide landscaping in accordance with the landscaping requirements herein. Landscaping requirements include detention pond landscaping and parking lot landscaping. Each requirement is in addition to the others.









LEGEND



DRAW



MEASURE



BUFFER



PRINT



ADDRESS  
MAPPING



PARCEL  
SUMMARY



Search

5700 US-377, Aubrey, TX 76227, USA

(Auto-generated from Google Maps)

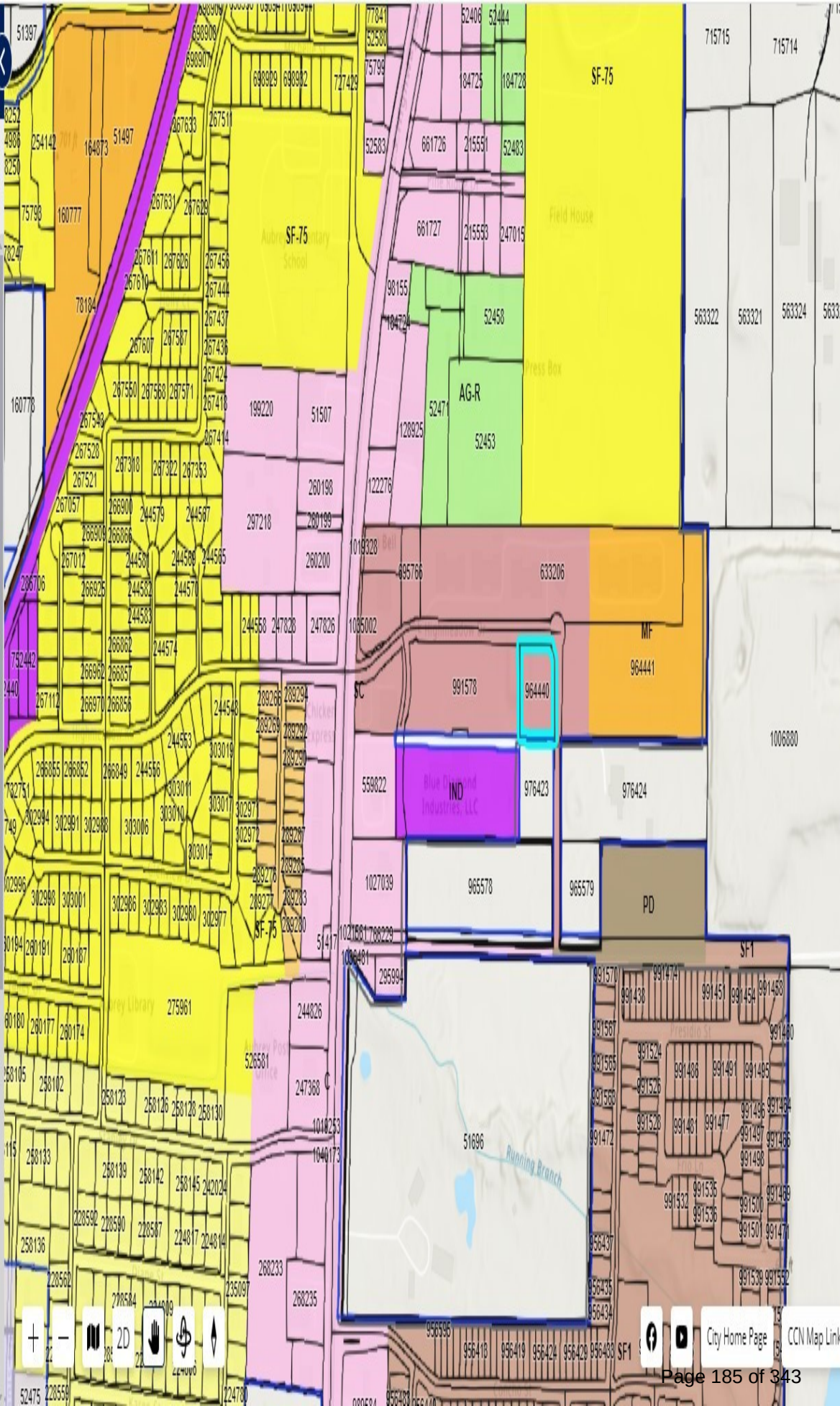
Parcel ID: 964440



District Summary

|                    |                              |
|--------------------|------------------------------|
| Zoning Information | SC                           |
| Zoning Hyperlinks  | Shopping Center              |
|                    | Allowed Uses                 |
|                    | District Regulation          |
|                    | Design Standards             |
|                    | Buffer Yard Summary          |
|                    | General Information          |
|                    | Subdivision Design Standards |

Parcel Summary



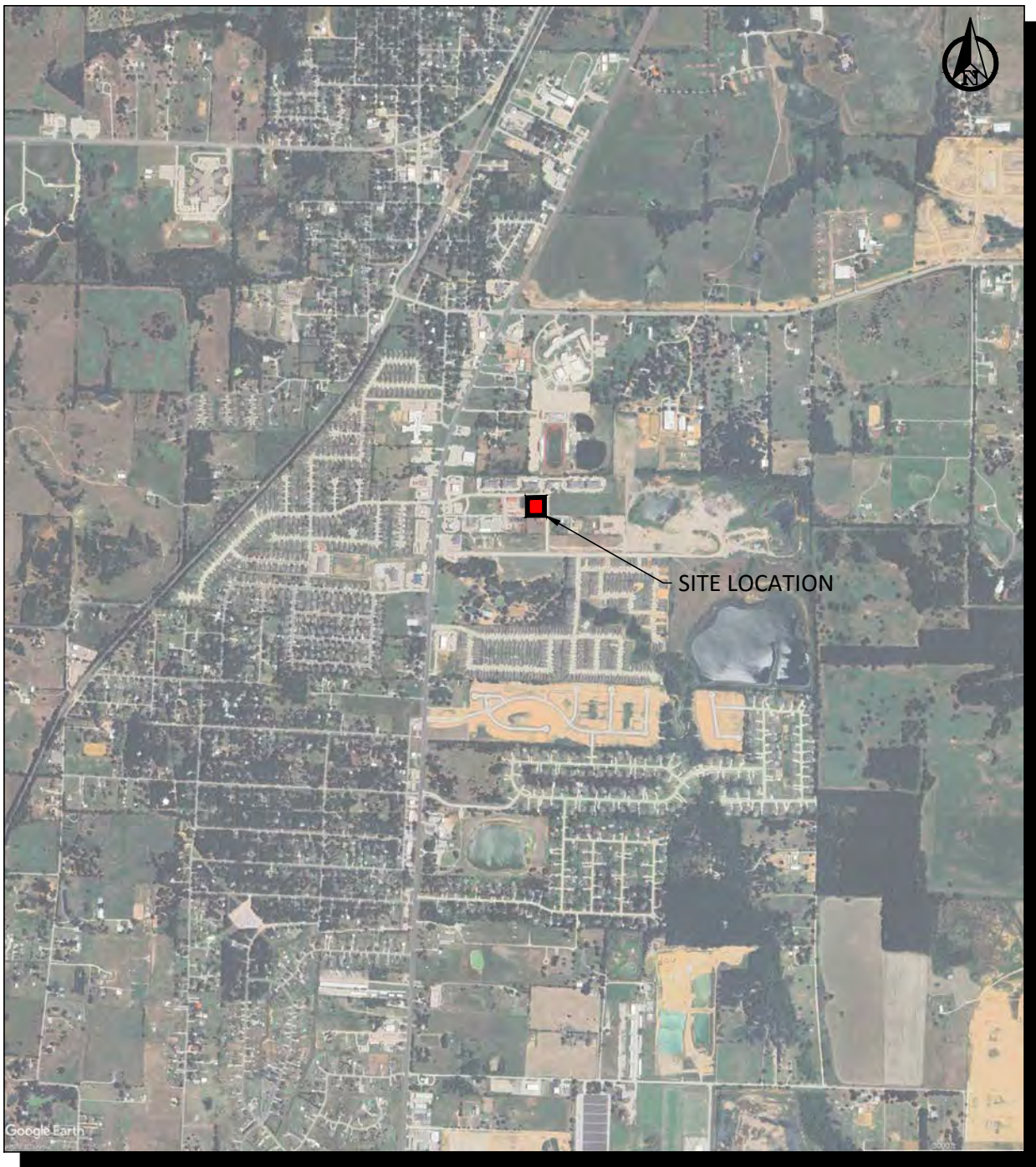


PRIVATE CIVIL CONSTRUCTION PLANS  
FOR  
**SHOP AT HIGH MEADOWS**  
AUBREY, TX  
STONEBRIDGE PARCEL 903  
LOT 11R, BLOCK A

SUBMITTAL LOG:

|                         |            |
|-------------------------|------------|
| 70% PLANS               | 12-04-2023 |
| 1st SITE PLAN SUBMITTAL | 12-13-2023 |
| 2nd SITE PLAN SUBMITTAL | 01-31-2024 |
| 3rd SITE PLAN SUBMITTAL | 04-02-2024 |
| 4th SITE PLAN SUBMITTAL | 05-15-2024 |
| 5th SITE PLAN SUBMITTAL | 05-28-2024 |

CITY OF AUBREY  
DENTON COUNTY, TEXAS



**ENGINEER**  
BEAR LAND COMPANY  
McKINNEY, TX 75069  
TBPE FIRM #F-22218

**OWNER**  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

**ARCHITECT**  
JAW ARCHITECTS, INC.  
6115 CAMP BOWIE BLVD.,  
SUITE 200  
FORT WORTH, TX 76116

**LANDSCAPE ARCHITECT**  
LAND DESIGN, INC.  
5301 ALPHA RD., #24,  
DALLAS, TX 75240

CIVIL SHEET INDEX:

|       |                                         |
|-------|-----------------------------------------|
| C0.00 | COVER SHEET                             |
| -     | FINAL PLAT                              |
| C0.01 | GENERAL NOTES                           |
| C0.02 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| C1.00 | SITE AND DIMENSION CONTROL PLAN         |
| C1.01 | PAVING PLAN                             |
| C1.02 | EMERGENCY AND ACCESSIBLE ACCESS PLAN    |
| C2.00 | GRADING PLAN                            |
| C2.01 | EXISTING DRAINAGE AREA MAP              |
| C2.02 | PROPOSED DRAINAGE AREA MAP              |
| C2.03 | DRAINAGE PLAN                           |
| C2.02 | PROPOSED DRAINAGE AREA MAP              |
| C2.03 | DRAINAGE PLAN                           |
| C3.00 | UTILITY PLAN                            |
| C3.01 | SANITARY SEWER PROFILES                 |
| C4.00 | EROSION CONTROL PLAN                    |
| C5.00 | CONSTRUCTION DETAILS                    |
| C5.01 | CONSTRUCTION DETAILS                    |
| C5.02 | CONSTRUCTION DETAILS                    |
| C5.03 | CONSTRUCTION DETAILS                    |
| C5.04 | CONSTRUCTION DETAILS                    |
| C5.05 | CONSTRUCTION DETAILS                    |
| C5.06 | CONSTRUCTION DETAILS                    |
| L1.01 | LANDSCAPE PLAN                          |
| L1.02 | LANDSCAPE DETAIL                        |

MAY 28, 2024



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



05-28-2024

REVISION(S):

DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

**COVER SHEET**

SHEET NUMBER:

**C0.00**

BEAR LAND COMPANY







GENERAL:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARD DETAILS AND SPECIFICATIONS, CONSTRUCTION PLANS INCLUDED IN THIS PLAN SET, THE FINAL GEOTECHNICAL REPORT AND ALL ISSUED ADDENDA, AND COMMONLY ACCEPTED CONSTRUCTION STANDARDS. THE CITY SPECIFICATIONS SHALL GOVERN WHERE OTHER SPECIFICATIONS DO NOT EXIST.
2. IN INSTANCES WHERE THE GOVERNING MUNICIPALITY STANDARDS OR NOTES CONFLICT WITH THESE PLANS, THE MOST RESTRICTIVE STANDARDS SHALL APPLY.
3. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIAL AND LABOR TO CONSTRUCT THE DEVELOPMENT AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS AND GENERAL NOTES.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE PRIOR TO BIDDING TO DETERMINE EXISTING CONDITIONS.
5. THE EXISTING CONDITIONS SHOWN ON THESE PLANS WERE PROVIDED BY THE TOPOGRAPHIC SURVEY PREPARED BY THE PROJECT SURVEYOR. THE CONTRACTOR SHALL REFERENCE THE SAME BENCHMARKS AS THE PROJECT SURVEYOR.
6. THE CONTRACTOR SHALL REVIEW AND VERIFY THE EXISTING FIELD CONDITIONS SHOWN ON THESE PLANS REPRESENT THE EXISTING FIELD CONDITIONS ON-SITE, PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES FOUND TO THE OWNER AND ENGINEER IMMEDIATELY.
7. CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SURVEYING AND STAKING.
8. THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL CONTROL, PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF PROPOSED IMPROVEMENTS. PROPERTY LINES AND CORNERS SHALL BE HELD AS THE HORIZONTAL CONTROL. BENCHMARKS PROVIDED FROM THE PROJECT SURVEYOR SHALL BE HELD AS THE VERTICAL CONTROL.
10. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS, ELEVATIONS, AND FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT, OWNER, DEVELOPER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ARCHITECT, ENGINEER, OWNER, AND IF APPLICABLE THE CITY. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE ARCHITECT, ENGINEER, AND OWNER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE ITEM IN QUESTION.
11. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. ARCHITECT, ENGINEER, AND OWNER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA, BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION, SO THE UTILITY COMPANIES CAN LOCATE ANY EXISTING FACILITIES.
13. CONTRACTOR SHALL LOCATE TEXAS 811 AN ADEQUATE AMOUNT OF TIME PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
14. CONTRACTOR SHALL USE EXTREME CAUTION AS THE SITE CONTAINS VARIOUS KNOWN AND UNKNOWN PUBLIC AND PRIVATE UTILITIES.
15. THE LOCATIONS, ELEVATIONS, DEPTHS, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE UTILITY COMPANY RECORDS AND PLANS. THEY ARE CONSIDERED APPROXIMATE AND INCOMPLETE. IT SHALL BE THE CONTRACTORS' RESPONSIBILITY TO VERIFY THE PRESENCE, LOCATION, ELEVATION, DEPTH, AND DIMENSION OF EXISTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES.
16. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY ADJUSTMENTS AND RELOCATIONS OF EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS. CONTRACTOR SHALL ARRANGE FOR OR PROVIDE, AT ITS EXPENSE, ALL GAS, TELECOMMUNICATIONS, CABLE, OVERHEAD AND UNDERGROUND POWER LINE, AND UTILITY POLE ADJUSTMENTS NEEDED.
18. CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION OF FRANCHISE UTILITIES THAT ARE NECESSARY FOR ON-SITE AND OFF-SITE CONSTRUCTION, AND SERVICE TO THE PROPOSED DEVELOPMENT.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES DUE TO THE CONTRACTORS' FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES.
21. CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND UTILITY LINES. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, FEDERAL AND UTILITY OWNER REGULATIONS PERTAINING TO WORK SITES FROM UTILITY LINES.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS, APPROVALS, AND BONDS PRIOR TO CONSTRUCTION.
23. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, GEOTECHNICAL REPORT AND ADDENDA, PROJECT AND CITY SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.
25. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES, AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO USE OF THE FACILITY AND THE FINAL CONNECTION OF SERVICES.
26. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
27. CONTRACTOR'S BID PRICE SHALL INCLUDE ALL INSPECTION FEES.
28. ALL SYMBOLS SHOWN ON THESE PLANS (E.G. FIRE HYDRANT, METERS, VALVES, INLETS, ETC....) ARE FOR PRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE.
29. THE SCOPE OF WORK FOR THE CIVIL IMPROVEMENTS SHOWN ON THESE PLANS TERMINATES 5- FEET FROM THE BUILDING. REFERENCE THE BUILDING PLANS (E.G. ARCHITECTURAL, STRUCTURAL, MEP) FOR AREAS WITHIN 5- FEET OF THE BUILDING AND WITHIN THE BUILDING FOOTPRINT.
30. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ALL FINAL BUILDING DIMENSIONS.
33. CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS TESTING AND CERTIFICATION, UNLESS SPECIFIED OTHERWISE BY OWNER. ALL MATERIALS TESTING SHALL BE COORDINATING WITH THE APPROPRIATE CITY INSPECTOR AND COMPLY WITH CITY STANDARD SPECIFICATIONS AND GEOTECHNICAL REPORT. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING MATERIALS. OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR MATERIALS TESTING.
34. ALL COPIES OF MATERIALS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY.
35. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE MATERIALS, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.
37. ALL CONTRACTORS MUST CONFINE THEIR ACTIVITIES TO THE WORK AREA. NO ENCROACHMENTS OUTSIDE OF THE WORK AREA WILL BE ALLOWED. ANY DAMAGE RESULTING FROM THE CONTRACTORS' SOLE NEGLIGENCE SHALL BE REPAIRED BY THE CONTRACTOR.
39. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY OR PUBLIC IMPROVEMENTS TO ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER.
40. ALL AREAS IN EXISTING RIGHT-OF-WAY DISTURBED BY SITE CONSTRUCTION SHALL BE REPAIRED TO ORIGINAL CONDITION OR BETTER, INCLUDING AS NECESSARY GRADING, LANDSCAPING, CULVERTS, AND PAVEMENT.
41. THE CONTRACTOR SHALL SALVAGE ALL EXISTING ITEMS THAT ARE TO BE RELOCATED DURING CONSTRUCTION.
42. CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION, INCLUDING MAINTAINING EXISTING DITCHES OR CULVERTS FREE OF OBSTRUCTIONS AND DEBRIS AT ALL TIMES.
43. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THAT STATE, TO THE CITY PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND FEDERAL REQUIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO OPEN TRENCHES SHALL BE ALLOWED OVERNIGHT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY.
44. THE CONTRACTOR SHALL KEEP TRENCHES FREE FROM WATER.
45. SITE SAFETY IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
46. THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE ENGINEER'S SHERL HEALON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF ALL REQUIRED SAFETY PROCEDURES AND PROGRAMS.
47. SIGNS RELATED TO SITE OPERATION OR SAFETY ARE NOT INCLUDED IN THESE PLANS.
48. CONTRACTOR OFFICE AND STAGING AREA SHALL BE AGREED ON BY THE OWNER AND CONTRACTOR PRIOR TO BEGINNING OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITTING REQUIREMENTS FOR THE CONSTRUCTION OFFICE, TRAILER, STORAGE, AND STAGING OPERATIONS AND LOCATIONS.
50. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE GOVERNING MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
51. TOP RIM ELEVATIONS OF ALL EXISTING AND PROPOSED MANHOLES SHALL BE COORDINATED WITH TOP OF PAVEMENT OR FINISHED GRADE AND SHALL BE ADJUSTED TO BE FLUSH WITH THE ACTUAL FINISHED GRADE AT THE TIME OF PAVING.
52. CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED VALVES, FIRE HYDRANTS, AND OTHER UTILITY APPURTENANCES TO MATCH ACTUAL FINISHED GRADES AT THE TIME OF PAVING.
53. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SEQUENCING AND PHASING, AND SHALL CONTACT THE APPROPRIATE CITY OFFICIALS, INCLUDING BUILDING OFFICIAL, ENGINEERING INSPECTOR, AND FIRE MARSHALL TO LEARN OF ANY REQUIREMENTS.
54. CONTRACTOR IS RESPONSIBLE FOR PREPARATION, SUBMITTAL, IMPLEMENTATION AND APPROVAL BY THE CITY OF A TRAFFIC CONTROL PLAN PRIOR TO THE START OF CONSTRUCTION.
55. CONTRACTOR SHALL KEEP A NEAT AND ACCURATE RECORD OF CONSTRUCTION, INCLUDING ANY DEVIATIONS OR VARIANCES FROM THE PLANS.
56. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT PLANS TO THE ENGINEER AND CITY IDENTIFYING ALL DEVIATIONS AND VARIATIONS FROM THESE PLANS MADE DURING CONSTRUCTION.

EROSION CONTROL:

1. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL EROSION CONTROL AND WATER QUALITY REQUIREMENTS, LAWS, AND ORDINANCES THAT APPLY TO THE CONSTRUCTION SITE (LAND DISTURBANCE).
3. EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE.
4. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT.
5. CONTRACTOR IS SOLELY RESPONSIBLE FOR INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL EROSION CONTROL DEVICES, BEST MANAGEMENT PRACTICES (BMPs), AND FOR UPDATING THE EROSION CONTROL PLAN DURING CONSTRUCTION AS FIELD CONDITIONS CHANGE.
6. CONTRACTOR SHALL DOCUMENT THE DATES OF INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL FOR EACH BMP EMPLOYED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF APPLICABLE.
7. AS STORM SEWER INLETS ARE INSTALLED ON-SITE, TEMPORARY EROSION CONTROL DEVICES SHALL BE INSTALLED AT EACH INLET PER APPROVED DETAILS.
8. THE EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL THE AREA IT PROTECTS HAS BEEN PERMANENTLY STABILIZED.
9. CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL DEVICES NEEDED DUE TO PROJECT PHASING.
10. CONTRACTOR SHALL OBSERVE THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES AND MAKE FIELD ADJUSTMENTS AND MODIFICATIONS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE SITE. IF THE EROSION CONTROL DEVICES DO NOT EFFECTIVELY CONTROL EROSION AND PREVENT SEDIMENTATION FROM WASHING OFF THE SITE, THEN THE CONTRACTOR SHALL

NOTIFY THE ENGINEER.

11. OFF-SITE SOIL BORROW, SPOIL, AND STORAGE AREAS (IF APPLICABLE) ARE CONSIDERED AS PART OF THE PROJECT SITE AND MUST ALSO COMPLY WITH THE EROSION CONTROL REQUIREMENTS FOR THIS PROJECT. THIS INCLUDES THE INSTALLATION OF BMP'S TO PREVENT EROSION AND SEDIMENTATION FROM THE DISTURBED AREAS PRIOR TO FINAL APPROVAL OF THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE SWPPP AND EROSION CONTROL PLAN TO INCLUDE BMP'S FOR ANY OFF-SITE THAT ARE NOT ANTICIPATED OR SHOWN ON THE EROSION CONTROL PLAN.
12. ALL STAGING, STOCKPILES, SPOIL, AND STORAGE SHALL BE LOCATED SUCH THAT THEY WILL NOT ADVERSELY AFFECT STORM WATER QUALITY OR PROTECTIVE MEASURES. BMP'S SHALL BE PROVIDED IF NEEDED TO ACCOMPLISH THIS REQUIREMENT, SUCH AS COVERING OR ENCLOSING THE AREA WITH AN APPROPRIATE BARRIER.
13. CONTRACTORS SHALL INSPECT ALL EROSION CONTROL DEVICES, BMP'S, DISTURBED AREAS, AND VEHICLE ENTRY AND EXIT AREAS WEEKLY AND WITHIN 24 HOURS OF ALL RAINFALL EVENTS OF 0.5 INCHES OR GREATER, AND KEEP A RECORD OF THIS INSPECTION IN THE SWPPP. IF APPLICABLE, TO VERIFY THAT THE DEVICES AND EROSION CONTROL PLAN ARE FUNCTIONING PROPERLY.
14. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS IN ACCORDANCE WITH CITY SPECIFICATIONS. CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION TRAFFIC USES THE STABILIZED ENTRANCE AT ALL TIMES FOR ALL INGRESS/EGRESS.
15. SITE ENTRY AND EXITS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING AND FLOWING OF SEDIMENT AND DIRT ONTO OFF-SITE ROADWAYS. ALL SEDIMENT AND DIRT FROM THE SITE THAT IS DEPOSITED ONTO AN OFF-SITE ROADWAY SHALL BE REMOVED IMMEDIATELY.
16. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS FROM THE AFFECTED OFF-SITE ROADWAYS THAT ARE A RESULT OF THE CONSTRUCTION, AS REQUESTED BY OWNER AND CITY. AT A MINIMUM, THIS SHOULD OCCUR ONCE PER DAY FOR THE 35. CONTRACTOR FIELD ADJUSTMENT OF PROPOSED SPOT GRADES IS ALLOWED, IF THE APPROVAL OF THE CIVIL ENGINEER IS OBTAINED.
17. WHEN WASHING OF VEHICLES IS REQUIRED TO REMOVE SEDIMENT PRIOR TO EXITING THE SITE, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP BMP.
18. CONTRACTOR SHALL INSTALL A TEMPORARY SEDIMENT BASIN FOR ANY ON-SITE DRAINAGE AREAS THAT ARE GREATER THAN 10 ACRES, PER TCEQ AND CITY STANDARDS. IF NO ENGINEERING DESIGN HAS BEEN PROVIDED FOR A SEDIMENTATION BASIN ON THESE PLANS, THEN THE CONTRACTOR SHALL ARRANGE FOR AN APPROPRIATE DESIGN TO BE PROVIDED.
19. ALL FINES IMPOSED FOR SEDIMENT OR DIRT DISCHARGED FROM THE SITE SHALL BE PAID BY THE RESPONSIBLE CONTRACTOR.
20. WHEN SEDIMENT OR DIRT HAS CLOGGED THE CONSTRUCTION ENTRANCE VOID SPACES BETWEEN STONES OR DIRT IS BEING TRACKED ONTO A ROADWAY, THE SEDIMENT SHALL BE WASHED DOWN OR REPLACED. RUNNING OFF OF SEDIMENT FROM THE CONSTRUCTION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL SEDIMENTATION. PERIODIC RE-GRADING OR NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFECTIVENESS OF THE CONSTRUCTION ENTRANCE.
21. TEMPORARY SEEDING OR OTHER GRADING STABILIZATION SHALL BE INITIATED WITHIN 14 DAYS OF THE LAST DISTURBANCE OF ANY AREA, UNLESS ADDITIONAL CONSTRUCTION IN THE AREA IS EXPECTED WITHIN 21 DAYS OF THE LAST DISTURBANCE.
23. UPON COMPLETION OF FINE GRADING, ALL SURFACES OF DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED. STABILIZATION IS ACHIEVED WHEN THE AREA IS EITHER COVERED BY PERMANENT IMPERVIOUS STRUCTURES, SUCH AS BUILDINGS, SIDEWALK, PAVEMENT, OR A UNIFORM PERENNIAL VEGETATIVE COVER.
24. AT THE CONCLUSION OF THE PROJECT, ALL INLETS, DRAIN PIPE, CHANNELS, DRAINAGEWAYS AND BORROW DITCHES AFFECTED BY THE CONSTRUCTION SHALL BE DREGDED, AND THE SEDIMENT GENERATED BY THE PROJECT SHALL BE REMOVED AND DISPOSED IN ACCORDANCE WITH APPLICABLE REGULATIONS.

STORM WATER DISCHARGE AUTHORIZATION:

1. CONTRACTOR SHALL COMPLY WITH ALL GOVERNING BODIES AND EPA STORM WATER POLLUTION PREVENTION REQUIREMENTS.
3. THE CONTRACTOR SHALL ENSURE THAT ALL PRIMARY OPERATORS SUBMIT A NOI TO THE GOVERNING BODY AT LEAST SEVEN DAYS PRIOR TO COMMENCING CONSTRUCTION (IF APPLICABLE), OR IF UTILIZING ELECTRONIC SUBMITTAL, PRIOR TO COMMENCING CONSTRUCTION. ALL PRIMARY OPERATORS SHALL PROVIDE A COPY OF THE SIGNED NOI TO THE OPERATOR OF ANY MSA (TYPICALLY THE CITY) RECEIVING DISCHARGE FROM THE SITE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF APPLICABLE, INCLUDING POSTING SITE NOTICE, INSPECTIONS, DOCUMENTATION, AND SUBMISSION OF ANY INFORMATION REQUIRED BY THE GOVERNING BODY AND EPA (E.G. NOI).
5. ALL CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES RELATED TO THE SWPPP SHALL SIGN THE REQUIRED CONTRACTOR CERTIFICATION STATEMENT ACKNOWLEDGING THEIR RESPONSIBILITIES AS SPECIFIED IN THE SWPPP.
6. A COPY OF THE SWPPP, INCLUDING NOI, SITE NOTICE, CONTRACTOR CERTIFICATIONS, AND ANY REVISIONS, SHALL BE SUBMITTED TO THE CITY BY THE CONTRACTOR AND SHALL BE RETAINED ON-SITE DURING CONSTRUCTION.
7. A NOTICE OF TERMINATION (NOT) SHALL BE SUBMITTED TO TCEQ BY ANY PRIMARY OPERATOR WITHIN 30 DAYS AFTER ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND A UNIFORM VEGETATIVE COVER HAS BEEN ESTABLISHED ON ALL UNPAVED AREAS AND AREAS NOT COVERED BY STRUCTURES, A TRANSFER OR OPERATIONAL CONTROL HAS OCCURRED, OR THE OPERATOR HAS OBTAINED ALTERNATIVE AUTHORIZATION UNDER A DIFFERENT PERMIT. A COPY OF THE NOI SHALL BE PROVIDED TO THE OPERATOR OF ANY MSA RECEIVING DISCHARGE FROM THE SITE.

DEMOLITION:

1. ENGINEER IS NOT RESPONSIBLE FOR THE MEANS AND METHODS EMPLOYED BY THE CONTRACTOR TO IMPLEMENT THIS DEMOLITION PLAN. THIS PRELIMINARY DEMOLITION PLAN SIMPLY IDENTIFIES THE KNOWN OBJECTS ON THE SUBJECT TRACT THAT ARE TO BE DEMOLISHED AND REMOVED FROM THE SITE.
2. THE ENGINEER DOES NOT WARRANT OR REPRESENT THAT THE PLAN, WHICH WAS PREPARED BASED ON SURVEY AND UTILITY INFORMATION PROVIDED BY OTHERS, SHOWS ALL IMPROVEMENTS AND UTILITIES, THAT THE IMPROVEMENTS AND UTILITIES ARE SHOWN ACCURATELY, OR THAT THE UTILITIES SHOWN CAN BE REMOVED. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ITS OWN SITE RECONNAISSANCE TO SCOPE ITS WORK AND TO CONFIRM WITH THE OWNERS OF IMPROVEMENTS AND UTILITIES THE ABILITY AND PROCESS FOR THE REMOVAL OF THEIR FACILITIES.
3. THE GOAL OF THE DEMOLITION IS TO LEAVE THE SITE IN A STATE SUITABLE FOR THE CONSTRUCTION OF THE PROPOSED DEVELOPMENT. REMOVAL OR PRESERVATION OF IMPROVEMENTS, UTILITIES, ETC. TO ACCOMPLISH THIS GOAL ARE THE RESPONSIBILITY OF THE CONTRACTOR.

GRADING:

1. THE CONTRACTOR AND GRADING SUBCONTRACTOR SHALL VERIFY THE SUITABILITY OF EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE START OF CONSTRUCTION. THE CIVIL ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
3. CONTRACTOR SHALL OBTAIN ANY REQUIRED GRADING PERMITS FROM THE CITY.
3. UNLESS OTHERWISE NOTED, PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN IN PAVED AREA REFLECT TOP OF PAVEMENT SURFACE. IN LOCATIONS ALONG A CURB LANE, AND THE HEIGHT OF THE CURB IS TO BE PAVING DIRECTLY FROM CURB ELEVATION.
4. PROPOSED SPOT ELEVATIONS AND CONTOURS OUTSIDE THE PAVEMENT ARE TO TOP OF FINISHED GRADE. CONTRACTOR SHALL TAKE INTO ACCOUNT THE HEIGHT OF LANDSCAPING SEEDING WHILE GRADING THE SITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE NO RUNOFF IS TRAPPED OR DIRECTLY TOWARDS THE BUILDINGS.
5. PROPOSED CROPS ARE APPROXIMATE. PROPOSED SPOT ELEVATIONS AND DESIGNATED GRADIENT ARE TO BE USED IN CASE OF DISCREPANCY.
6. ALL FINISHED GRADES SHALL TRANSITION UNIFORMLY BETWEEN THE FINISHED ELEVATIONS SHOWN.
7. CONTOURS AND SPOT GRADES SHOWN ARE ELEVATIONS OF TOP OF THE FINISHED SURFACE. WHEN PERFORMING THE GRADING OPERATIONS, THE CONTRACTOR SHALL PROVIDE AN APPROPRIATE ELEVATION HOLD-DOWN ALLOWANCE FOR THE THICKNESS OF PAVEMENT, SIDEWALK, TOPSOIL, MULCH, STONE, LANDSCAPING, RIP-RAP AND ALL OTHER SURFACE MATERIALS THAT WILL CONTRIBUTE TO THE TOP OF FINISHED GRADE. FOR EXAMPLE, THE LIMITS OF EARTHWORK IN PAVED AREAS IS THE BOTTOM OF THE PAVEMENT SECTION.
8. NO REPRESENTATIONS OF EARTHWORK QUANTITIES OR SITE BALANCE ARE MADE BY THESE PLANS. THE CONTRACTOR SHALL PROVIDE THEIR OWN EARTHWORK CALCULATION TO DETERMINE THEIR CONTRACT QUANTITIES AND COST. ANY SIGNIFICANT VARIANCE FROM A BALANCED SITE SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER AND OWNER.
9. ALL GRADING AND EARTHWORK SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING SUBSEQUENT ADDENDA.
10. ALL EXCAVATION IS UNCLASSIFIED AND SHALL INCLUDE ALL MATERIALS ENCOUNTERED. UNUSABLE EXCAVATED MATERIAL AND ALL WASTE RESULTING FROM SITE CLEARING AND GRUBBING SHALL BE REMOVED FROM THE SITE AND APPROPRIATELY DISPOSED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE.
11. EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF GRADING. REFERENCE EROSION CONTROL PLAN, DETAILS, GENERAL NOTES, AND SWPPP FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
12. BEFORE ANY EARTHWORK IS PERFORMED, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF THE PROJECT'S PROPERTY LINE AND SITE IMPROVEMENTS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.
13. CONTRACTOR TO DISPOSE OF ALL EXCESS EXCAVATION MATERIALS IN A MANNER THAT ADHERES TO LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS. THE CONTRACTOR SHALL KEEP A RECORD OF WHERE EXCESS EXCAVATION WAS DISPOSED, ALONG WITH THE RECEIVING LANDOWNER'S APPROVAL TO DO SO.
14. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF TOPSOIL AT THE COMPLETION OF FINE GRADING. CONTRACTOR SHALL REFER TO LANDSCAPE ARCHITECTURE PLANS FOR SPECIFICATIONS AND REQUIREMENTS FOR TOPSOIL.
16. NO EARTHWORK FILL SHALL BE PLACED IN ANY EXISTING DRAINAGE WAY, SWALE, CHANNEL, DITCH, CREEK, OR FLOODPLAIN FOR ANY 2 REASON OR ANY LENGTH OF TIME, UNLESS THESE PLANS SPECIFICALLY INDICATE THIS IS REQUIRED.
17. TEMPORARY CULVERTS MAY BE REQUIRED IN SOME LOCATIONS TO CONVEY RUN-OFF.
18. REFER TO DIMENSION CONTROL PLAN, AND PLAN FOR HORIZONTAL DIMENSIONS.
19. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND CONDITION FILL PER THE PROJECT GEOTECHNICAL ENGINEER'S SPECIFICATIONS. THE FILL MATERIAL TO BE USED SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
20. CONTRACTOR IS RESPONSIBLE FOR ALL SOILS TESTING AND CERTIFICATION, UNLESS SPECIFIED OTHERWISE BY OWNER. ALL SOILS TESTING SHALL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR AND SHALL COMPLY WITH CITY STANDARD SPECIFICATIONS AND THE GEOTECHNICAL REPORT. SOILS TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING SOILS. THE OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR SOILS TESTING.
21. ALL COPIES OF SOILS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY.
22. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE SOILS, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.
23. THE SCOPE OF WORK FOR CIVIL IMPROVEMENT SHOWN ON THESE PLANS TERMINATES 5- FEET FROM THE BUILDING. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT AND STRUCTURAL PLANS AND SPECIFICATIONS FILL, CONDITIONING, AND PREPARATIONS IN THE BUILDING PAD.
25. CONTRACTOR SHALL ENSURE THAT SUFFICIENT POSITIVE SLOPE AWAY FROM THE BUILDING PAD IS ACHIEVED FOR ENTIRE PERIMETER OF THE PROPOSED BUILDING(S) DURING GRADING OPERATIONS AND IN THE FINAL CONDITION. IF THE CONTRACTOR OBSERVES THAT THIS WILL NOT BE ACHIEVED, THE CONTRACTOR SHALL CONTACT THE ENGINEER TO REVIEW THE LOCATION.

26. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING WATER, OR BY OTHER MEANS APPROVED BY THE CITY, AT NO ADDITIONAL COST TO THE OWNER.
28. EXISTING TREE LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. CONTRACTOR SHALL REPORT ANY DISCREPANCIES FOUND IN THE FIELD THAT AFFECT THE GRADING PLAN TO THE CIVIL ENGINEER.
29. CONTRACTOR SHALL FIELD VERIFY ALL PROTECTED TREE LOCATIONS, INDIVIDUAL PROTECTED TREE CRITICAL ROOT ZONES, AND PROPOSED SITE GRADING, AND NOTIFY THE CIVIL ENGINEER AND LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH THE TREE PRESERVATION PLAN BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING THE WORK.
30. TREE PROTECTION SPECIFICATIONS SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF THE CITY STANDARD TREE PROTECTION DETAILS AND THE APPROVED TREE PRESERVATION PLANS BY THE LANDSCAPE ARCHITECT.
31. CONTRACTOR SHALL REFER TO THE LANDSCAPING AND TREE PRESERVATIONS PLANS FOR ALL INFORMATION AND DETAILS REGARDING EXISTING TREES TO BE REMOVED AND PRESERVED.
32. NO TREE SHALL BE REMOVED UNLESS A TREE REMOVAL PERMIT HAS BEEN ISSUED BY THE CITY, OR CITY HAS OTHERWISE CONFIRMED IN WRITING THAT ONE IS NOT NEEDED FOR THE TREE(S).
33. NO TREE SHALL BE REMOVED OR DAMAGED WITHOUT PRIOR AUTHORIZATION OF THE OWNER OR OWNER'S REPRESENTATIVE. EXISTING TREES SHALL BE PRESERVED WHENEVER POSSIBLE AND GRADING IMPACT TO THEM HELD TO A MINIMUM.
34. AFTER PLACEMENT OF SUBGRADE AND PRIOR TO PLACEMENT OF PAVEMENT, CONTRACTOR SHALL TEST AND OBSERVE PAVEMENT AREAS FOR EVIDENCE OF PONDING AND INADEQUATE SLOPE FOR DRAINAGE. ALL AREAS SHALL ADEQUATELY DRAIN TOWARDS THE INTENDED STRUCTURE TO CONVEY STORMWATER RUNOFF. CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER AND ENGINEER IF ANY AREAS OF POOR DRAINAGE ARE DISCOVERED.
35. CONTRACTOR FIELD ADJUSTMENT OF PROPOSED SPOT GRADES IS ALLOWED, IF THE APPROVAL OF THE CIVIL ENGINEER IS OBTAINED.

RETAINING WALLS:

1. RETAINING WALLS SHOWN ARE FOR SITE GRADING PURPOSES ONLY, AND INCLUDE ONLY LOCATION AND SURFACE SPOT ELEVATIONS AT THE TOP AND BOTTOM OF THE WALL.
2. RETAINING WALL TYPE OR SYSTEM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, WITH THE OWNERS APPROVAL.
3. RETAINING WALL DESIGN SHALL BE PROVIDED BY OTHERS. STRUCTURAL DESIGN AND PERMITTING OF RETAINING WALLS, RAILINGS, AND OTHER WALL SAFETY DEVICES SHALL BE PERFORMED BY A LICENSED ENGINEER AND ARE NOT PART OF THIS PLAN SET.
4. RETAINING WALL ENGINEER SHALL CONSULT THESE PLANS AND THE GEOTECHNICAL REPORT FOR POTENTIAL CONFLICTS.

PAVING:

1. ALL PAVING MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY STANDARD DETAILS AND SPECIFICATIONS, THE FINAL GEOTECHNICAL REPORT AND ALL ISSUED ADDENDA, AND COMMONLY ACCEPTED CONSTRUCTION STANDARDS. THE CITY SPECIFICATIONS SHALL GOVERN WHERE OTHER SPECIFICATIONS DO NOT EXIST. IN CASE OF CONFLICTING SPECIFICATIONS OR DETAILS, THE MORE RESTRICTIVE SPECIFICATION/DETAIL SHALL BE FOLLOWED.
2. ALL PRIVATE ON-SITE PAVING AND PAVING SUBGRADE SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING ALL ADDENDA.
3. ALL FIRE LANE PAVING AND PAVING SUBGRADE SHALL COMPLY WITH CITY STANDARDS AND DETAILS. IF THESE ARE DIFFERENT THAN THOSE IN THE GEOTECHNICAL REPORT, THEN THE MORE RESTRICTIVE SPECIFICATION SHALL BE FOLLOWED.
4. ALL PUBLIC PAVING AND PAVING SUBGRADE SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
5. CONTRACTOR IS RESPONSIBLE FOR ALL PAVING AND PAVING SUBGRADE TESTING AND CERTIFICATION, UNLESS SPECIFIED OTHERWISE BY OWNER. ALL PAVING AND PAVING SUBGRADE TESTING SHALL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING PAVING AND SUBGRADE. OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR PAVING AND PAVING SUBGRADE TESTING.
6. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE PAVING AND PAVING SUBGRADE, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.
8. CURB RAMPS SHALL BE PROVIDED ON ALL SIDEWALKS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BASED ON THE CITY STANDARD CONSTRUCTION DETAIL AND SPECIFICATIONS.
10. ALL PRIVATE (OUTSIDE OF PUBLIC RIGHT-OF-WAY) ACCESSIBLE RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA AND TAS STANDARDS, LATEST EDITION.
11. ANY COMPONENTS OF THE PROJECT SUBJECT TO RESIDENTIAL USE SHALL ALSO CONFORM TO THE FAIR HOUSING ACT AND COMPLY WITH THE FAIR HOUSING ACT DESIGN MANUAL BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.
12. CONTRACTOR SHALL CONSTRUCT PROPOSED PAVEMENT TO MATCH EXISTING PAVEMENT WITH A SMOOTH, FLUSH, CONNECTION.
13. CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS FOR FIRE LANES, PARKING STALLS, HANDICAPPED PARKING SYMBOLS, AND MISCELLANEOUS STRIPING WITHIN PARKING LOT AND AROUND BUILDING AS SHOWN ON THE PLANS. ALL PAINT AND PAVEMENT MARKINGS SHALL ADHERE TO CITY AND OWNER STANDARDS.
14. REFER TO GEOTECHNICAL REPORT FOR PAVING JOINT LAYOUT PLAN REQUIREMENTS FOR PRIVATE PAVEMENT.
15. REFER TO CITY STANDARD DETAILS AND SPECIFICATIONS FOR JOINT LAYOUT PLAN REQUIREMENTS FOR PUBLIC PAVEMENT.
16. ALL REINFORCING STEEL SHALL CONFORM TO THE GEOTECHNICAL REPORT, CITY STANDARDS, AND ASTM A-615, GRADE 60, AND SHALL BE SUPPORTED BY BAR CHAIRS. CONTRACTOR SHALL USE THE MORE STRINGENT OF THE CITY AND GEOTECHNICAL STANDARDS.
17. ALL JOINTS SHALL EXTEND THROUGH THE CURB.
18. THE MINIMUM LENGTH OF OFFSET JOINTS AT RADIUS POINTS SHALL BE 2 FEET.
19. CONTRACTOR SHALL SUBMIT A JOINTING PLAN TO THE ENGINEER AND OWNER PRIOR TO BEGINNING ANY OF THE PAVING WORK.
20. ALL SAWCUTS SHALL BE FULL DEPTH FOR PAVEMENT REMOVAL AND CONNECTION TO EXISTING PAVEMENT.
21. FIRE LANES SHALL BE MARKED AND LABELED AS A FIRE LANE PER CITY STANDARDS.
22. UNLESS THE PLANS SPECIFICALLY DICTATE TO THE CONTRARY, ON-SITE AND OTHER DIRECTIONAL SIGNS SHALL BE ORIENTED SO THEY ARE READABLE FROM THE STREET.
23. CONTRACTOR IS RESPONSIBLE FOR INSTALLING NECESSARY CONDUIT FOR LIGHTING, IRRIGATION, ETC. PRIOR TO PLACEMENT OF PAVEMENT. ALL CONSTRUCTION DOCUMENTS (CIVIL, MEP, LANDSCAPE, IRRIGATION, AND ARCHITECT) SHALL BE CONSULTED.
24. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES (PER ADA, TAS, AND FHA) EXIST TO AND FROM EVERY DOOR AND ALONG SIDEWALKS, ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND ACCESSIBLE ROUTES.
25. IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPE EXCEED 2.0 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5.0 PERCENT. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION.
25. CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM BORDERS PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA/TAS SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA AND TAS SLOPE COMPLIANCE ISSUES.

STORM DRAINAGE:

1. ALL STORM SEWER MATERIALS AND CONSTRUCTION SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
2. THE SITE UTILITY CONTRACTOR SHALL PROVIDE ALL MATERIALS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF THE STORM SEWER.
3. THE CONTRACTOR SHALL FIELD VERIFY THE SIZE, CONDITION, HORIZONTAL, AND VERTICAL LOCATIONS OF ALL EXISTING STORM SEWER FACILITIES THAT ARE TO BE CONNECTED TO, PRIOR TO START OF CONSTRUCTION OF ANY STORM SEWER, AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED.
4. THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS SHOWN, INCLUDING THE HORIZONTAL AND VERTICAL LOCATION OF CURB INLETS AND GRATE INLETS AND ALL UTILITIES CROSSING THE STORM SEWER.
5. FLOW LINE, TOP-OF-CURB, RIM, THROAT, AND GRADE ELEVATIONS OF PROPOSED INLETS SHALL BE VERIFIED WITH THE GRADING PLAN AND FIELD CONDITIONS PRIOR TO THEIR INSTALLATION.
6. ALL PUBLIC STORM SEWER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO CITY PUBLIC WORKS STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
7. ALL PRIVATE STORM SEWER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO THE APPLICABLE PLUMBING CODE. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
8. ALL PVC TO RCP CONNECTIONS AND ALL STORM PIPE CONNECTIONS ENTERING STRUCTURES OR OTHER STORM PIPES SHALL HAVE A CONCRETE COLLAR AND BE GROUTED TO ASSURE THE CONNECTION IS WATERTIGHT.
9. ALL PUBLIC STORM SEWER LINES SHALL BE MINIMUM CLASS III RCP. PRIVATE STORM SEWER LINES 18-INCHES AND GREATER SHALL BE CLASS III RCP OR OTHER APPROVED MATERIAL.
10. WHERE COVER EXCEEDS 20- FEET OR IS LESS THAN 2- FEET, CLASS IV RCP SHALL BE USED.
11. IF CONTRACTOR PROPOSES TO USE HDPE OR PVC IN LIEU OF RCP FOR PRIVATE STORM SEWER, CONTRACTOR SHALL SUBMIT TECHNICAL DATA TO THE OWNER, ENGINEER AND CITY ENGINEER/INSPECTOR FOR APPROVAL PRIOR TO ORDERING THE MATERIAL.
11. PROPOSED HOPE AND PVC SHALL BE WATERTIGHT.
13. EMBEDMENT FOR ALL STORM SEWER LINES, PUBLIC OR PRIVATE, SHALL BE PER CITY STANDARD DETAILS.
14. ALL WYE CONNECTIONS AND PIPE BENDS ARE TO BE PREFABRICATED AND INSTALLED PER MANUFACTURERS SPECIFICATIONS.
15. USE 4 FOOT JOINTS WITH BEVELED ENDS IF RADIUS OF STORM SEWER IS LESS THAN 100 FEET.

WATER AND WASTEWATER:

1. ALL WATER AND WASTEWATER MATERIALS AND CONSTRUCTION SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
2. CONTRACTOR SHALL FIELD VERIFY THE SIZE, CONDITION, HORIZONTAL, AND VERTICAL LOCATIONS OF ALL EXISTING WATER AND WASTEWATER FACILITIES THAT ARE TO BE CONNECTED TO, PRIOR TO START OF CONSTRUCTION OF ANY WATER OR WASTEWATER CONSTRUCTION, AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED.
3. CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS SHOWN, INCLUDING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY SERVICES ENTERING THE BUILDING.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATION OF ALL UTILITY CROSSINGS PRIOR TO THE INSTALLATION OF ANY PIPE.
5. THE SITE UTILITY CONTRACTOR SHALL PROVIDE ALL MATERIALS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF THE WATER AND WASTEWATER IMPROVEMENTS.
6. ALL PUBLIC WATER AND WASTEWATER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO CITY PUBLIC WORKS STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
8. ALL PRIVATE WATER AND WASTEWATER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO THE APPLICABLE PLUMBING CODE. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
9. FIRE SPRINKLER LINES SHALL BE DESIGNED AND INSTALLED BY A LICENSED FIRE SPRINKLER CONTRACTOR AND COMPLY TO THE APPLICABLE CODES AND INSPECTIONS REQUIRED. THESE PLANS WERE PREPARED WITHOUT THE BENEFIT OF THE FIRE SPRINKLER DESIGN. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
10. EMBEDMENT FOR ALL WATER AND WASTEWATER LINES, PUBLIC OR PRIVATE, SHALL BE PER CITY STANDARD DETAILS.
10. CONTRACTOR SHALL TAKE REQUIRED SANITARY PRECAUTIONS; FOLLOWING ANY CITY AND AWWA STANDARDS, TO KEEP WATER PIPE AND FITTINGS CLEAN AND CAPPED AT TIMES WHEN INSTALLATION IS NOT IN PROGRESS.
11. CONTRACTOR SHALL PROVIDE CONSTRUCTION SURVEYING FOR ALL WATER AND WASTEWATER LINES.

13. CONTRACTOR SHALL COMPLY WITH CITY REQUIREMENTS FOR WATER AND WASTEWATER SERVICE DISRUPTIONS AND THE AMOUNT OF PRIOR NOTICE THAT IS REQUIRED, AND SHALL COORDINATE DIRECTLY WITH THE APPROPRIATE CITY DEPARTMENT.
14. CONTRACTOR SHALL SEQUENCE WATER AND WASTEWATER CONSTRUCTION TO AVOID INTERRUPTION OF SERVICE TO SURROUNDING PROPERTIES.
15. CONTRACTOR SHALL MAINTAIN WATER SERVICE AND WASTEWATER SERVICE TO ALL CUSTOMERS THROUGHOUT CONSTRUCTION (IF NECESSARY, BY USE OF TEMPORARY METHODS APPROVED BY THE CITY AND OWNER). THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
16. THE CONTRACTOR IS RESPONSIBLE TO PROTECT ALL WATER AND WASTEWATER SERVICE LINES CROSSING THE PROJECT. THE CONTRACTOR SHALL REPAIR ALL DAMAGED LINES IMMEDIATELY. ALL REPAIRS OF EXISTING WATER MAINS, WATER SERVICES, SEWER MAINS, AND SANITARY SEWER SERVICES ARE SUBSIDIARY TO THE WORK, AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
17. VALVE ADJUSTMENTS SHALL BE CONSTRUCTED SUCH THAT THE COVERS ARE AT FINISHED SURFACE GRADE OF THE PROPOSED PAVEMENT.
18. THE ENDS OF ALL EXISTING WATER MAINS THAT ARE CUT, BUT NOT REMOVED, SHALL BE PLUGGED AND ABANDONED IN PLACE. THIS WORK SHALL BE CONSIDERED AS A SUBSIDIARY COST TO THE PROJECT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
19. ALL FIRE HYDRANTS, VALVES, TEES, BENDS, WYES, REDUCERS, FITTINGS, AND ENDS SHALL BE MECHANICALLY RESTRAINED AND/OR THRUST BLOCKED TO CITY STANDARDS.
20. CONTRACTOR SHALL INSTALL A FULL SEGMENT OF WATER OR WASTEWATER PIPE CENTERED AT ALL UTILITY CROSSINGS SO THAT THE JOINTS ARE GREATER THAN 9- FEET FROM THE CROSSING.
21. ALL CROSSINGS AND LOCATIONS WHERE WASTEWATER IS LESS THAN 9- FEET FROM WATER, WASTEWATER CONSTRUCTION AND MATERIALS SHALL COMPLY WITH TCEQ CHAPTER 217.53.
22. ALL CROSSING AND LOCATIONS WHERE WATER IS LESS THAN 9- FEET FROM WASTEWATER, WATER CONSTRUCTION AND MATERIALS SHALL COMPLY WITH TCEQ CHAPTER 290.44.
23. ALL WATER AND WASTEWATER SHALL BE TESTED IN ACCORDANCE WITH THE CITY, AWWA, AND TCEQ STANDARDS AND SPECIFICATIONS. AT A MINIMUM, THIS SHALL CONSIST OF THE FOLLOWING:
  - a. ALL UTILITY WATER LINES SHALL BE HYDROSTATICALLY TESTED AND CHLORINATED BEFORE BEING PLACED INTO SERVICE. CONTRACTOR SHALL COORDINATE WITH THE CITY FOR THEIR REQUIRED PROCEDURES AND SHALL ALSO COMPLY WITH TCEQ REGULATIONS.
  - b. WASTEWATER LINES AND MANHOLES SHALL BE PRESSURE TESTED. CONTRACTOR SHALL COORDINATE WITH THE CITY FOR THEIR REQUIRED PROCEDURES AND SHALL ALSO COMPLY WITH TCEQ REGULATIONS. AFTER COMPLETION OF THESE TESTS, A TELEVISION INSPECTION SHALL BE PERFORMED AND PROVIDED TO THE CITY AND OWNER ON A DVD.
24. CONTRACTOR SHALL INSTALL DETECTABLE WIRING OR MARKING TAPE A MINIMUM OF 12" ABOVE WATER AND WASTEWATER LINES. MARKER DECALS SHALL BE LABELED "CAUTION - WATER LINE", OR "CAUTION - SEWER LINE". DETECTABLE WIRING AND MARKING TAPE SHALL COMPLY WITH CITY STANDARDS, AND SHALL BE INCLUDED IN THE COST OF THE WATER AND WASTEWATER PIPE.
25. DUCTILE IRON PIPE SHALL BE PROTECTED FROM CORROSION BY A LOW-DENSITY POLYETHYLENE LINER WRAP THAT IS AT LEAST A SINGLE LAYER OF 12 MIL. ALL DUCTILE IRON JOINTS SHALL BE BONDED.
26. WATERLINES SHALL BE INSTALLED AT NO LESS THAN THE MINIMUM COVER REQUIRED BY THE CITY.
27. CONTRACTOR SHALL PROVIDE CLEAN-OUTS FOR PRIVATE SANITARY SEWER LINES AT ALL CHANGES IN DIRECTION AND 100-FOOT INTERVALS, OR AS REQUIRED BY THE APPLICABLE PLUMBING CODE. CLEAN-OUTS REQUIRED IN PAVEMENT OR SIDEWALKS SHALL HAVE CAST IRON COVERS FLUSH WITH FINISHED GRADE.
28. CONTRACTOR SHALL PROVIDE BACKWATER VALVES FOR PLUMBING FIXTURES AS REQUIRED BY THE APPLICABLE PLUMBING CODE (E.G. FLOOR ELEVATION OF FIXTURE UNIT IS BELOW THE ELEVATION OF THE MANHOLE COVER OF THE NEXT UPSTREAM MANHOLE IN THE PUBLIC SEWER). CONTRACTOR SHALL REVIEW BOTH MEP AND CIVIL PLANS TO CONFIRM WHERE THESE ARE REQUIRED.



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BH#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BH#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



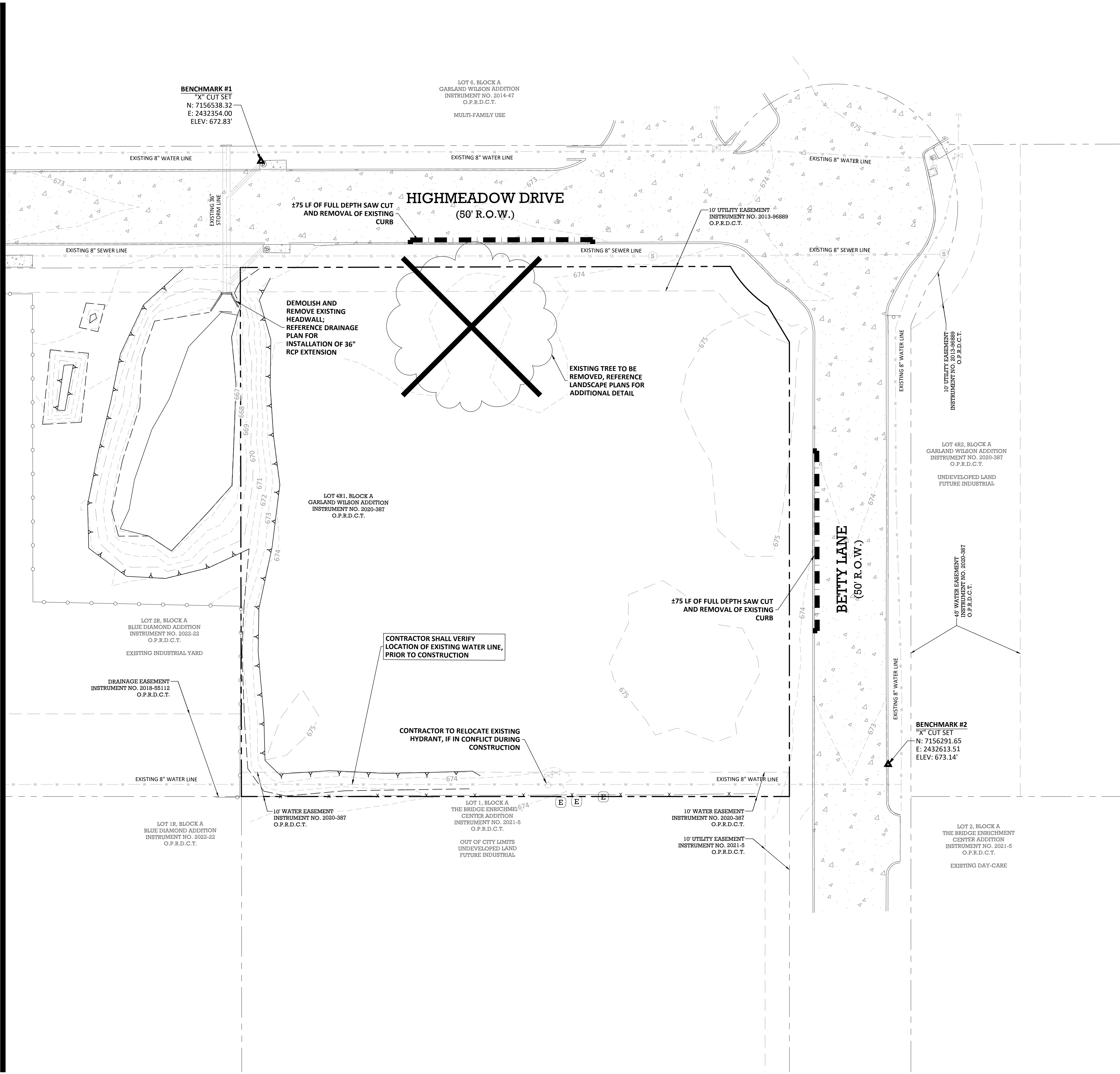
Know what's below.  
Call before you dig.

PROJECT INFORMATION:

SHOPS AT  
HIGH  
MEADOWS

OWNER





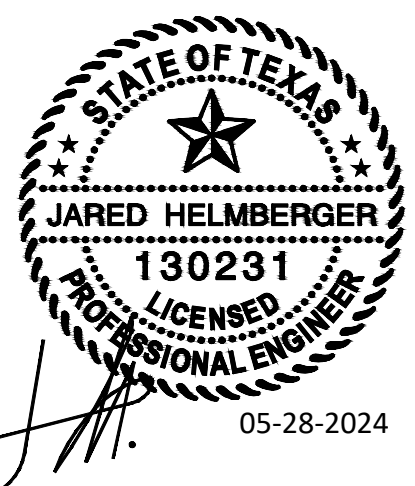
| LEGEND                 |     |
|------------------------|-----|
| PROPERTY LINE          | --- |
| ADJACENT PROPERTY LINE | --- |
| EASEMENT LINE          | --- |
| EXISTING CONTOUR       | --- |
| EXISTING OHE           | --- |
| WATER                  | --- |
| SANITARY SEWER         | --- |
| STORM                  | --- |

- ### DEMOLITION NOTES
- ENGINEER IS NOT RESPONSIBLE FOR THE MEANS AND METHODS EMPLOYED BY THE CONTRACTOR TO IMPLEMENT THIS DEMOLITION PLAN. THIS PLAN INDICATES THE KNOWN OBJECTS ON THE SUBJECT TRACT THAT ARE TO BE DEMOLISHED AND REMOVED FROM THE SITE. ADDITIONAL DEMOLITION MAYBE REQUIRED BY THE OWNER AND SHOULD BE CONFIRMED BY THE CONTRACTOR.
  - THIS PLAN WAS PREPARED BASED ON A SURVEY AND RECORD DRAWING INFORMATION PROVIDED BY OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ITS OWN SITE RECONNAISSANCE TO SCOPE ITS WORK AND TO BE CONFIRMED BY THE OWNER.
  - THE OBJECTIVE OF THE DEMOLITION PLAN IS TO LEAVE THE SITE IN A STATE SUITABLE FOR THE CONSTRUCTION OF THE DEVELOPMENT. REMOVAL, PRESERVATION OR ADJUSTMENT OF EXISTING UTILITIES OR STRUCTURES ARE TO BE ACCOMPLISHED BY THE CONTRACTOR.
  - CONTRACTOR TO FIELD VERIFY ALL EXISTING GRADES, PRIOR TO COMMENCING WORK.
  - CONTRACTOR TO ALERT OWNER AND ENGINEER TO ANY DISCREPANCY BETWEEN THIS PLAN AND ACTUAL FIELD CONDITIONS, PRIOR TO COMMENCING WORK.
  - ALL ELEVATIONS DEPICTED ARE TOP OF SURFACE, UNLESS OTHERWISE NOTED.
  - CONTOURS AND SPOT GRADES SHOWN ARE ELEVATIONS AT THE TOP OF THE FINISHED GRADE.



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

## SHOPS AT HIGH MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

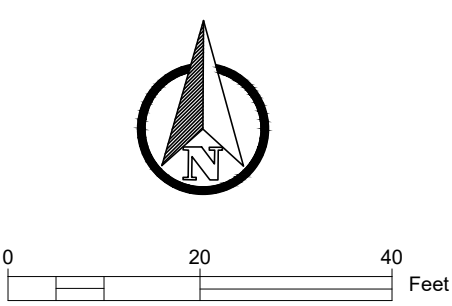
SHEET TITLE:

## EXISTING CONDITIONS AND DEMOLITION PLAN

SHEET NUMBER:

## C0.02

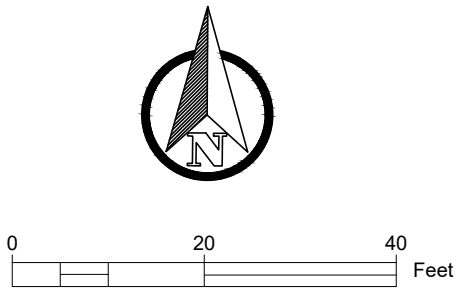
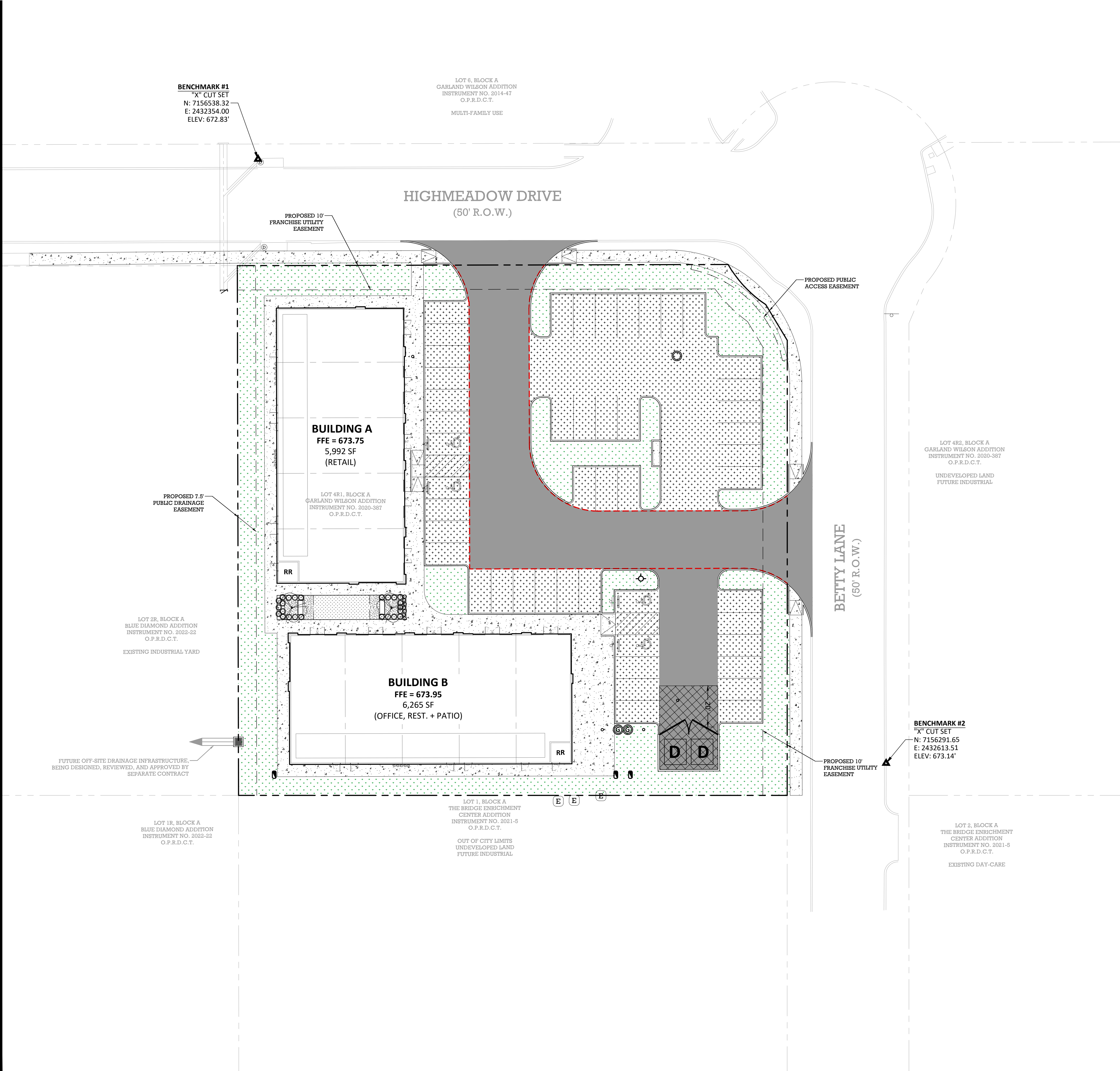




1. FIRE HYDRANTS SHALL BE LOCATED BETWEEN 2-6 FEET FROM THE BACK OF THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED WITHIN A TURNING RADIUS.
2. ALL FIRE LANS, STRIPED PER CITY STANDARDS, AND HYDRANTS SHALL BE COMPLETED AND IN WORKING ORDER PRIOR TO VERTICAL CONSTRUCTION.
3. A 5' CLEAR PATH SHALL BE MAINTAINED BETWEEN THE FDC AND THE FIRE LANE.
4. WALL MOUNTED FDC'S SHALL BE NO FURTHER THAN 30 FEET FROM THE FIRE LANE.
5. FDC'S SHALL BE WITHIN 100', AS THE HOSE LAYS, OF A FIRE HYDRANT.

**C1.00**





**LEGEND**

PROPERTY LINE  
ADJACENT PROPERTY LINE  
EASEMENT LINE

5" STANDARD DUTY PAVEMENT

6" FIRE LANE PAVEMENT

7" DUMPSTER PAVEMENT

4" SIDEWALK PAVEMENT

GRASS/OPEN SPACE

**PAVEMENT NOTES**

- REFERENCE GENERAL NOTES SHEET FOR ADDITIONAL GRADING NOTES.
- DETAILS ARE PROVIDED FOR CONVENIENCE ONLY, WORK SHALL BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT (**G232758**) BY ALPHA TESTING, DATED OCTOBER 23RD, 2023 FOR ALL PAVEMENT AND SUBGRADE RECOMMENDATIONS.
- FIRE LANE PAVEMENT SHALL ADHERE TO CITY OF AUBREY STANDARDS.
- CITY OF AUBREY SIDEWALK DETAIL IS PROVIDED IN THE CONSTRUCTION DETAILS, FOR REFERENCE. CONTRACTOR SHALL PROVIDE APPROVED EQUIVALENT, IF DESIRED.

**6.6.2 Portland Cement Concrete (PCC) Pavement**

Following subgrade preparation as recommended in Section 6.6.1, the following PCC (reinforced) pavement sections are recommended in Table C.

| TABLE C<br>Recommended PCC Pavement Sections                           |                                       |                       |
|------------------------------------------------------------------------|---------------------------------------|-----------------------|
| Paving Areas and/or Type                                               | Subgrade Thickness, Inches            | PCC Thickness, Inches |
| Parking Areas Subjected Exclusively to Passenger Vehicle Traffic       | Scarified and Compacted; 6            | 5                     |
| Drive Lanes, Fire Lanes, Areas Subject to Light Volume Truck Traffic   | Lime, Cement or Cem-Lime™ Modified, 6 | 6                     |
| Dumpster Traffic Areas, Areas Subject to Moderate Volume Truck Traffic | Lime, Cement or Cem-Lime™ Modified, 6 | 7                     |

PCC should have a minimum compressive strength of 3,000 psi at 28 days in parking areas subjected exclusively to passenger vehicle traffic. We recommend a minimum compressive strength of 3,500 psi at 28 days for drive lanes, fire lanes, and truck areas. Concrete should be designed with 4.5±1.5 percent entrained air. Joints in concrete paving should not exceed 15 ft. Reinforcing steel should consist of No. 3 bars placed at 18 inches on-center in two (2) directions.



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

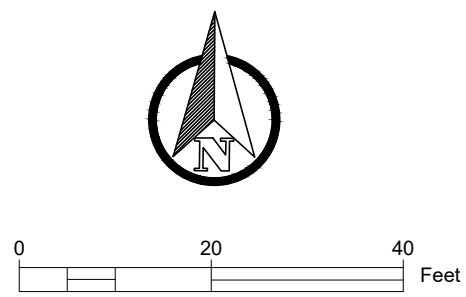
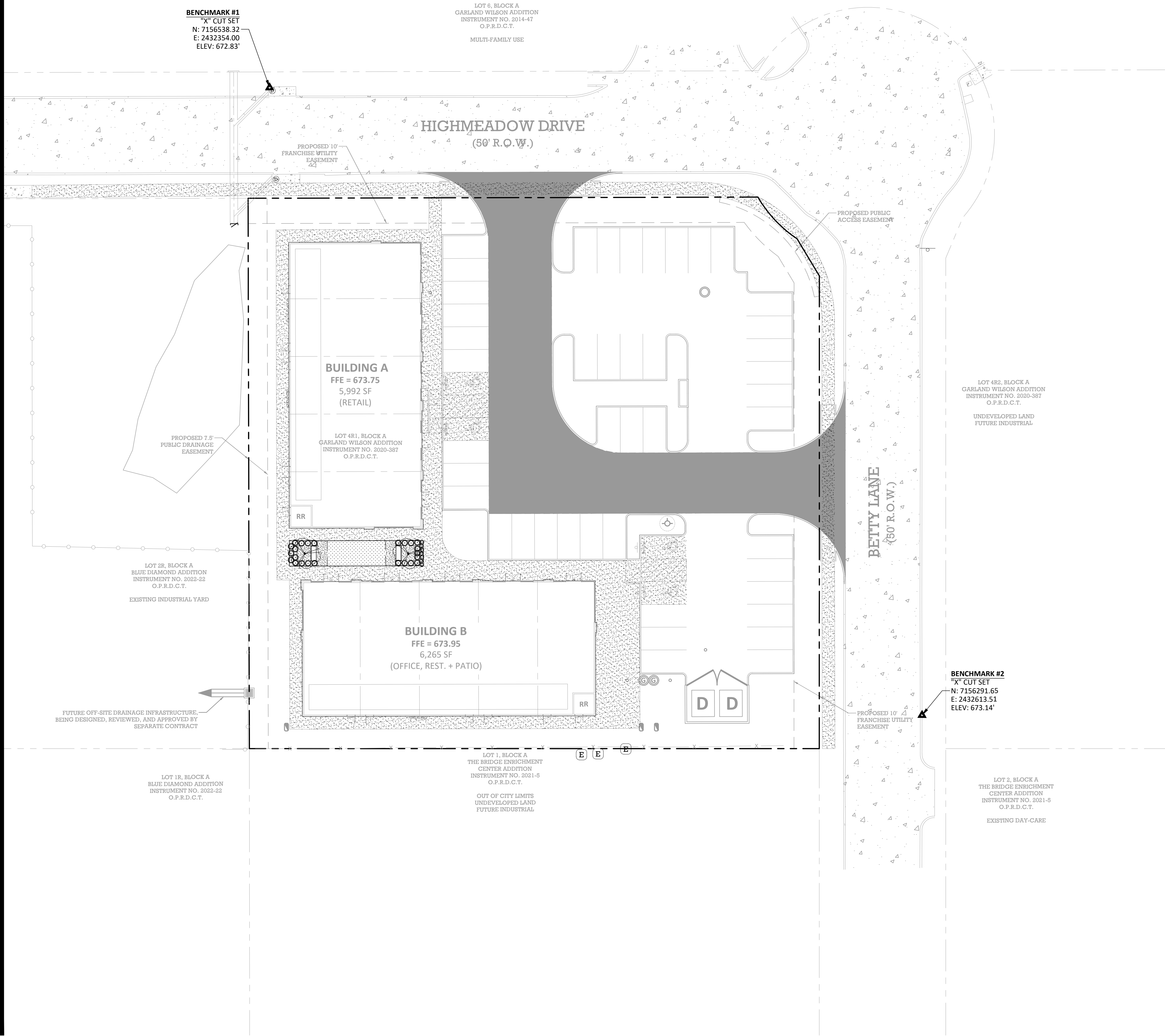
**PAVING PLAN**

SHEET NUMBER:

**C1.01**

BEAR LAND COMPANY





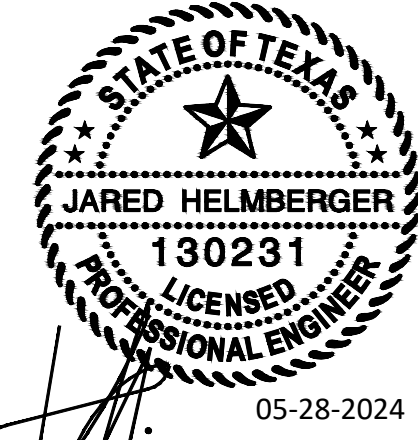
**LEGEND**

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- PAVEMENT TO BE COMPLIANT WITH ADA STANDARDS
- FIRE LANE PAVEMENT



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

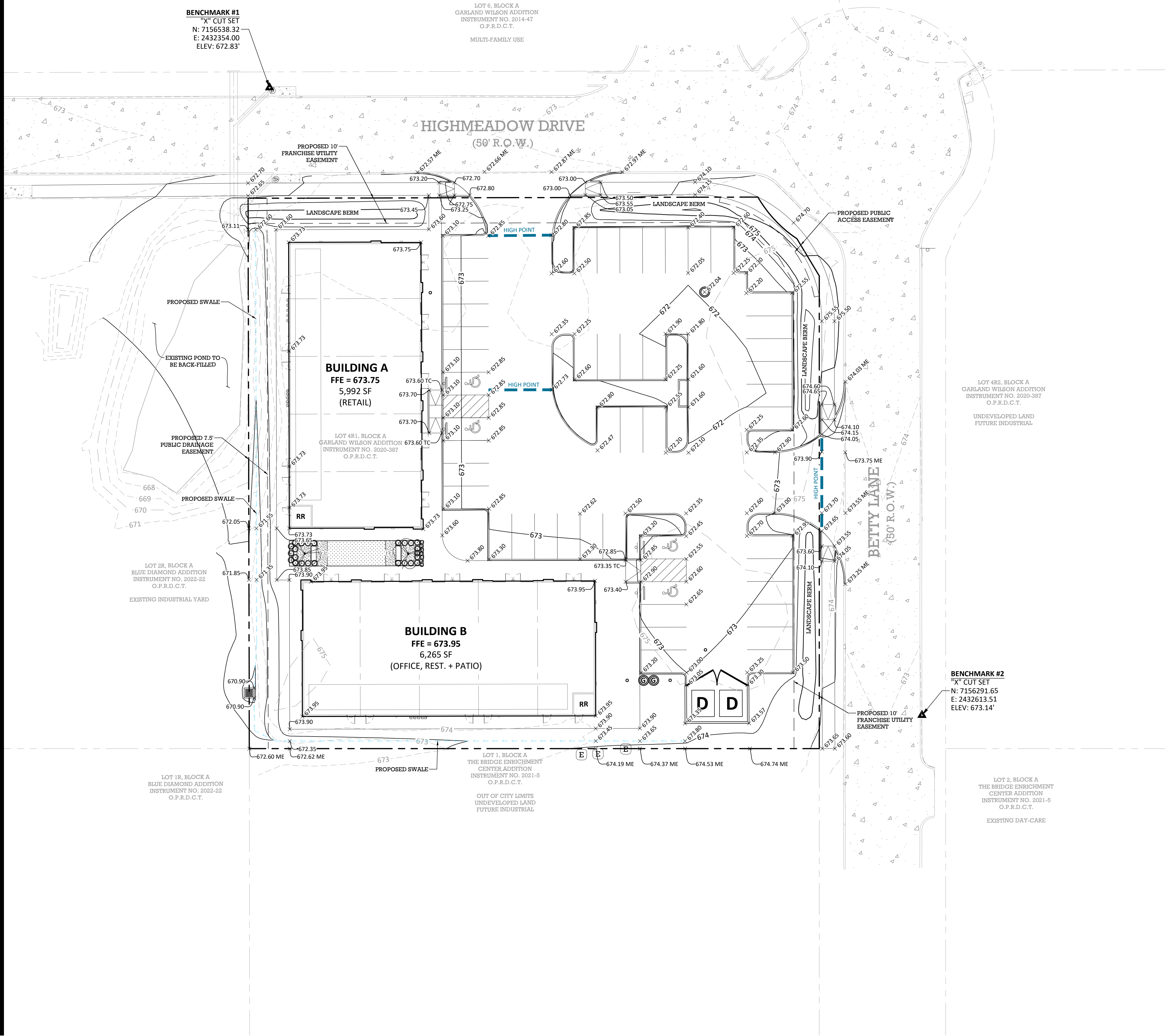
OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:  
**EMERGENCY AND  
ACCESSIBLE  
ACCESS PLAN**

SHEET NUMBER:

**C1.02**





**LEGEND**

|                        |          |
|------------------------|----------|
| PROPERTY LINE          | ---      |
| ADJACENT PROPERTY LINE | ---      |
| EASEMENT LINE          | ---      |
| EXISTING CONTOUR       | ---      |
| PROPOSED CONTOUR       | ---      |
| PROPOSED SWALE         | ---      |
| HIGH POINT (HP)        | ---      |
| EXISTING OHE           | ---      |
| PROPOSED GRADE         | x 100    |
| TOP OF WALL GRADE      | x 100 TW |
| BOTTOM OF WALL GRADE   | x 100 BW |
| MATCH EXISTING GRADE   | x 100 ME |

**GRADING NOTES**

- WORK SHALL BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR ALL PAVEMENT AND SUBGRADE RECOMMENDATIONS.
- REFERENCE GENERAL NOTES SHEET FOR ADDITIONAL GRADING NOTES.
- CONTRACTOR TO FIELD VERIFY ALL EXISTING GRADES, PRIOR TO COMMENCING WORK.
- CONTRACTOR TO ALERT OWNER AND ENGINEER TO ANY DISCREPANCY BETWEEN THIS PLAN AND ACTUAL FIELD CONDITIONS, PRIOR TO COMMENCING WORK.
- ALL ELEVATIONS DEPICTED ARE TOP OF SURFACE, UNLESS OTHERWISE NOTED.
- CONTOURS AND SPOT GRADES SHOWN ARE ELEVATIONS AT THE TOP OF THE FINISHED GRADE. CONTRACTOR SHALL PROVIDE AN APPROPRIATE ELEVATION HOLD DOWN ALLOWANCE FOR THE THICKNESS OF PAVEMENT, SIDEWALK, TOPSOIL, MULCH, STONE, LANDSCAPING RIP-RAP, OR OTHER SURFACE MATERIALS THAT WILL CONTRIBUTE TO THE TOP OF FINISHED GRADE.
- IT IS THE RESPONSIBILITY OF THE CONTRACT TO ENSURE NO RUNOFF IS TRAPPED OR DIRECTED TOWARDS THE BUILDING.
- ALL RETAINING WALLS ARE TO BE DESIGNED BY OTHERS. LOCATION AND ELEVATION ARE ONLY SHOWN FOR REFERENCE.
- RETAINING WALLS GREATER THAN 15" IN HEIGHT REQUIRE SEPARATE BUILDING PERMIT.
- RETAINING WALLS GREATER THAN 24" IN HEIGHT REQUIRE PLANS SIGNED AND SEALED BY A STRUCTURAL OR GEOTECHNICAL ENGINEER LICENSED IN THE STATE OF TEXAS.

BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:

REVISION(S):  
DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00

**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)

PROJECT INFORMATION:

**SHOPS AT HIGH MEADOWS**

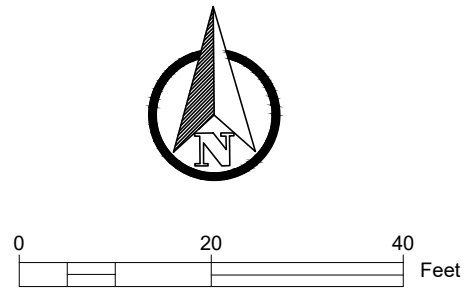
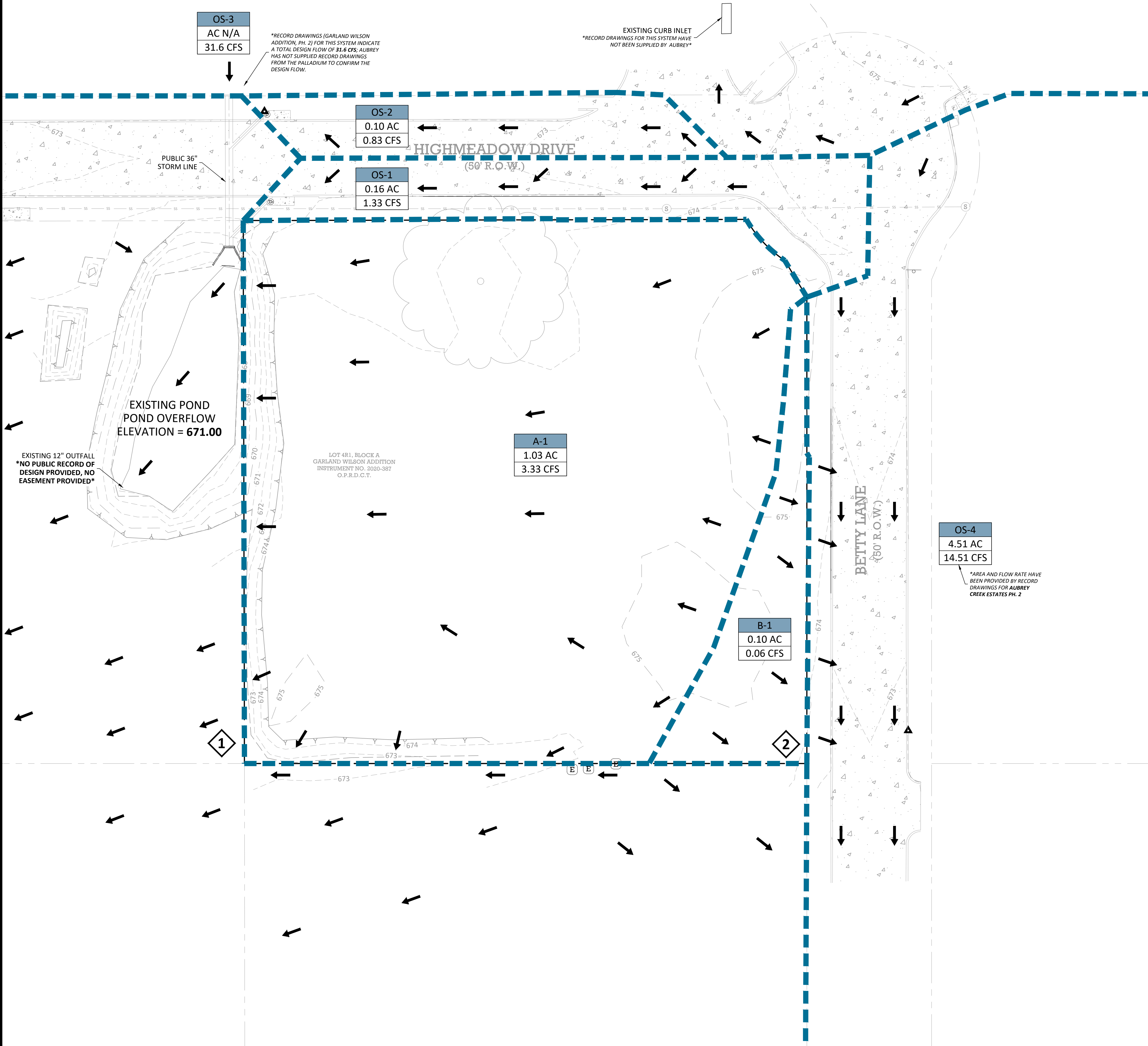
OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:  
**GRADING PLAN**

SHEET NUMBER:  
**C2.00**

Page 193 of 343





**LEGEND**

PROPERTY LINE  
ADJACENT PROPERTY LINE  
DRAINAGE DIVIDE  
EXISTING OHE  
EXISTING STORM  
PROPOSED STORM  
FLOW ARROW

DRAINAGE AREA  
AREA (ACRES)  
FLOW (CFS)

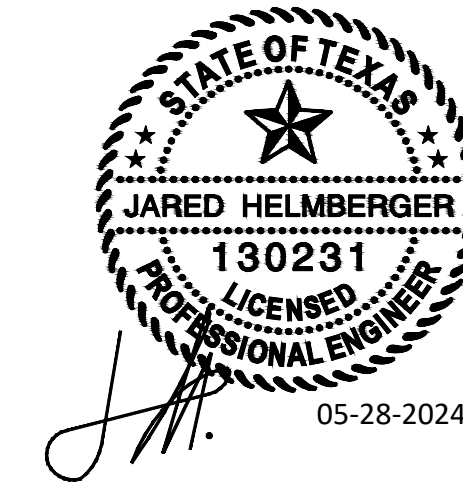
A-1  
X.XX AC  
X.XX CFS

| Existing Hydrologic Calculations - Rational Method |           |                 |           |                     |                |
|----------------------------------------------------|-----------|-----------------|-----------|---------------------|----------------|
| Aubrey, TX Drainage Criteria Manual                |           |                 |           |                     |                |
| Area Identifier                                    | Area (ac) | Coefficient (c) | Tc (min.) | Intensity (in./hr.) | Flow "Q" (cfs) |
| EX 100-Year Rainfall Event                         |           |                 |           |                     |                |
| A-1                                                | 1.03      | 0.35            | 10        | 9.24                | 3.33           |
| B-1                                                | 0.10      | 0.35            | 10        | 9.24                | 0.32           |
| OS-1                                               | 0.16      | 0.90            | 10        | 9.24                | 1.33           |
| OS-2                                               | 0.10      | 0.90            | 10        | 9.24                | 0.83           |
| OS-3                                               | N/A       | N/A             | 10        | 9.24                | 31.60          |
| OS-4                                               | 4.51      | 0.35            | 10        | 9.24                | 14.59          |
| Existing Design Point #1 (A-1, OS-1, OS-2, OS-3) = |           |                 |           |                     | 37.00          |
| Existing Design Point #2 (B-1) =                   |           |                 |           |                     | 0.32           |



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

BM#1 - "X" CUT SET  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
BM#2 - "X" CUT SET  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



PROJECT INFORMATION:

SHOPS AT  
HIGH  
MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:  
EXISTING  
DRAINAGE AREA  
MAP

SHEET NUMBER:  
C2.01

BEAR LAND COMPANY







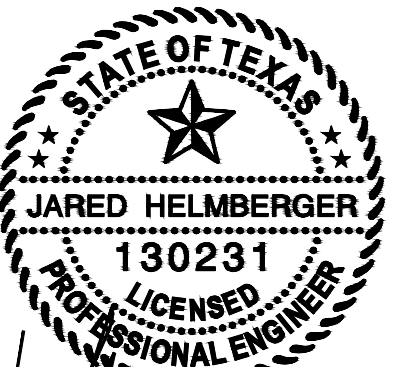






BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

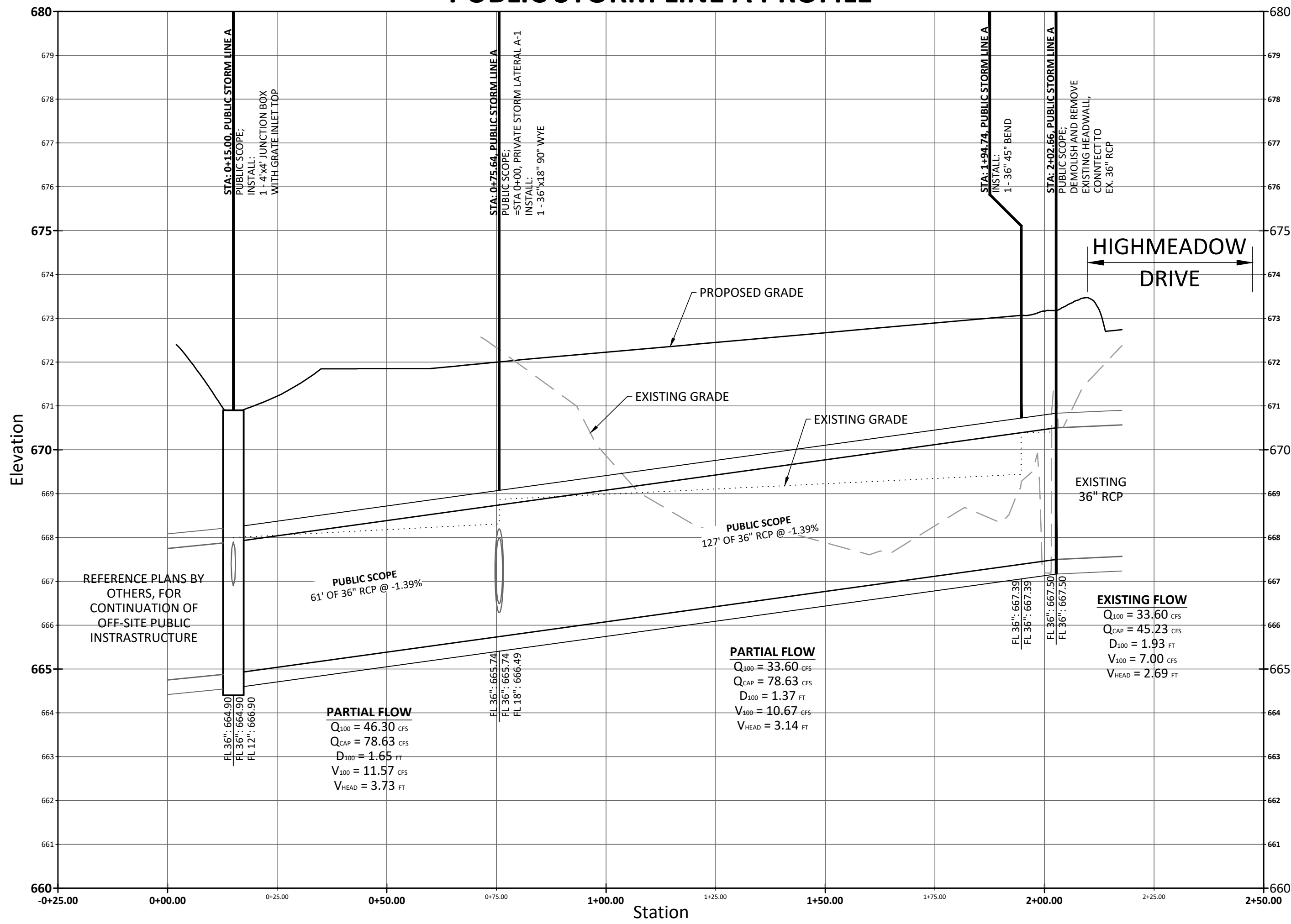
SHEET TITLE:

**DRAINAGE PLAN**

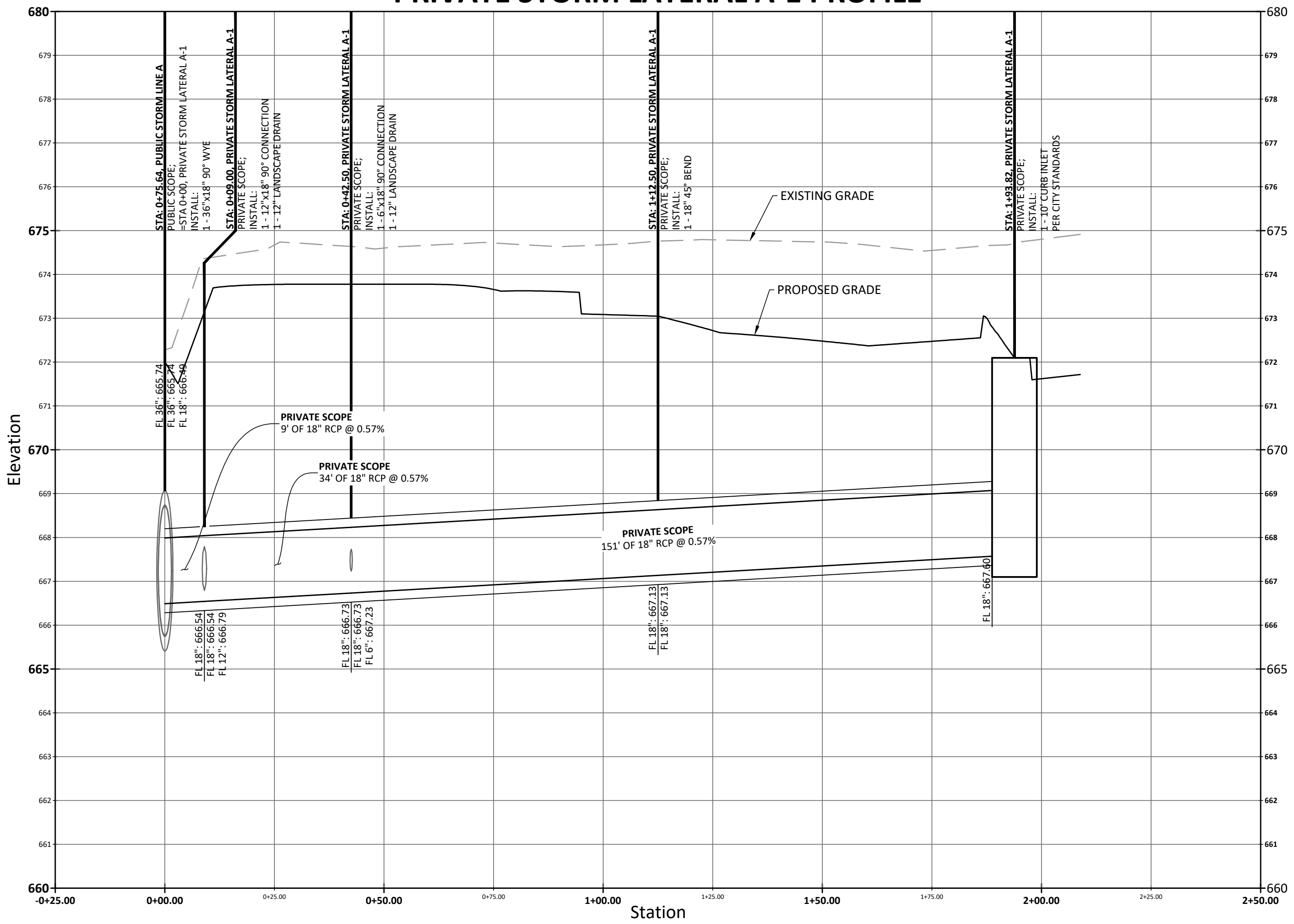
SHEET NUMBER:

**C2.04**

**PUBLIC STORM LINE A PROFILE**



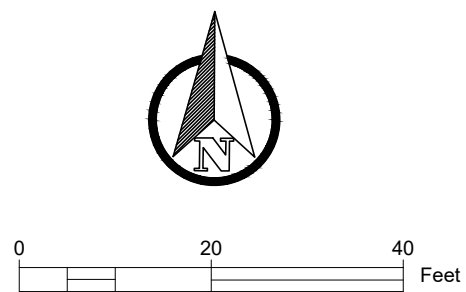
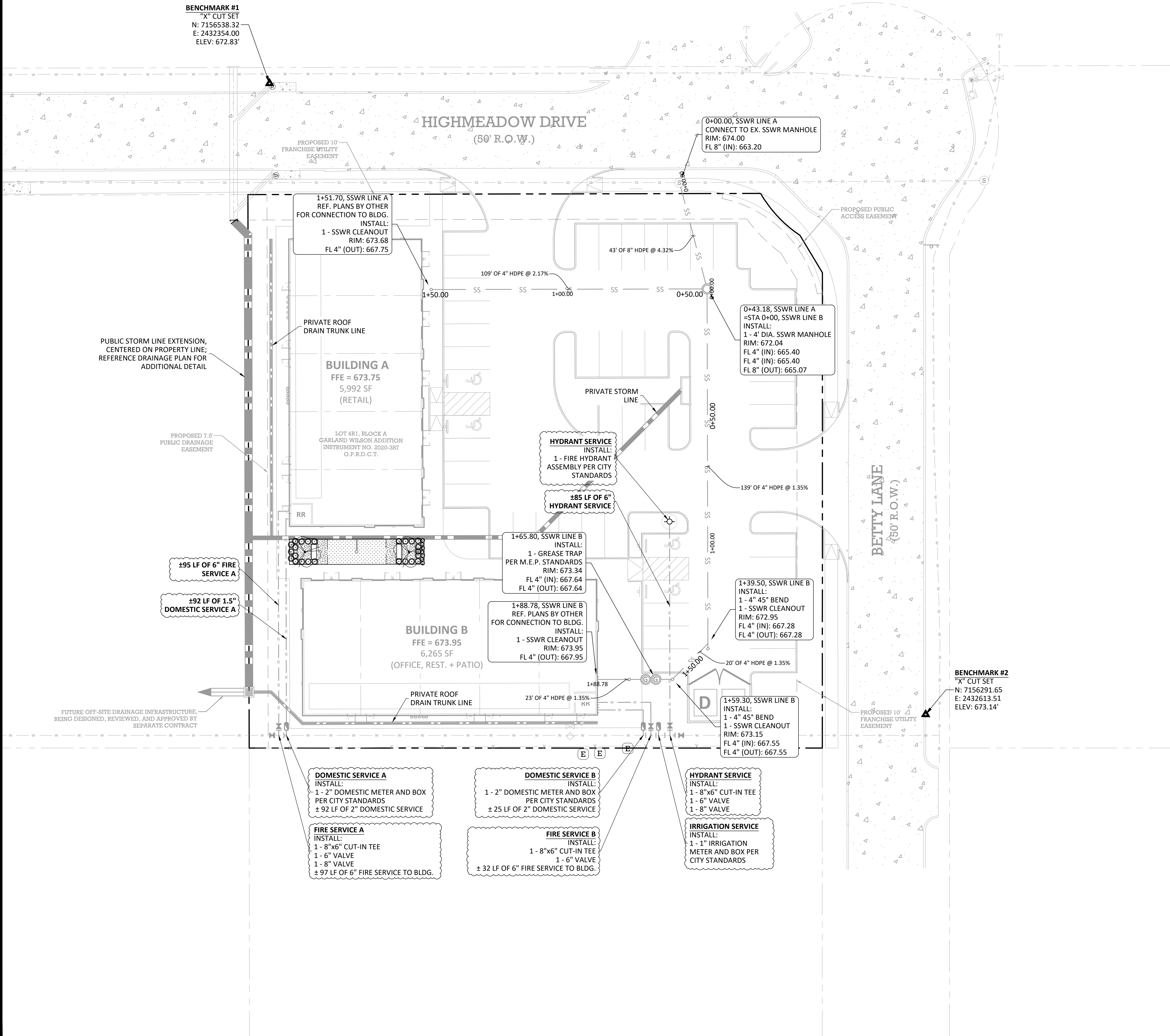
**PRIVATE STORM LATERAL A-1 PROFILE**



| 100-Year Hydraulic Calculations |         |                               |                    |                           |           |                 |            |                  |            |                       |                   |                  |                   |                    |               |                |                        |                    |                        |            |                           |                    |                      |                        |                        |                    |                     |                |                |      |                        |                     |           |                               |                  |                        |                      |
|---------------------------------|---------|-------------------------------|--------------------|---------------------------|-----------|-----------------|------------|------------------|------------|-----------------------|-------------------|------------------|-------------------|--------------------|---------------|----------------|------------------------|--------------------|------------------------|------------|---------------------------|--------------------|----------------------|------------------------|------------------------|--------------------|---------------------|----------------|----------------|------|------------------------|---------------------|-----------|-------------------------------|------------------|------------------------|----------------------|
| Stationing                      |         | Upstream Junction Description | Pipe Length (feet) | Drainage Area Information |           |                 | Runoff "c" | Incremental "cA" | Total "cA" | Time of Concentration |                   |                  | Intensity "I"     |                    | Runoff "Q"    |                | Flow in Pipe "Q" (cfs) | Pipe Diameter (in) | Box Culvert Dimensions |            | Roughness Coefficient "n" | Friction Slope "S" | Hydraulic Grade Line |                        | Head Loss Calculations |                    |                     |                |                |      | Design HGL (elevation) | Invert Elevation(s) |           | Surface Elevation (elevation) | HGL Cover (feet) |                        |                      |
| From                            | To      |                               |                    | No.                       | Area (ac) | Total Area (ac) |            |                  |            | Inlet (min)           | Travel Time (min) | Total Time (min) | 10-Year (in./hr.) | 100-Year (in./hr.) | 10-Year (cfs) | 100-Year (cfs) |                        |                    | Inlet Bypass (cfs)     | Width (ft) |                           |                    | Height (ft)          | Downstream (elevation) | Upstream (elevation)   | V1 (in) (ft./sec.) | V2 (out) (ft./sec.) | V1*2/2G (feet) | V2*2/2G (feet) | K1   |                        | K1V1*2/2G (feet)    | H1 (feet) |                               |                  | Downstream (elevation) | Upstream (elevation) |
|                                 |         |                               |                    |                           |           |                 |            |                  |            |                       |                   |                  |                   |                    |               |                |                        |                    |                        |            |                           |                    |                      |                        |                        |                    |                     |                |                |      |                        |                     |           |                               |                  |                        |                      |
| Public Storm Line A             |         |                               |                    |                           |           |                 |            |                  |            |                       |                   |                  |                   |                    |               |                |                        |                    |                        |            |                           |                    |                      |                        |                        |                    |                     |                |                |      |                        |                     |           |                               |                  |                        |                      |
| 1+94.74                         | 2+02.66 | Inlet or Bend                 | 7.92               | OS-1,2,3                  | 4.06      | 4.06            | 0.9        | 3.65             | 3.65       | 10                    | -                 | 10               | 6.54              | 9.20               | 23.88         | 33.60          | 0.00                   | 33.60              | 36                     | -          | -                         | 0.013              | 0.0025               | 670.39                 | 670.41                 | 4.76               | 4.76                | 0.35           | 0.35           | 1.25 | 0.44                   | 0.44                | 670.85    | 667.39                        | 667.50           | 673.20                 | 2.35                 |
| +75.64                          | 1+94.74 | Inlet or Bend                 | 119.10             | A-1,2,3                   | 0.81      | 4.87            | 0.9        | 0.73             | 4.38       | -                     | 0.03              | 10.03            | 6.53              | 9.19               | 28.62         | 46.30          | 0.00                   | 46.30              | 36                     | -          | -                         | 0.013              | 0.0048               | 668.87                 | 669.44                 | 6.55               | 6.55                | 0.67           | 0.67           | 0.80 | 0.53                   | 0.53                | 670.39    | 665.74                        | 667.39           | 673.00                 | 2.61                 |
| +15.00                          | +75.64  | Inlet or Bend                 | 60.64              | A-4,5                     | 0.27      | 5.14            | 0.65       | 0.18             | 4.56       | -                     | 0.30              | 10.33            | 6.46              | 9.09               | 29.44         | 47.65          | 0.00                   | 47.65              | 36                     | -          | -                         | 0.013              | 0.0051               | 668.00                 | 668.31                 | 6.74               | 6.74                | 0.71           | 0.71           | 0.80 | 0.57                   | 0.57                | 668.87    | 664.90                        | 665.74           | 672.00                 | 3.13                 |

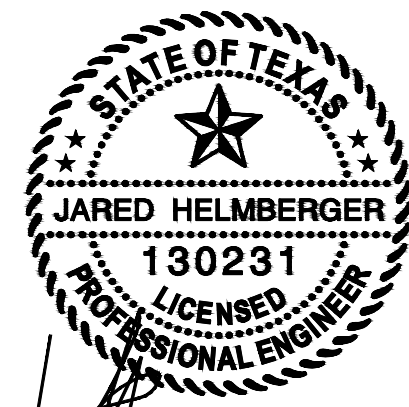
BEAR LAND COMPANY





BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

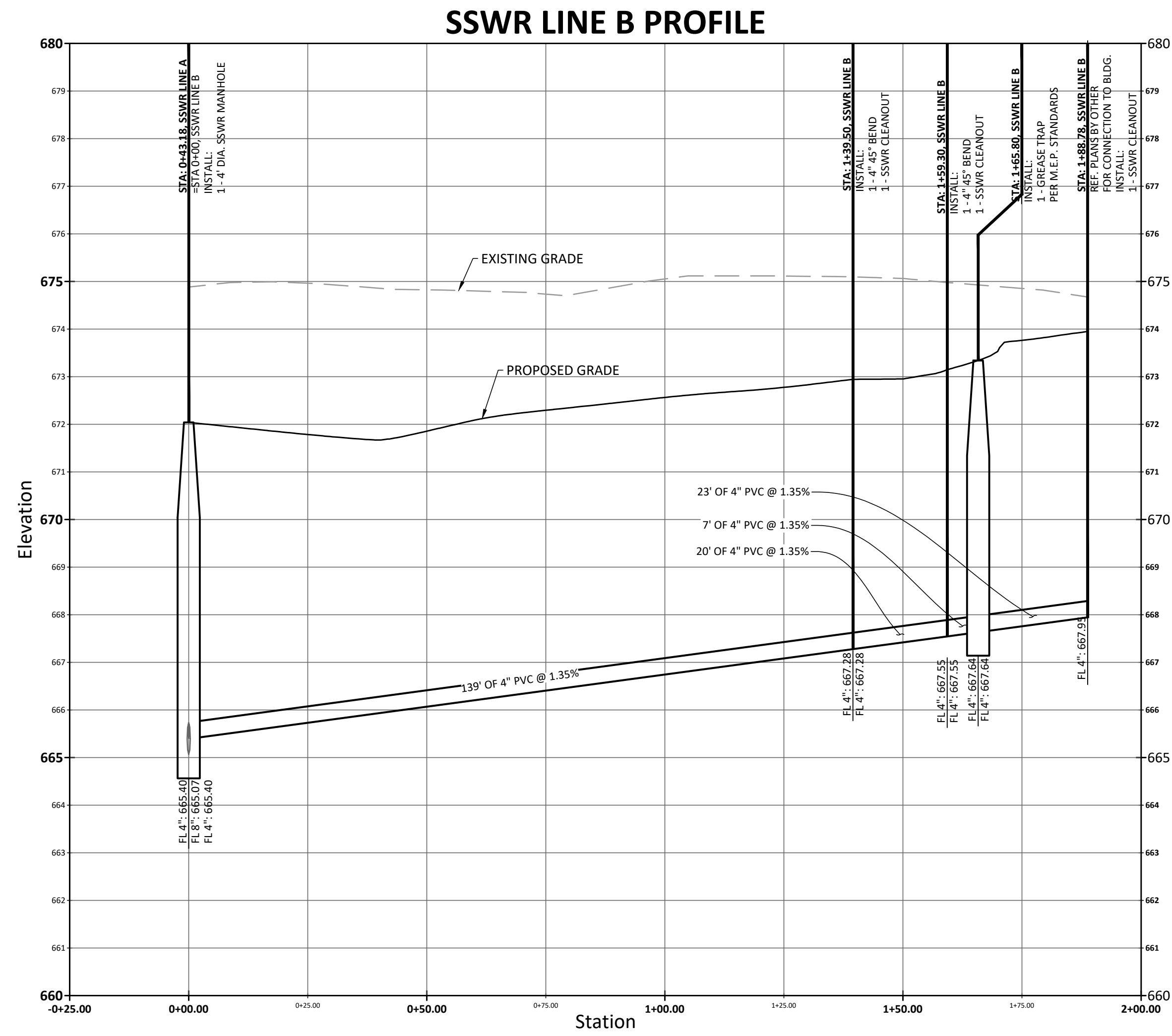
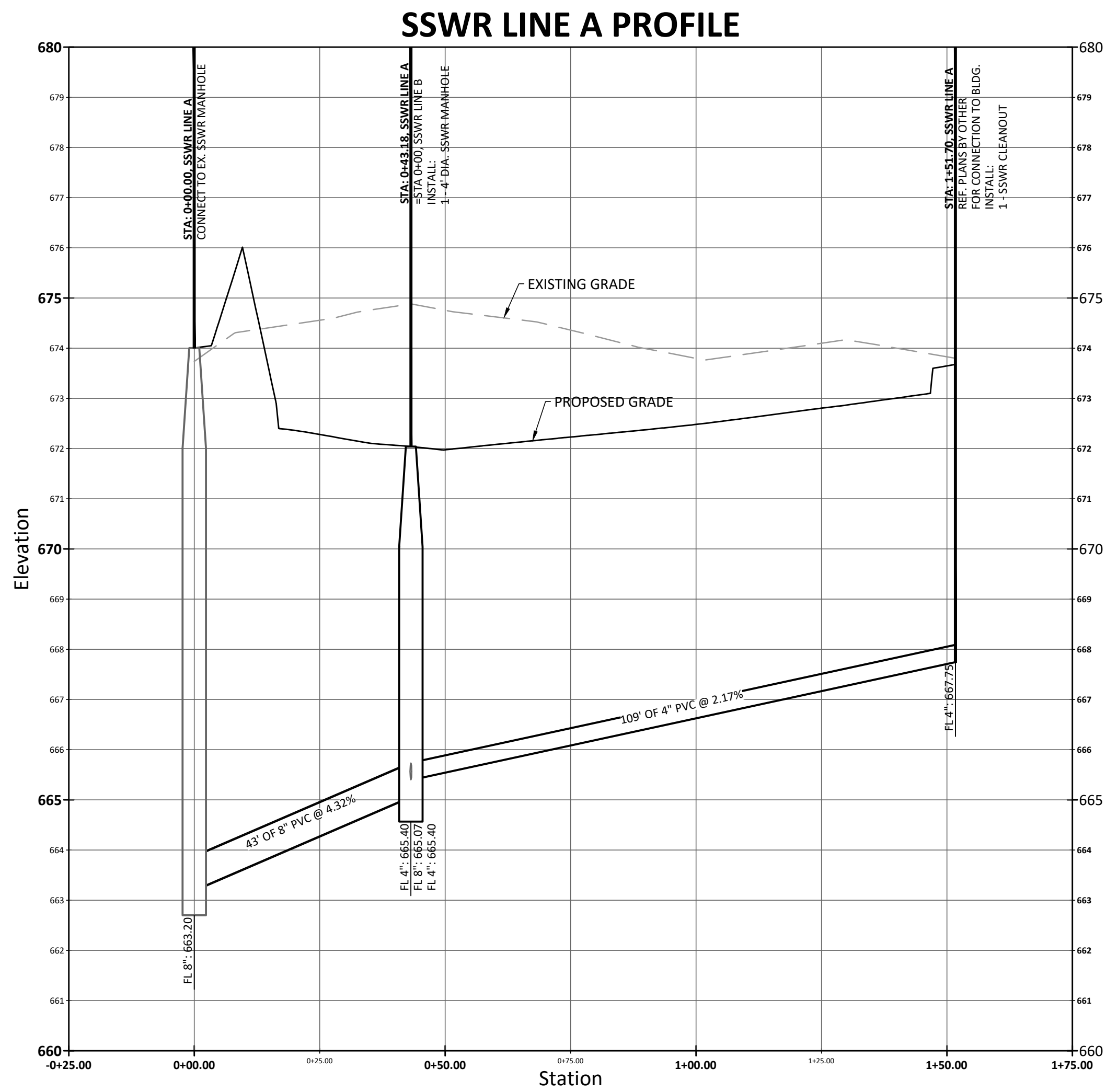
**UTILITY PLAN**

SHEET NUMBER:

**C3.00**

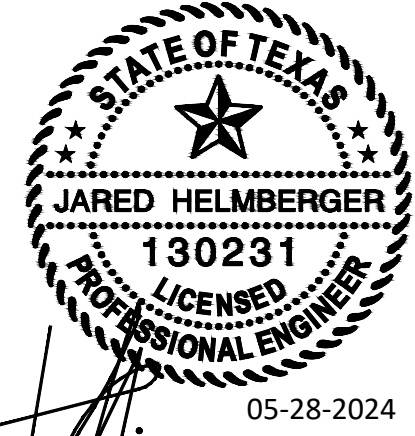
BEAR LAND COMPANY





BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

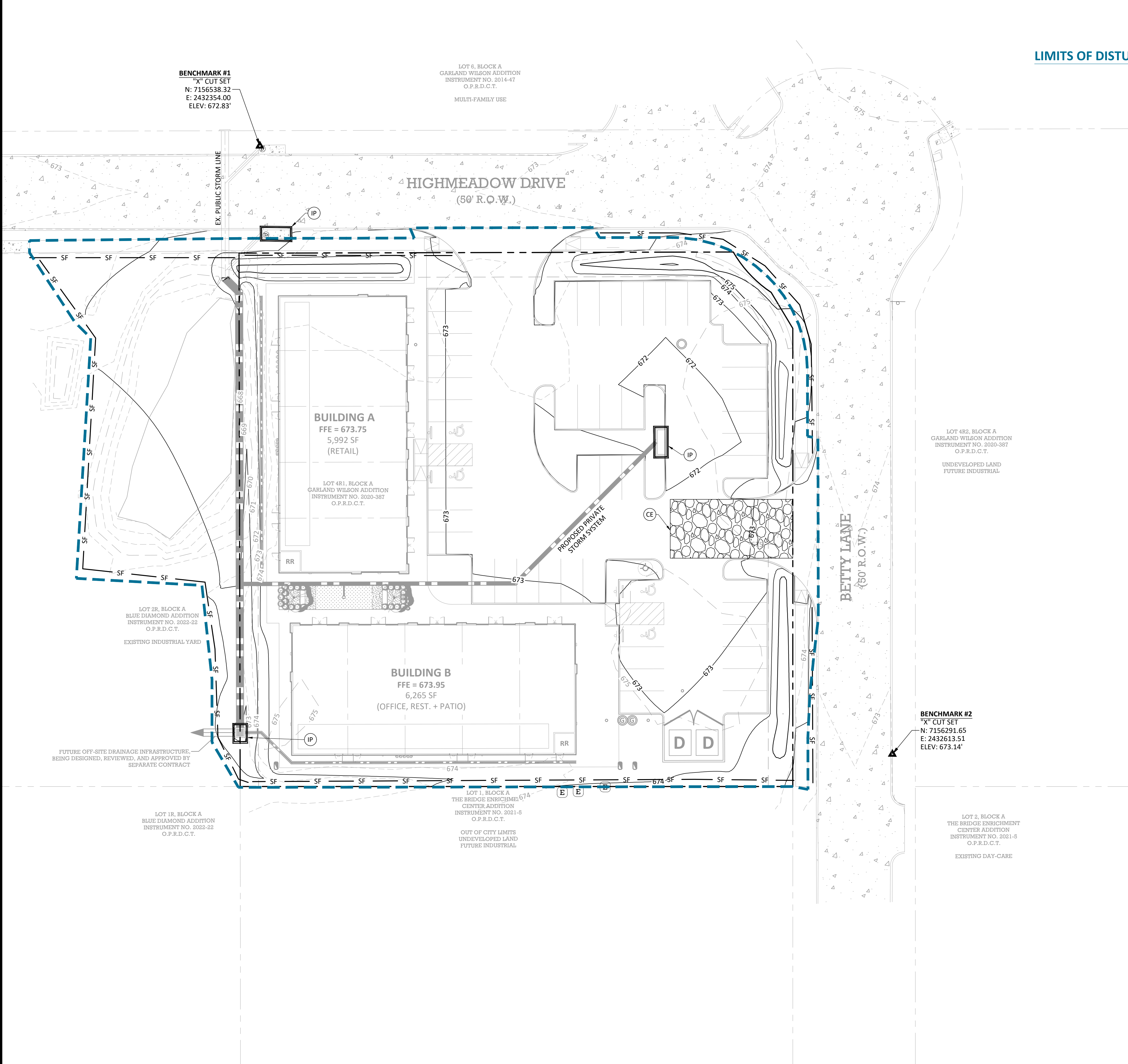
**SANITARY SEWER  
PROFILES**

SHEET NUMBER:

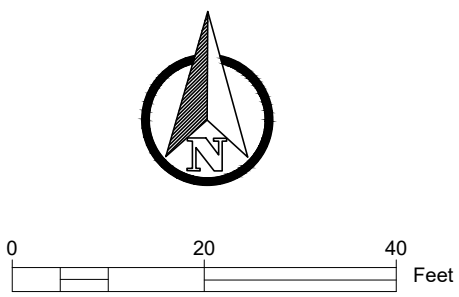
**C3.01**

BEAR LAND COMPANY





LIMITS OF DISTURBANCE = 1.43 AC



**LEGEND**

|                        |             |
|------------------------|-------------|
| PROPERTY LINE          | ---         |
| ADJACENT PROPERTY LINE | ---         |
| EASEMENT LINE          | ---         |
| EXISTING CONTOUR       | --- 100 --- |
| PROPOSED CONTOUR       | --- 100 --- |
| PROPOSED SWALE         | ---         |
| LIMITS OF DISTURBANCE  | ---         |
| EXISTING OHE           | ---         |
| SILT FENCE             | SF SF       |
| INLET PROTECTION       | IP          |
| CONSTRUCTION ENTRANCE  | CE          |
| SEEDING AREA           | ---         |

- EROSION CONTROL NOTES**
- REFERENCE GENERAL NOTES SHEET FOR ADDITIONAL NOTES.
  - EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES.
  - ALL EROSION CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS OF THIS PROJECT. CHANGES ARE TO BE APPROVED BY THE CITY AND ENGINEER PRIOR TO THE START OF CONSTRUCTION.
  - CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL MEASURES, AS NECESSARY, TO CONTROL ON-SITE SEDIMENT TO THE STANDARD WHICH THE CITY INSPECTOR REQUIRES, AT NO ADDITIONAL COST TO THE OWNER.
  - IF OFF-SITE BORROW OR SPOIL SITES ARE USED IN CONJUNCTION WITH THIS PROJECT, THEY SHALL ADHERE TO ALL REQUIREMENTS SET FORTH BY AUBREY AND SHALL BE STABILIZED WITH PERMANENT GROUND COVER PRIOR TO FINAL APPROVAL OF THE PROJECT.
  - NO STEEL POSTS ARE ALLOWED IN THE PUBLIC R.O.W.
  - CONTRACTOR SHALL ENSURE NO PONDING OCCURS IN THE PUBLIC R.O.W. AT ANY TIME DURING CONSTRUCTION.
  - CONTRACTOR SHALL ADHERE TO ALL SWPPP REQUIREMENTS.

- EROSION CONTROL PHASING**
- INSTALL PHASE 1 EROSION CONTROL DEVICES
  - DEMOLITION AND ROUGH GRADING
  - UNDERGROUND UTILITY INSTALLATION
  - PAVING OPERATIONS
  - CONTRACTOR TO RE-STABILIZE AND RE-VEGETATE ALL DISTURBED AREAS PRIOR TO FINAL ACCEPTANCE. FINAL STABILIZATION THROUGH VEGETATION WILL REQUIRE 100% COVERAGE AT 70% DENSITY
  - TEST AND VERIFY PERMANENT EROSION CONTROL MEASURES
  - REMOVER TEMPORARY BEST MANAGEMENT PRACTICES (BMPs)

- SWPPP ACKNOWLEDGEMENT**
- THE GC MUST UPDATE THE SWPPP TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE. UPDATES SHOULD BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR:
- BMP INSTALLATION;
  - MODIFICATION OR REMOVAL;
  - CONSTRUCTION ACTIVITIES;
  - CLEARING, GRUBBING, OR GRADING;
  - OR TEMPORARY OR PERMANENT STABILIZATION.

**BEAR LAND CO.**  
TBPE FIRM NUMBER:  
**F-22218**

PROFESSIONAL SEAL:

REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)

Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT HIGH MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

**EROSION CONTROL PLAN**

SHEET NUMBER:

**C4.00**

BEAR LAND COMPANY



CARSON VALVE & METER BOXES 3800

**Carson 1200 Jumbo Series Valve Boxes**

• Meter box  
• 6" body extension  
• Bolt down cover

| ITEM     | DESCRIPTION                      |
|----------|----------------------------------|
| 38001360 | 1220 CARSON 6IN EXT BOX/LID      |
| 38001385 | 1220 CARSON 6IN EXT BOX ONLY     |
| 38001410 | 1220 CARSON JUMBO BOX/LID        |
| 38001415 | 1220 CARSON JUMBO BOX ONLY       |
| 38001420 | 1220 CARSON JUMBO LID ONLY       |
| 38001440 | 1220 CARSON JUMBO RCLMD BOX/LID  |
| 38001450 | 1220 CARSON JUMBO RCLMD LID ONLY |
| 38001460 | 1220 CARSON 6IN TAN EXT BOX/LID  |
| 38001465 | 1220 CARSON 6IN TAN EXT ONLY     |
| 38001470 | 1220 CARSON JUMBO TAN BOX/LID    |
| 38001480 | 1220 CARSON JUMBO TAN LID ONLY   |
| 38001490 | 1220 CARSON JUMBO BLK BOX/LID    |

**1324 Series Valve boxes**

• 12" Meter box  
• Bolt down cover

| ITEM     | DESCRIPTION                    |
|----------|--------------------------------|
| 38001610 | 1324 CARSON 12IN GREEN BOX/LID |
| 38001620 | 1324 CARSON GREEN LID ONLY     |

**1730 Series Meter Box**

• 12" Meter box  
• 18" Meter box  
• Bolt down cover

| ITEM     | DESCRIPTION                    |
|----------|--------------------------------|
| 38001810 | 1730 CARSON 12IN GREEN BOX/LID |
| 38001820 | 1730 CARSON GREEN LID ONLY     |
| 38001840 | 1730 CARSON 18IN GREEN BOX/LID |

**CARSON HosEnclose**

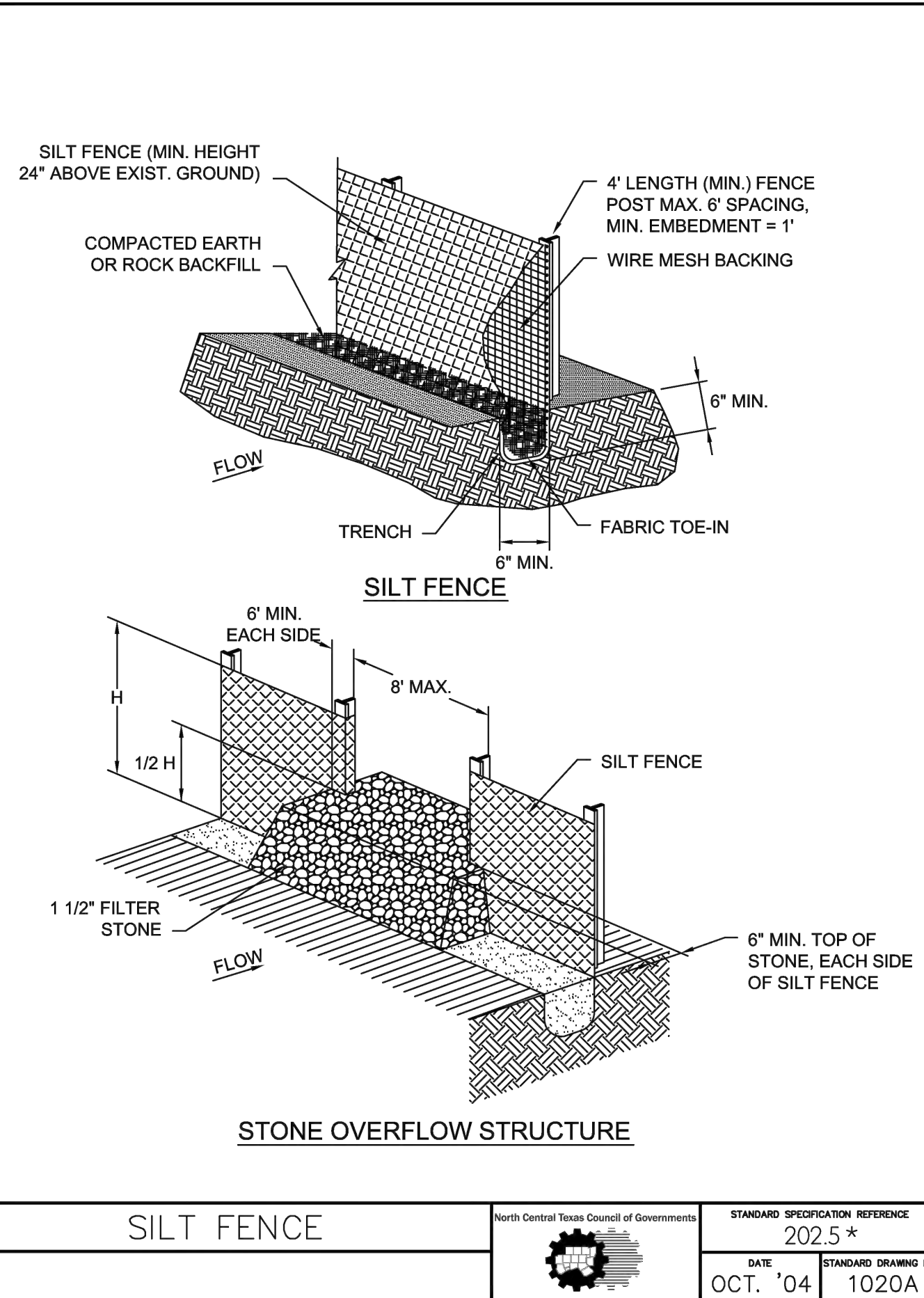
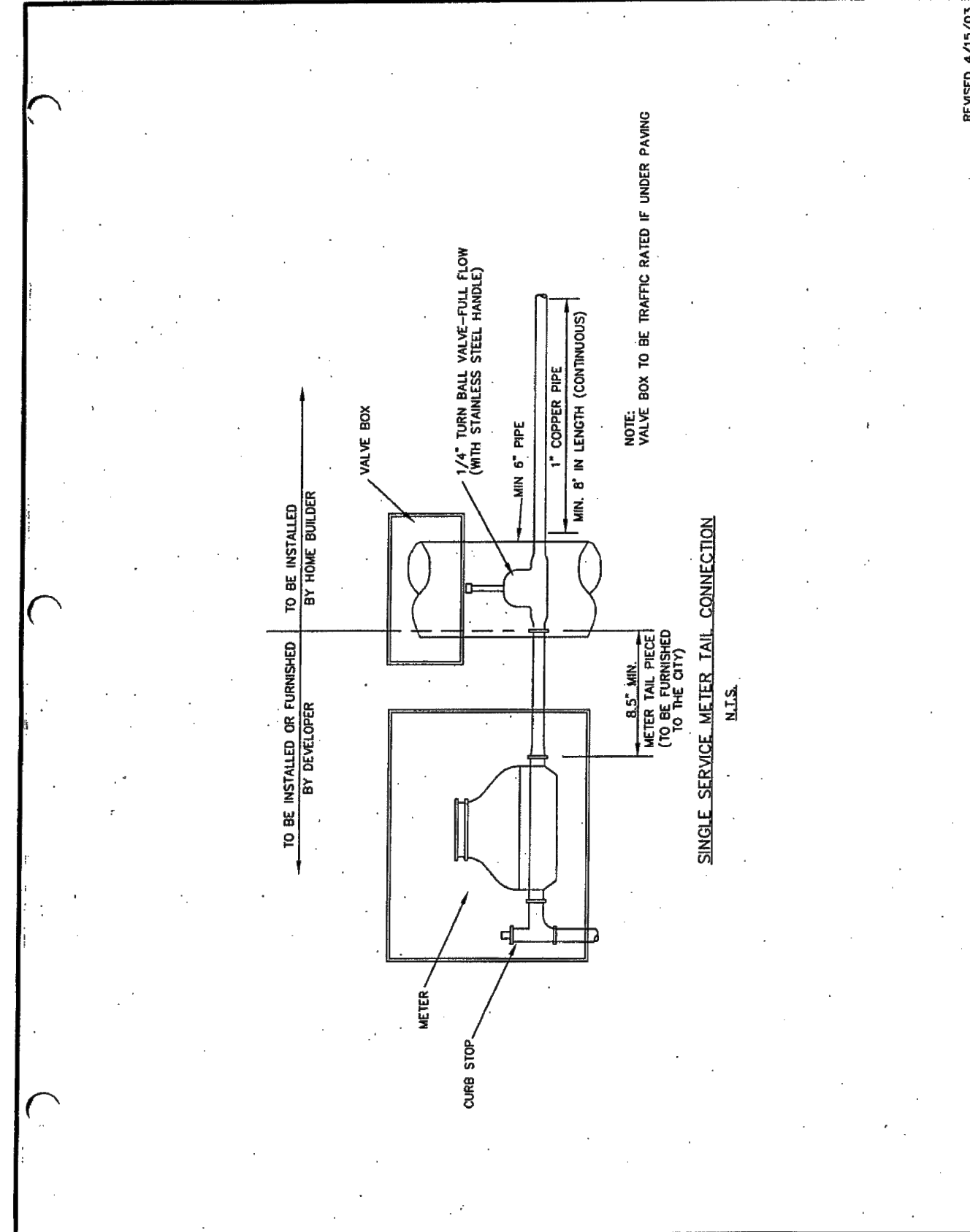
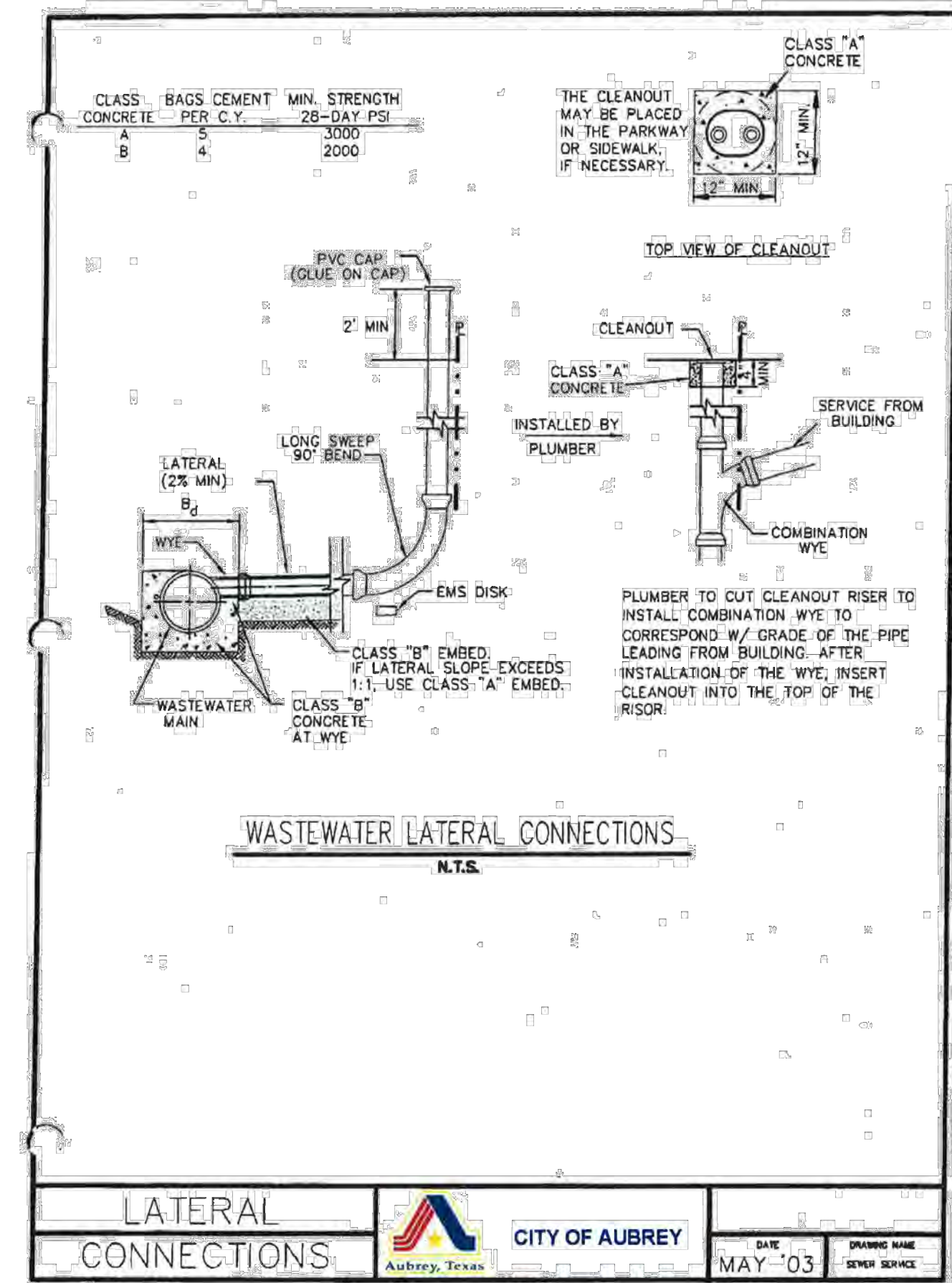
Conveniently stores a garden hose just below ground level and consists of a high-density polyethylene enclosure, a 50-ft. coiled garden hose, a spray nozzle and PVC plumbing, all provided in one complete package. HosEnclose is installed below ground level anywhere in the yard with only the lid exposed. When closed, the lid will support foot traffic.

The PVC plumbing assembly (pipe and water valve) is all built-in, ready for connection to a water line. Adding one or more to a landscape irrigation system is simplified with the included 1/2" PVC union connector. HosEnclose is backed by a 5-year limited warranty, excluding hose and nozzle.

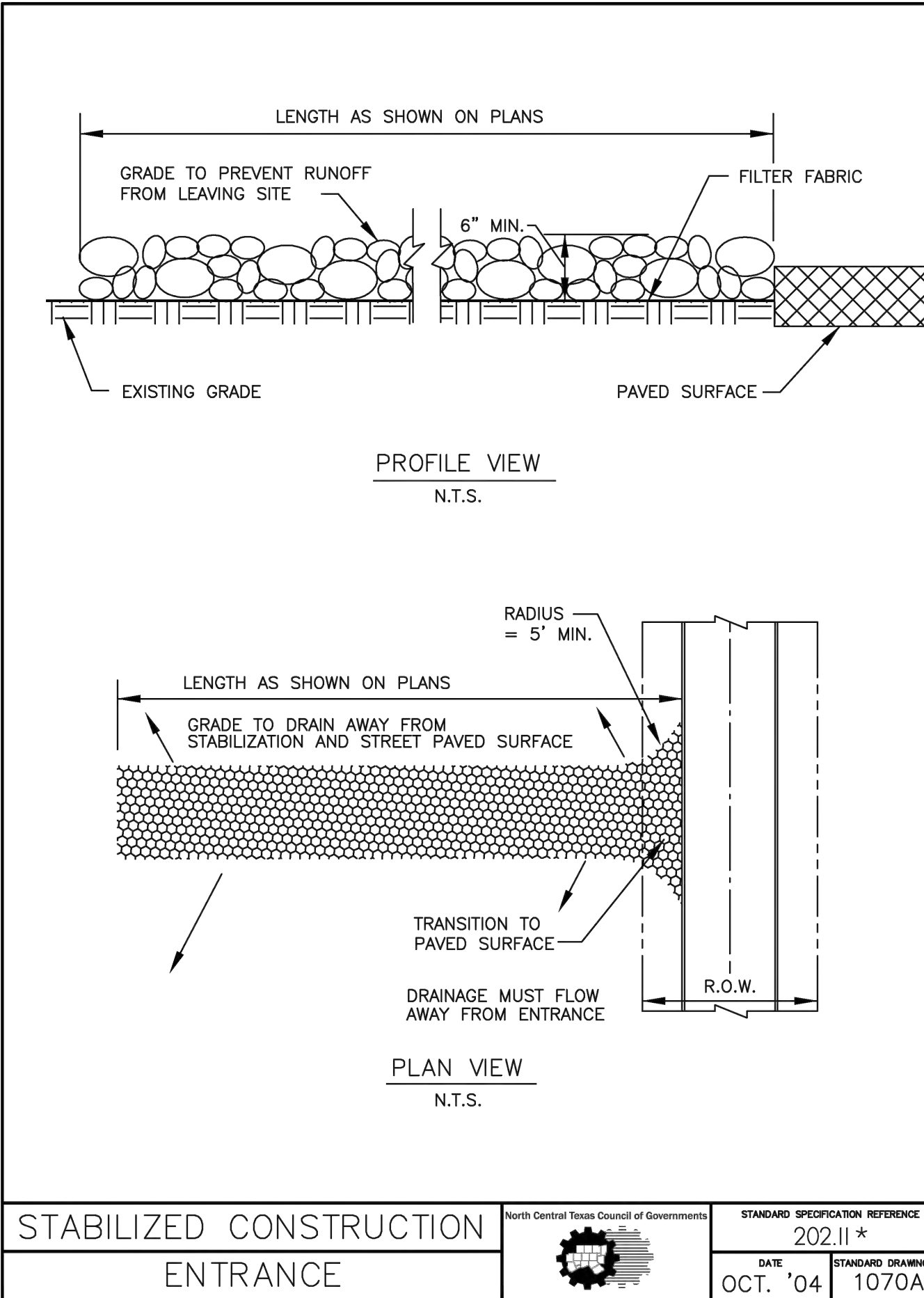
| ITEM     | DESCRIPTION                      |
|----------|----------------------------------|
| 38002510 | STAND GREEN HOSE/ENCLOSE W/50FT  |
| 38002530 | JUMBO GREEN HOSE/ENCLOSE W/100FT |
| 38002540 | STAND TAN HOSE/ENCLOSE W/50FT    |
| 38002560 | JUMBO TAN HOSE/ENCLOSE W/100FT   |

**Carson 6" Econo Box**

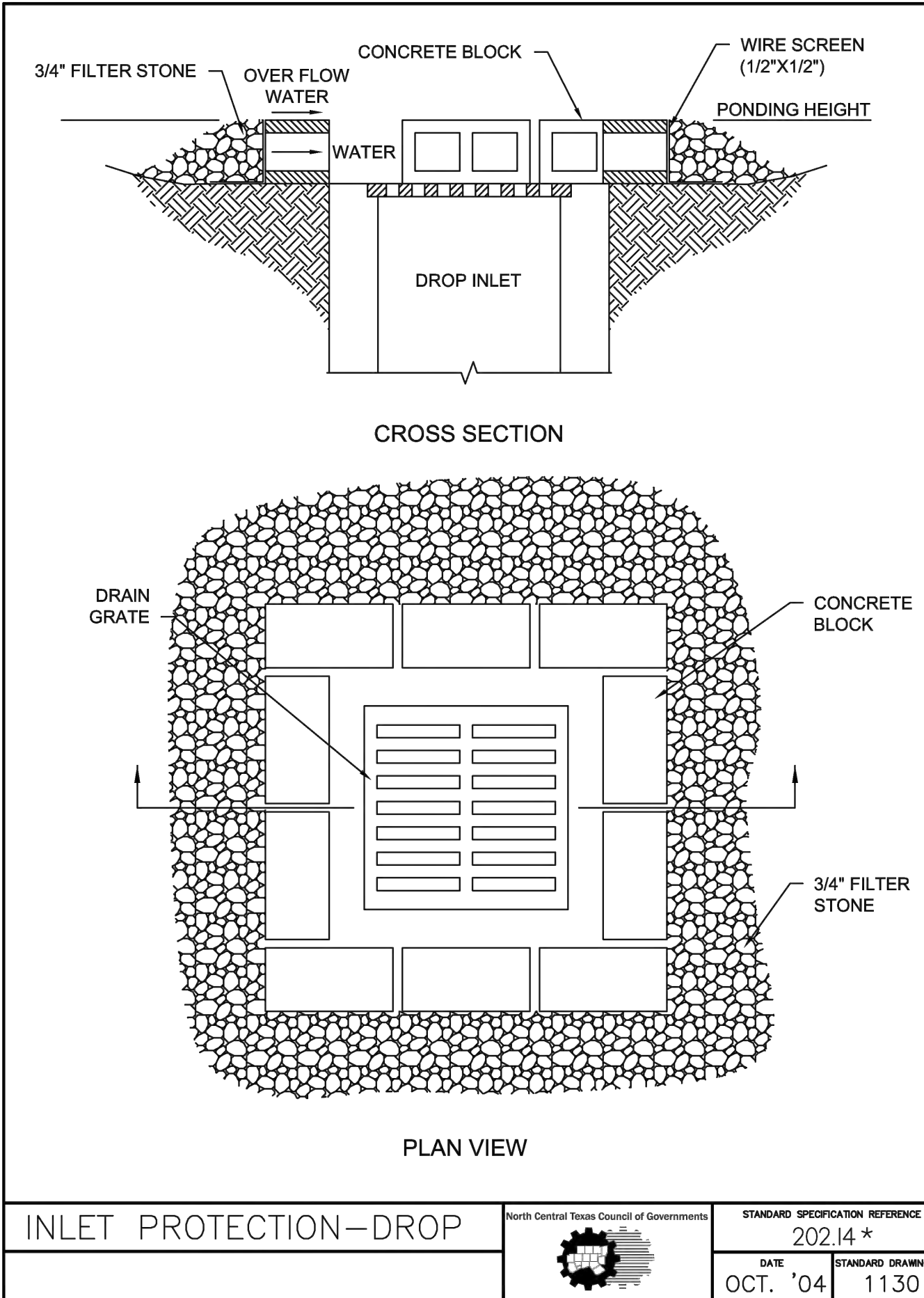
ITEM DESCRIPTION  
38000810 6 IN LUP ECONO VLV BOX W/LID



\*Section II Standard Drawings as of October 2004. Reference number only has been updated for Fifth Edition Specifications. Public Works Construction Standards North Central Texas, Fifth Edition.



\*Section II Standard Drawings as of October 2004. Reference number only has been updated for Fifth Edition Specifications. Public Works Construction Standards North Central Texas, Fifth Edition.

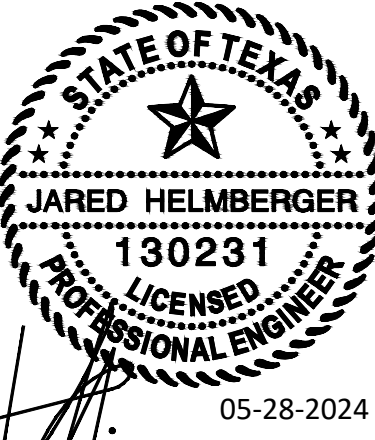


\*Section II Standard Drawings as of October 2004. Reference number only has been updated for Fifth Edition Specifications. Public Works Construction Standards North Central Texas, Fifth Edition.



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

BM#1 - "X" CUT SET  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
BM#2 - "X" CUT SET  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



PROJECT INFORMATION:

SHOPS AT  
HIGH  
MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

CONSTRUCTION  
DETAILS

SHEET NUMBER:

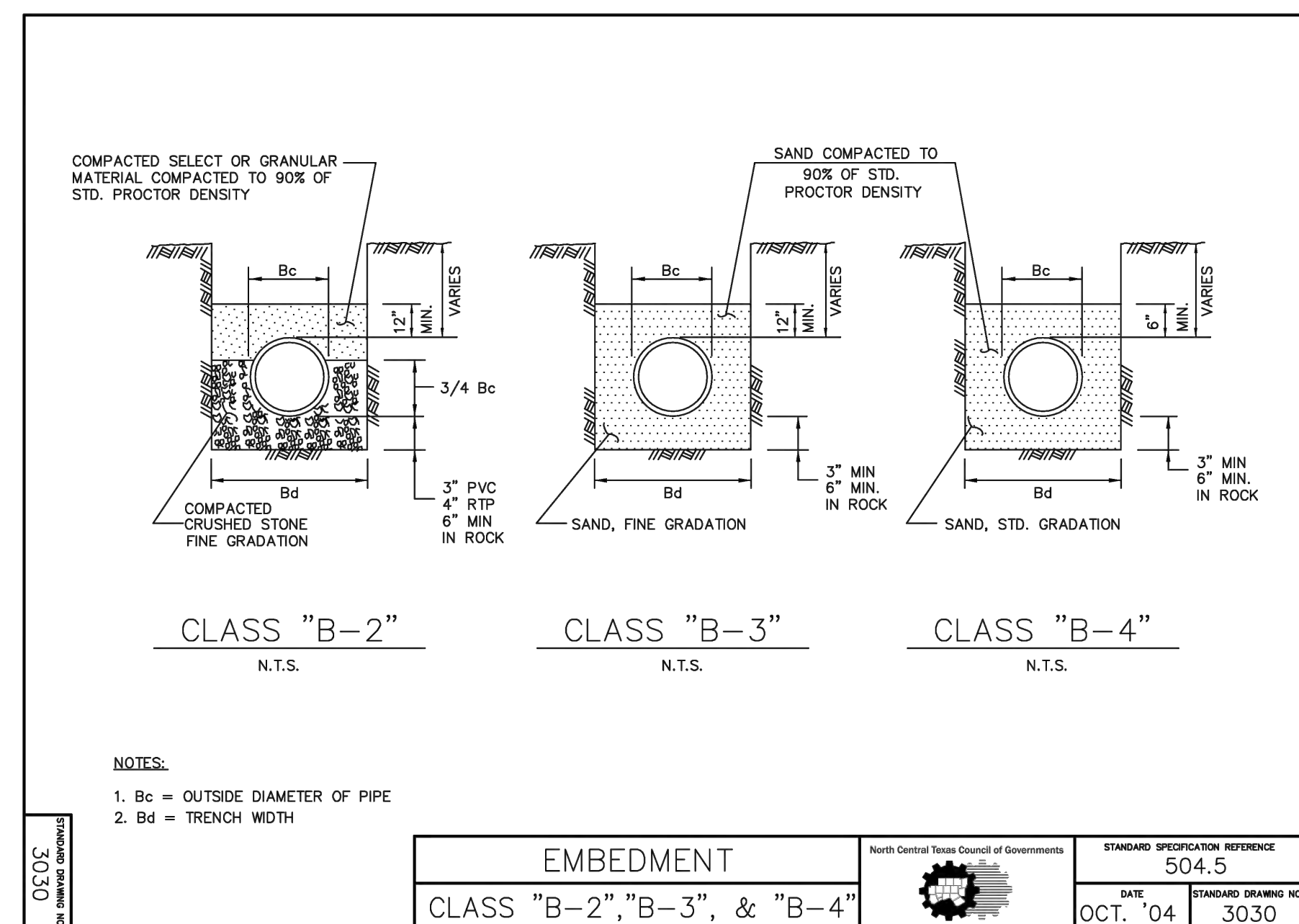
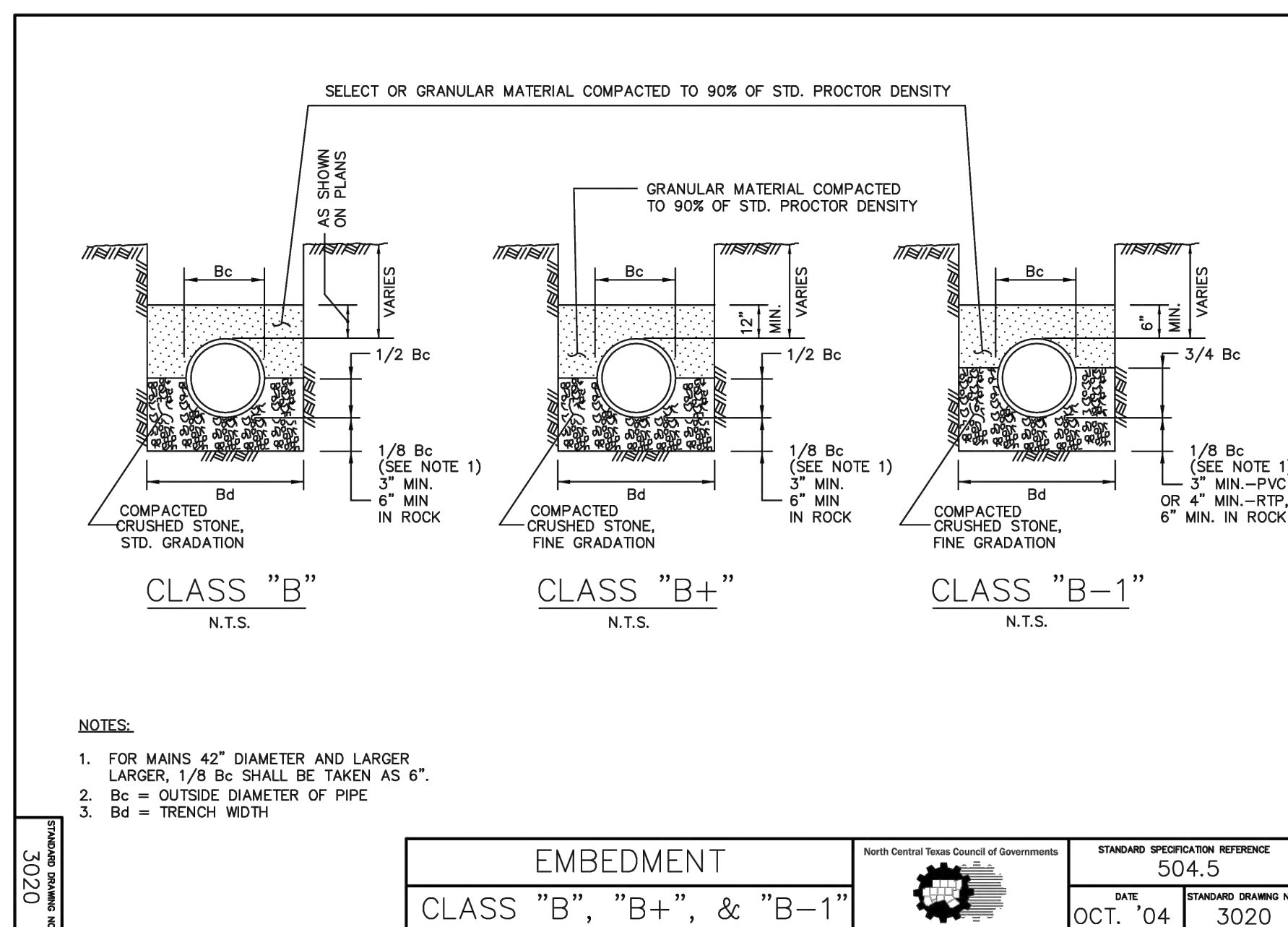
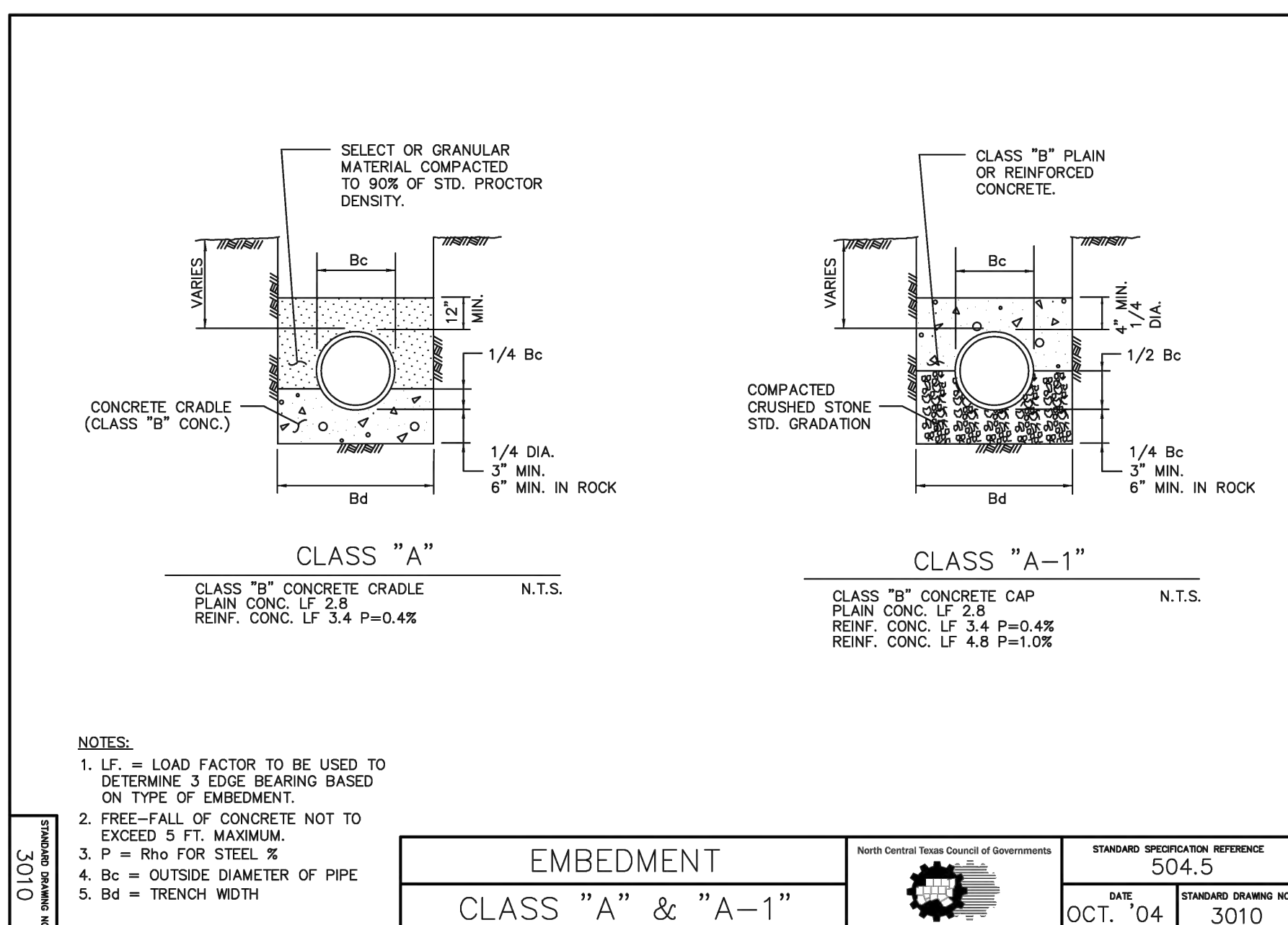
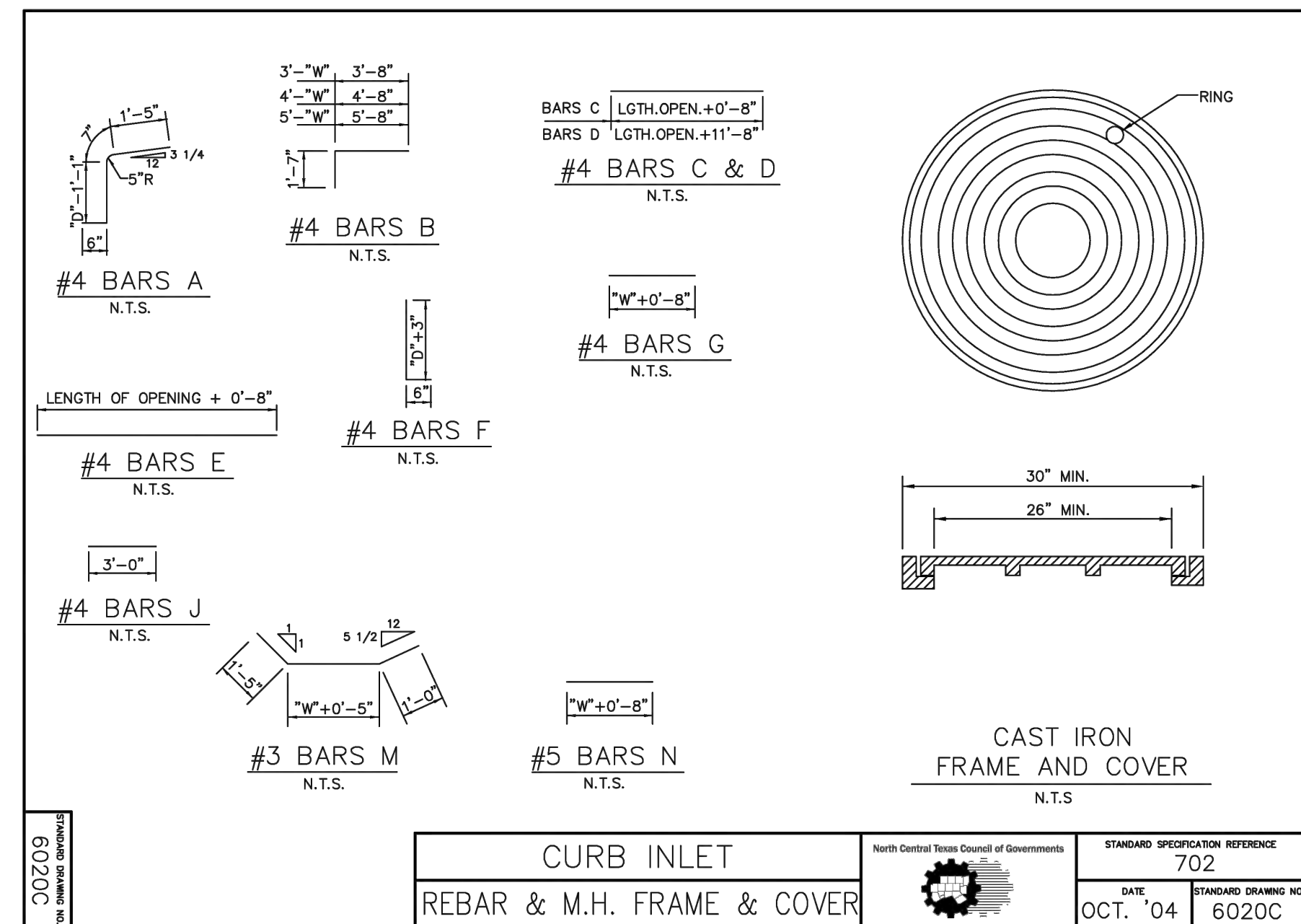
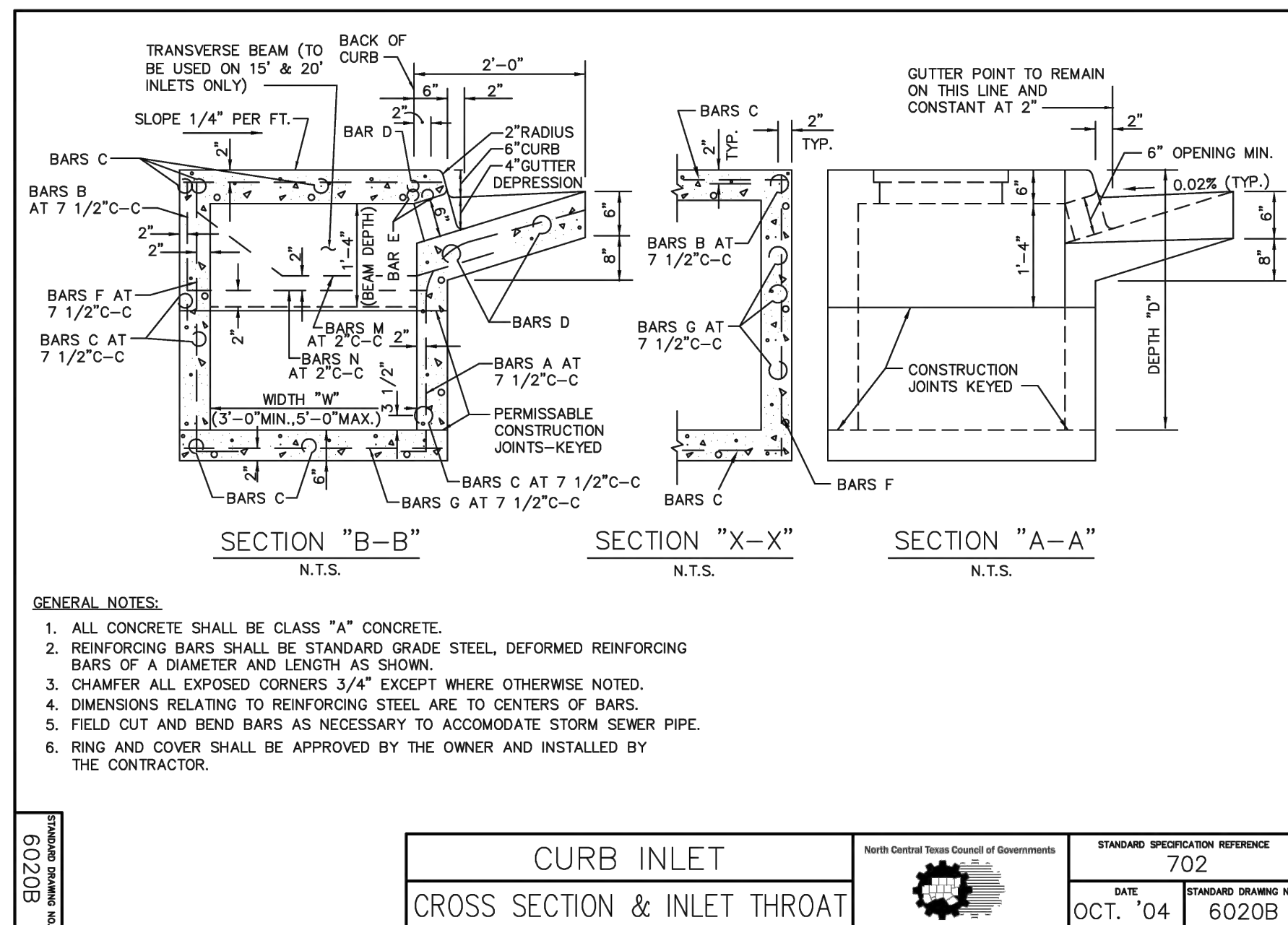
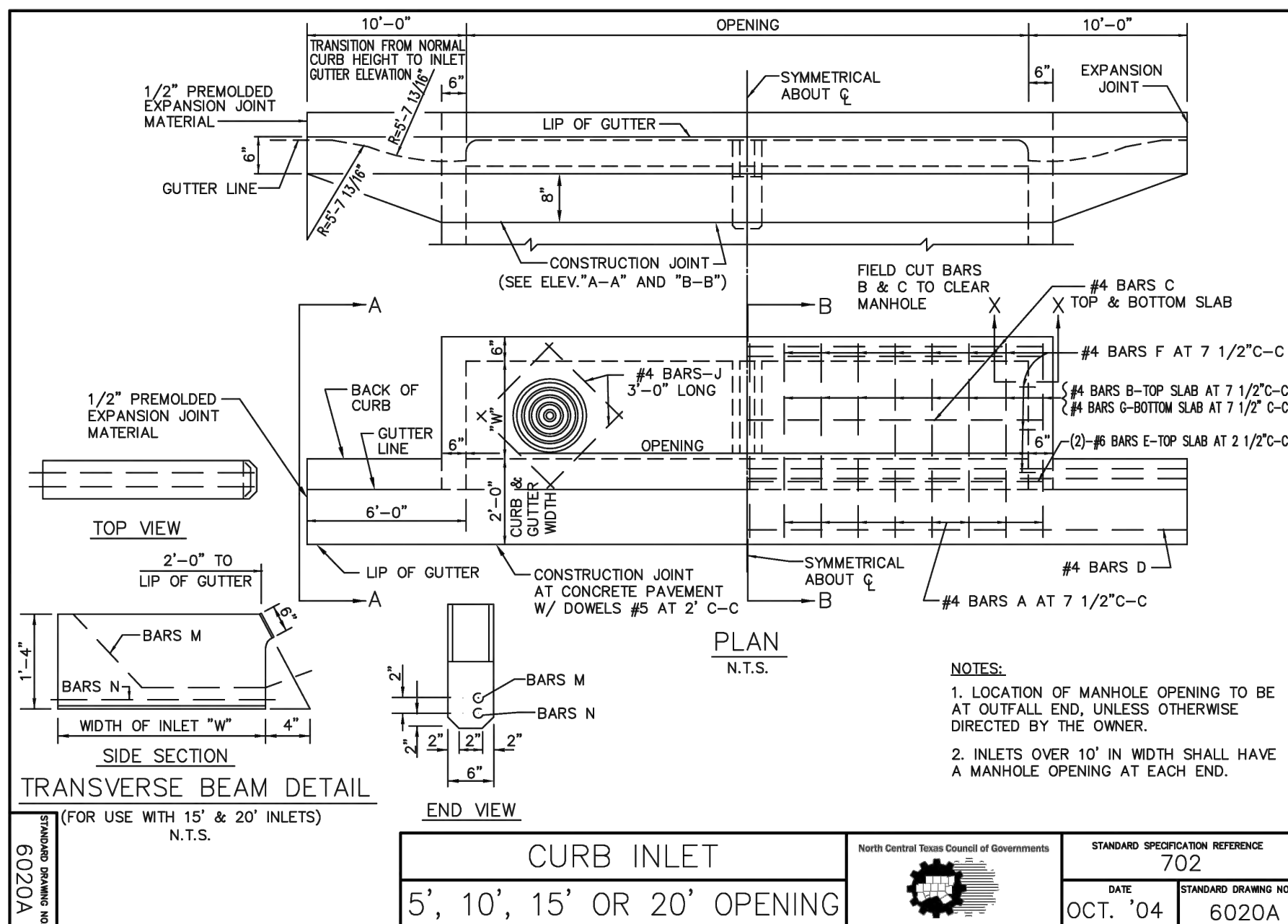
C5.00





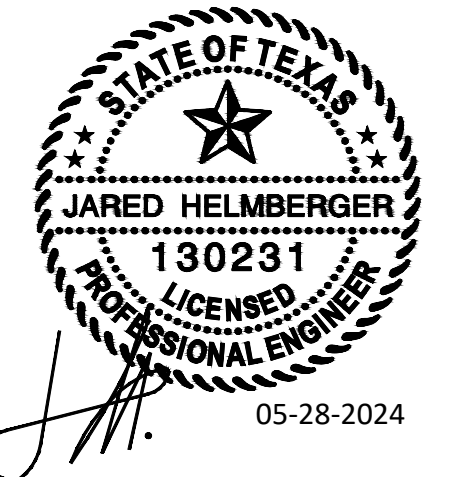


AUBREY INLET COVER SHALL BE  
BASS & HAYS COVER NO.  
30024C82LID WITH FRAME NO.  
28024R RING



**BEAR LAND CO.**  
TBPE FIRM NUMBER:  
**F-22218**

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's **below**.  
Call before you dig.

PROJECT INFORMATION:

## SHOPS AT HIGH MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

## CONSTRUCTION DETAILS

SHEET NUMBER:

## C5.02





BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

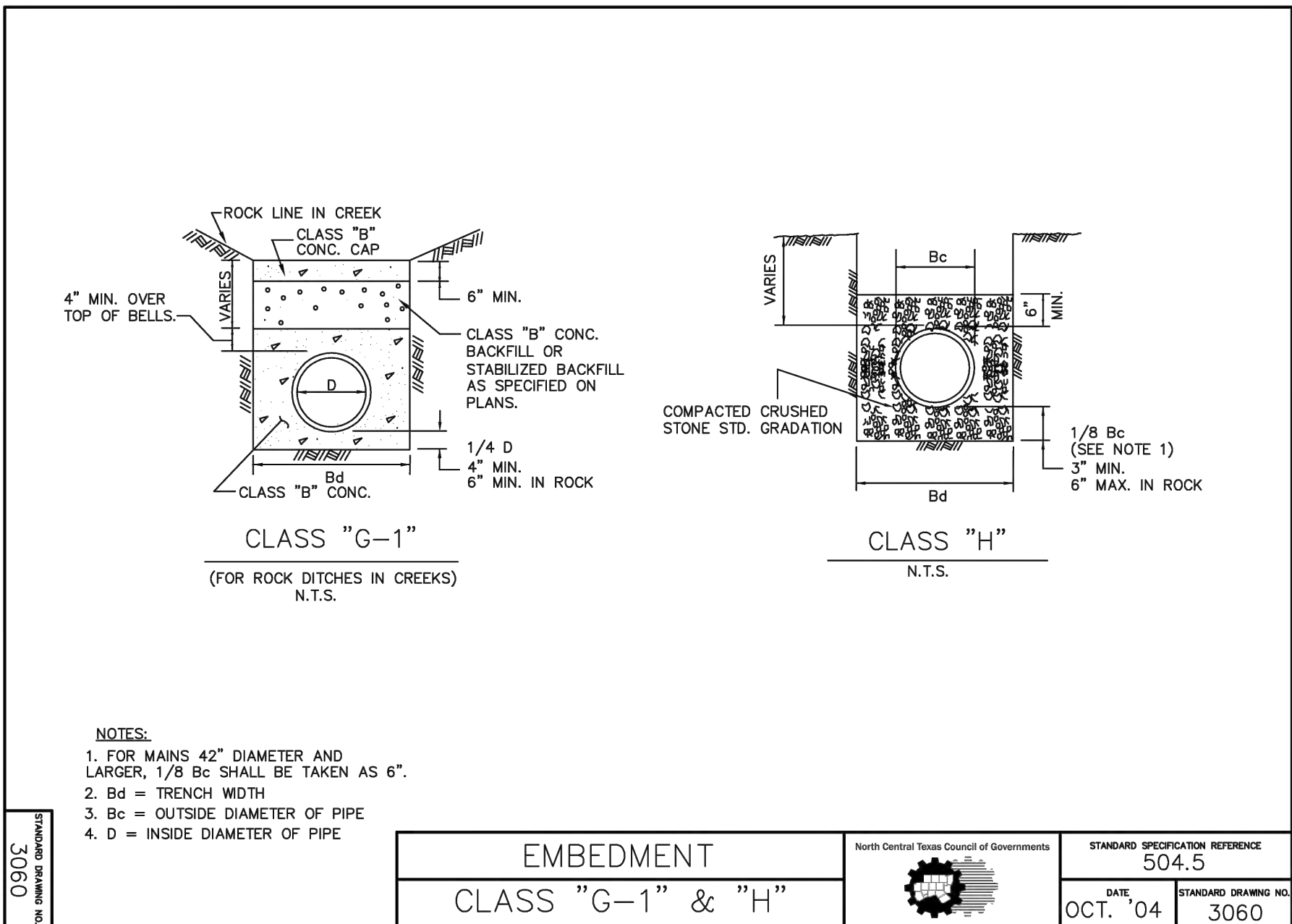
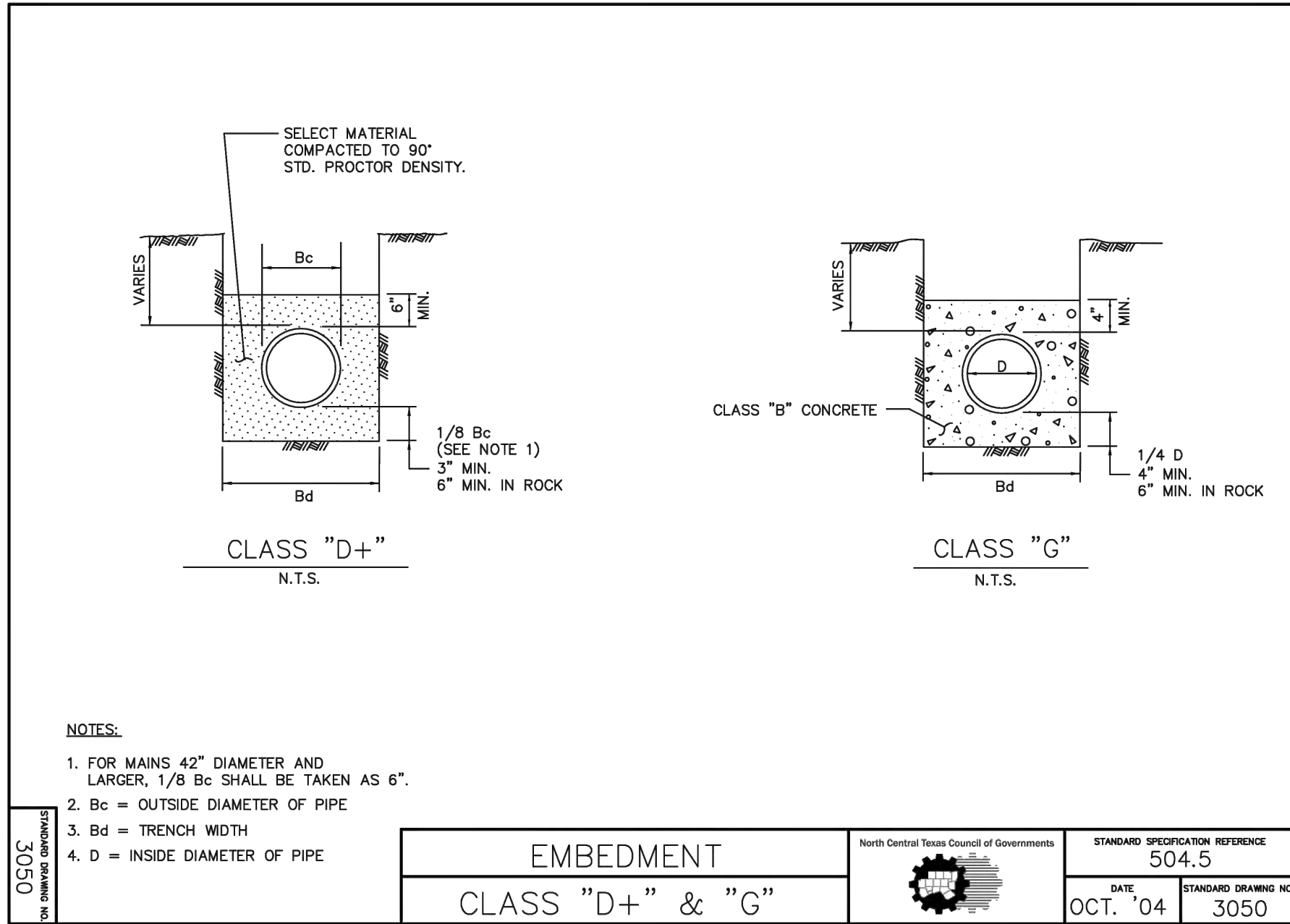
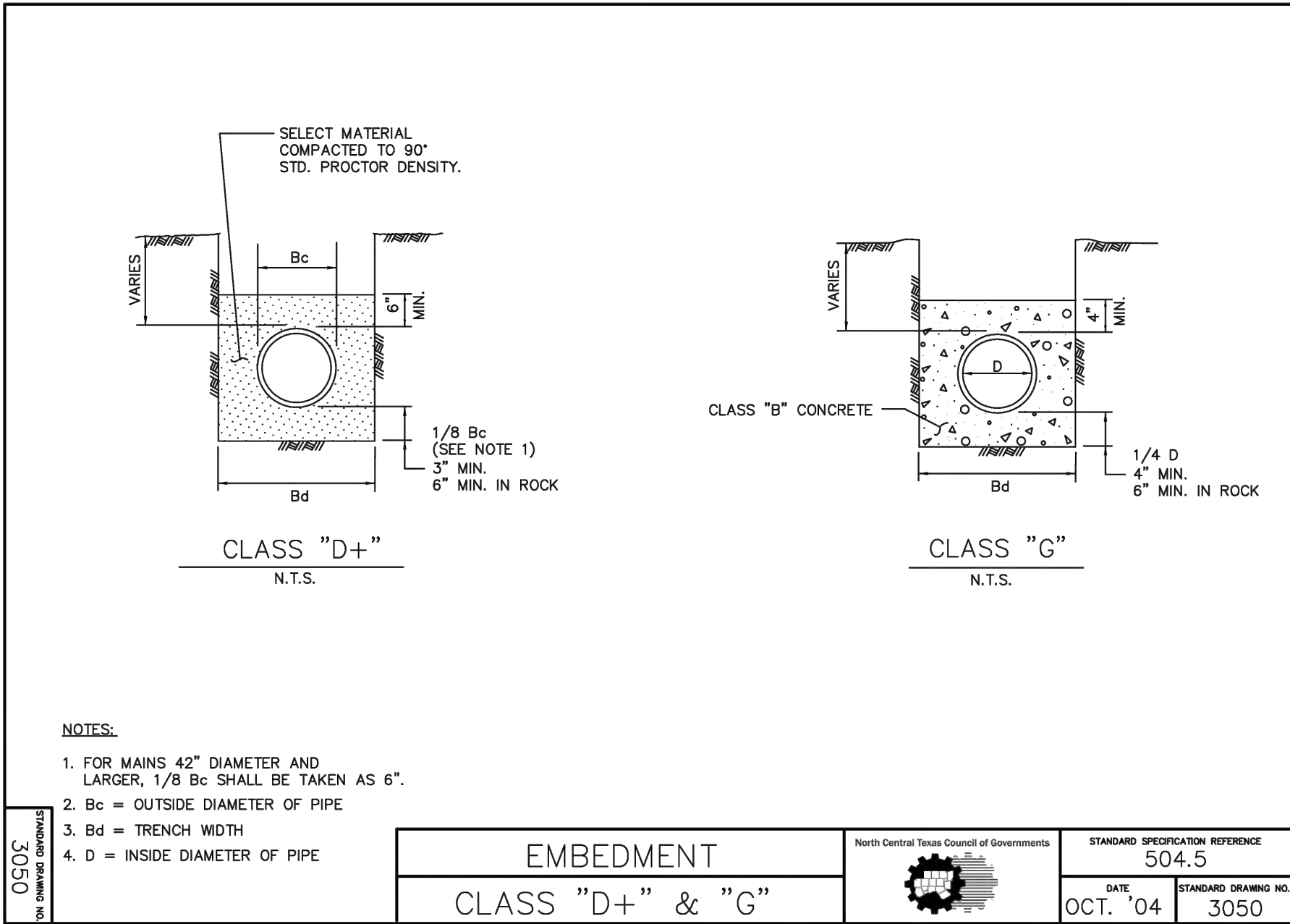
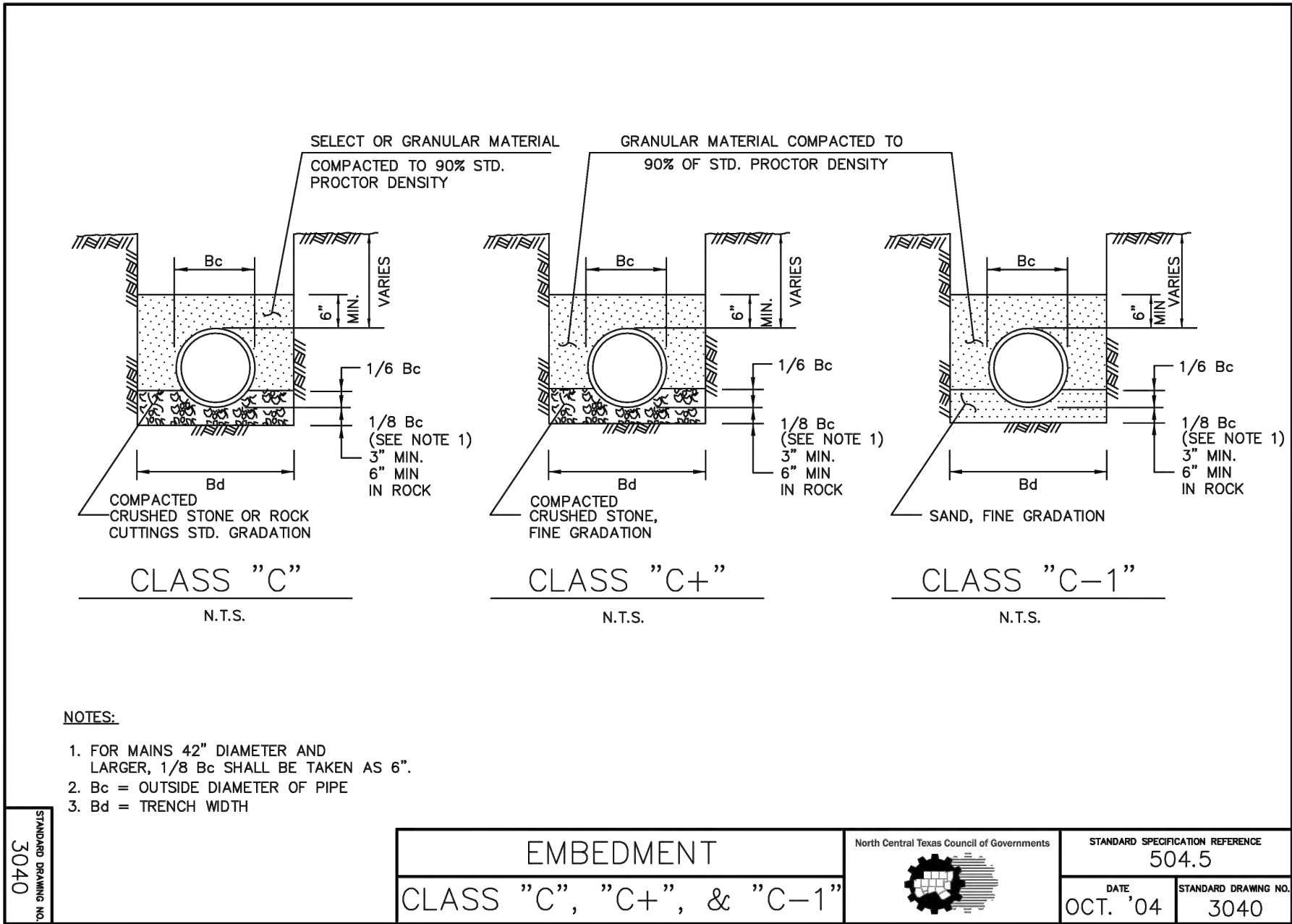
OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

**CONSTRUCTION  
DETAILS**

SHEET NUMBER:

**C5.03**



| $\Delta = 11.25^\circ$ |            |                  |            |            |                |            |            |                |               | $\Delta = 22.50^\circ$ |                  |            |            |                |            |            |                |  |  |
|------------------------|------------|------------------|------------|------------|----------------|------------|------------|----------------|---------------|------------------------|------------------|------------|------------|----------------|------------|------------|----------------|--|--|
| I.D.<br>(IN.)          | C<br>(FT.) | THRUST<br>(TONS) | EARTH      |            |                | ROCK       |            |                | I.D.<br>(IN.) | C<br>(FT.)             | THRUST<br>(TONS) | EARTH      |            |                | ROCK       |            |                |  |  |
|                        |            |                  | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) |               |                        |                  | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) |  |  |
| 4,6.8                  | 0.4        | 1.0              | 1.0        | 1.5        | 0.1            | 1.0        | 1.0        | 0.1            | 4,6.8         | 0.8                    | 2.0              | 1.5        | 1.5        | 0.1            | 1.0        | 1.0        | 0.1            |  |  |
| 10,12                  | 0.6        | 2.2              | 1.5        | 1.5        | 0.1            | 1.0        | 1.5        | 0.1            | 10,12         | 1.1                    | 4.4              | 2.0        | 2.5        | 0.3            | 1.5        | 1.5        | 0.1            |  |  |
| 16,18                  | 0.8        | 5.0              | 2.0        | 2.5        | 0.3            | 1.5        | 2.0        | 0.2            | 16,18         | 1.6                    | 9.9              | 3.0        | 3.5        | 0.6            | 2.0        | 2.5        | 0.3            |  |  |
| 20                     | 0.9        | 6.2              | 2.0        | 3.5        | 0.4            | 1.5        | 3.0        | 0.3            | 20            | 1.8                    | 12.3             | 3.5        | 3.5        | 0.7            | 2.0        | 3.0        | 0.4            |  |  |
| 24                     | 1.1        | 8.9              | 3.0        | 3.5        | 0.5            | 1.5        | 3.0        | 0.3            | 24            | 2.2                    | 17.7             | 4.0        | 4.5        | 1.0            | 3.0        | 3.5        | 0.5            |  |  |
| 30                     | 1.4        | 10.4             | 3.0        | 3.5        | 0.6            | 2.0        | 3.5        | 0.4            | 30            | 2.7                    | 20.7             | 5.0        | 4.5        | 1.5            | 3.0        | 4.0        | 0.8            |  |  |
| 36                     | 1.7        | 15.0             | 3.5        | 4.5        | 0.9            | 2.0        | 4.0        | 0.5            | 36            | 3.3                    | 29.8             | 5.5        | 5.5        | 2.3            | 4.0        | 4.0        | 1.3            |  |  |
| 42                     | 1.9        | 20.4             | 4.5        | 5.0        | 1.5            | 2.5        | 5.0        | 0.8            | 42            | 3.6                    | 40.5             | 7.0        | 6.0        | 3.9            | 4.5        | 5.0        | 2.1            |  |  |
| 48                     | 2.2        | 26.6             | 4.5        | 6.0        | 2.0            | 3.0        | 6.0        | 1.1            | 48            | 4.4                    | 52.9             | 8.0        | 7.0        | 5.7            | 4.5        | 6.0        | 2.8            |  |  |
| 54                     | 2.5        | 33.7             | 6.0        | 6.0        | 3.0            | 3.0        | 6.0        | 1.4            | 54            | 4.5                    | 62.7             | 9.0        | 8.0        | 8.0            | 6.0        | 6.0        | 4.1            |  |  |
| 60                     | 2.7        | 41.6             | 6.0        | 7.0        | 3.8            | 3.0        | 7.0        | 1.8            | 60            | 5.5                    | 87.0             | 9.5        | 9.0        | 10.6           | 6.0        | 7.0        | 5.3            |  |  |
| 66                     | 3.0        | 50.3             | 6.5        | 8.0        | 5.1            | 3.5        | 8.0        | 2.7            | 66            | 6.0                    | 100.1            | 10.5       | 10.0       | 14.1           | 6.5        | 8.0        | 7.2            |  |  |
| 72                     | 3.3        | 59.9             | 7.5        | 8.0        | 6.3            | 4.0        | 8.0        | 3.3            | 72            | 6.6                    | 119.1            | 11.0       | 11.0       | 17.6           | 7.5        | 8.0        | 9.1            |  |  |
| 78                     | 3.6        | 70.2             | 8.0        | 9.0        | 8.1            | 4.0        | 9.0        | 3.9            | 78            | 7.1                    | 139.8            | 12.0       | 12.0       | 22.5           | 8.0        | 9.0        | 11.7           |  |  |
| 84                     | 3.8        | 81.5             | 8.5        | 10.0       | 10.3           | 4.5        | 10.0       | 5.3            | 84            | 7.6                    | 162.1            | 13.0       | 12.5       | 27.2           | 8.5        | 10.0       | 14.8           |  |  |
| 90                     | 4.1        | 93.5             | 9.5        | 10.0       | 12.2           | 5.0        | 10.0       | 6.3            | 90            | 8.2                    | 186.1            | 14.0       | 13.5       | 33.7           | 9.5        | 10.0       | 17.7           |  |  |
| 96                     | 4.4        | 106.4            | 10.0       | 11.0       | 15.0           | 5.0        | 11.0       | 7.4            | 96            | 8.7                    | 211.7            | 15.0       | 14.5       | 41.2           | 10.0       | 11.0       | 21.8           |  |  |

TABLES OF DIMENSIONS AND QUANTITIES

HORIZONTAL THRUST BLOCK

AT PIPE BEND

North Central Texas Council of Governments

STANDARD SPECIFICATION REFERENCE

502.4

DATE

OCT. '04

STANDARD DRAWING NO.

4010B

| $\Delta = 30^\circ$ |            |                  |            |            |                |            |            |                |               | $\Delta = 45^\circ$ |                  |            |            |                |            |            |                |  |  |
|---------------------|------------|------------------|------------|------------|----------------|------------|------------|----------------|---------------|---------------------|------------------|------------|------------|----------------|------------|------------|----------------|--|--|
| I.D.<br>(IN.)       | G<br>(FT.) | THRUST<br>(TONS) | EARTH      |            |                | ROCK       |            |                | I.D.<br>(IN.) | G<br>(FT.)          | THRUST<br>(TONS) | EARTH      |            |                | ROCK       |            |                |  |  |
|                     |            |                  | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) |               |                     |                  | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) |  |  |
| 4,6.8               | 1.0        | 2.6              | 2.0        | 1.5        | 0.2            | 1.0        | 1.5        | 0.1            | 4,6.8         | 1.5                 | 3.9              | 2.0        | 2.0        | 0.2            | 1.5        | 1.5        | 0.1            |  |  |
| 10,12               | 1.5        | 5.9              | 2.5        | 2.5        | 0.3            | 2.0        | 1.5        | 0.2            | 10,12         | 2.2                 | 8.7              | 3.5        | 2.5        | 0.5            | 2.0        | 2.5        | 0.3            |  |  |
| 16,18               | 2.2        | 13.2             | 3.5        | 4.0        | 0.8            | 2.5        | 3.0        | 0.4            | 16,18         | 3.2                 | 19.5             | 4.5        | 4.5        | 1.2            | 3.0        | 3.5        | 0.6            |  |  |
| 20                  | 2.4        | 16.3             | 4.5        | 4.0        | 1.0            | 3.0        | 3.0        | 0.5            | 20            | 3.6                 | 24.1             | 5.5        | 4.5        | 1.5            | 3.5        | 3.5        | 0.7            |  |  |
| 24                  | 2.9        | 23.4             | 6.0        | 4.0        | 1.4            | 3.5        | 3.5        | 0.7            | 24            | 4.3                 | 34.6             | 8.0        | 4.5        | 2.3            | 4.5        | 4.0        | 1.1            |  |  |
| 30                  | 3.6        | 27.5             | 6.5        | 5.0        | 1.9            | 3.5        | 4.0        | 0.9            | 30            | 5.4                 | 40.6             | 8.5        | 5.0        | 3.2            | 5.5        | 4.0        | 1.6            |  |  |
| 36                  | 4.4        | 39.5             | 7.0        | 6.0        | 3.4            | 4.5        | 4.5        | 1.6            | 36            | 6.5                 | 58.5             | 10.0       | 6.0        | 5.3            | 6.5        | 4.5        | 2.6            |  |  |
| 42                  | 5.1        | 53.8             | 8.0        | 7.0        | 5.1            | 5.5        | 5.0        | 2.5            | 42            | 7.5                 | 79.6             | 11.5       | 7.0        | 8.1            | 8.0        | 5.0        | 4.2            |  |  |
| 48                  | 5.8        | 70.3             | 9.0        | 8.0        | 7.4            | 6.0        | 6.0        | 3.7            | 48            | 8.6                 | 104.0            | 13.0       | 8.0        | 11.9           | 9.0        | 6.0        | 6.3            |  |  |
| 54                  | 6.5        | 89.0             | 10.0       | 9.0        | 10.3           | 7.0        | 6.5        | 5.3            | 54            | 9.7                 | 131.5            | 15.0       | 9.0        | 17.1           | 10.5       | 6.5        | 8.9            |  |  |
| 60                  | 7.3        | 110.0            | 11.0       | 10.0       | 13.9           | 7.5        | 7.5        | 7.3            | 60            | 10.7                | 162.4            | 16.5       | 10.0       | 23.1           | 11.0       | 7.5        | 12.0           |  |  |
| 66                  | 8.0        | 132.9            | 12.5       | 11.0       | 18.9           | 8.5        | 8.0        | 9.6            | 66            | 11.8                | 196.5            | 18.0       | 11.0       | 30.1           | 12.0       | 8.5        | 16.2           |  |  |
| 72                  | 8.7        | 158.2            | 13.5       | 12.0       | 24.0           | 9.0        | 9.0        | 12.3           | 72            | 12.9                | 233.9            | 19.5       | 12.0       | 38.6           | 14.0       | 8.5        | 20.7           |  |  |
| 78                  | 9.4        | 185.6            | 14.5       | 13.0       | 30.0           | 10.0       | 9.5        | 15.6           | 78            | 13.9                | 274.5            | 21.5       | 13.0       | 49.8           | 14.5       | 9.5        | 25.9           |  |  |
| 84                  | 10.1       | 215.3            | 15.5       | 14.0       | 37.1           | 10.5       | 10.5       | 19.5           | 84            | 15.0                | 318.4            | 23.0       | 14.0       | 61.2           | 15.5       | 10.5       | 32.6           |  |  |
| 90                  | 10.9       | 247.1            | 16.5       | 15.0       | 45.0           | 11.5       | 11.0       | 23.9           | 90            | 16.1                | 365.5            | 24.5       | 15.0       | 74.5           | 17.5       | 10.5       | 39.6           |  |  |
| 96                  | 11.6       | 281.2            | 18.0       | 16.0       | 55.6           | 12.5       | 11.5       | 28.9           | 96            | 17.1                | 415.6            | 26.0       | 16.0       | 89.5           | 18.5       | 11.5       | 48.5           |  |  |

| $\Delta = 67.50^\circ$ |            |                  |            |            |                |            |            |                |               | $\Delta = 90^\circ$ |                  |            |            |                |            |            |                |  |  |
|------------------------|------------|------------------|------------|------------|----------------|------------|------------|----------------|---------------|---------------------|------------------|------------|------------|----------------|------------|------------|----------------|--|--|
| I.D.<br>(IN.)          | G<br>(FT.) | THRUST<br>(TONS) | EARTH      |            |                | ROCK       |            |                | I.D.<br>(IN.) | G<br>(FT.)          | THRUST<br>(TONS) | EARTH      |            |                | ROCK       |            |                |  |  |
|                        |            |                  | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) |               |                     |                  | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) |  |  |
| 4,6.8                  | 2.1        | 5.6              | 3.0        | 2.0        | 0.3            | 2.0        | 1.5        | 0.2            | 4,6.8         | 2.7                 | 7.1              | 5.0        | 1.5        | 0.4            | 2.0        | 0.2        |                |  |  |
| 10,12                  | 3.1        | 12.6             | 5.5        | 2.5        | 0.8            | 3.5        | 2.0        | 0.4            | 10,12         | 4.0                 | 16.0             | 6.5        | 2.5        | 1.0            | 3.5        | 2.5        |                |  |  |
| 16,18                  | 4.7        | 28.3             | 7.5        | 4.0        | 1.9            | 5.5        | 3.0        | 0.9            | 16,18         | 6.0                 | 36.0             | 9.0        | 4.0        | 2.4            | 4.5        | 4.0        |                |  |  |
| 20                     | 5.2        | 34.9             | 9.0        | 4.0        | 2.3            | 5.5        | 3.5        | 1.2            | 20            | 6.6                 | 44.4             | 10.0       | 4.5        | 3.1            | 6.0        | 4.5        |                |  |  |
| 24                     | 6.2        | 50.3             | 11.5       | 4.5        | 3.5            | 6.5        | 4.0        | 1.6            | 24            | 7.9                 | 64.0             | 14.5       | 4.5        | 4.0            | 8.0        | 2.1        |                |  |  |
| 30                     | 7.8        | 58.9             | 12.0       | 5.0        | 4.8            | 7.5        | 4.0        | 2.2            | 30            | 9.9                 | 75.0             | 15.5       | 5.0        | 6.7            | 10.0       | 4.0        |                |  |  |
| 36                     | 9.4        | 84.9             | 14.5       | 6.0        | 6.2            | 9.5        | 4.5        | 3.8            | 36            | 11.9                | 102.0            | 16.5       | 6.0        | 11.4           | 12.0       | 4.5        |                |  |  |
| 42                     | 10.9       | 115.5            | 17.0       | 7.0        | 8.2            | 11.0       | 5.5        | 5.3            | 42            | 13.9                | 147.0            | 21.0       | 7.0        | 17.8           | 14.0       | 5.5        |                |  |  |
| 48                     | 12.5       | 150.9            | 19.0       | 8.0        | 18.4           | 13.0       | 6.0        | 9.2            | 48            | 15.9                | 192.0            | 24.0       | 8.0        | 26.2           | 16.0       | 6.0        |                |  |  |
| 54                     | 14.0       | 191.0            | 21.5       | 9.0        | 26.0           | 15.0       | 6.5        | 12.9           | 54            | 17.9                | 243.0            | 27.0       | 9.0        | 36.9           | 18.0       | 7.0        |                |  |  |
| 60                     | 15.6       | 235.8            | 24.0       | 10.0       | 35.6           | 16.0       | 7.5        | 16.6           | 60            | 19.9                | 299.8            | 30.0       | 10.0       | 50.3           | 20.0       | 7.5        |                |  |  |
| 66                     | 17.1       | 285.3            | 26.0       | 11.0       | 46.0           | 18.0       | 8.0        | 23.0           | 66            | 21.8                | 362.8            | 33.0       | 11.0       | 66.2           | 22.0       | 8.5        |                |  |  |
| 72                     | 18.7       | 339.5            | 28.5       | 12.0       | 57.6           | 19.0       | 9.0        | 28.4           | 72            | 23.8                | 431.8            | 36.0       | 12.0       | 85.5           | 24.0       | 9.0        |                |  |  |
| 78                     | 20.2       | 398.5            | 31.0       | 13.0       | 75.2           | 21.0       | 9.5        | 37.4           | 78            | 25.7                | 506.7            | 39.0       | 13.0       | 108.2          | 26.0       | 10.0       |                |  |  |
| 84                     | 21.8       | 462.1            | 33.5       | 14.0       | 94.7           | 22.0       | 10.5       | 46.5           | 84            | 27.7                | 587.7            | 42.0       | 14.0       | 134.4          | 28.0       | 10.5       |                |  |  |
| 90                     | 23.3       | 530.5            | 35.5       | 15.0       | 114.4          | 24.5       | 11.0       | 58.2           | 90            | 29.6                | 674.6            | 45.0       | 15.0       | 164.9          | 30.0       | 11.5       |                |  |  |
| 96                     | 24.9       | 603.6            | 38.0       | 16.0       | 138.9          | 25.5       | 12.0       | 70.0           | 96            | 31.6                | 767.5            | 48.0       | 16.0       | 199.0          | 32.0       | 12.0       |                |  |  |

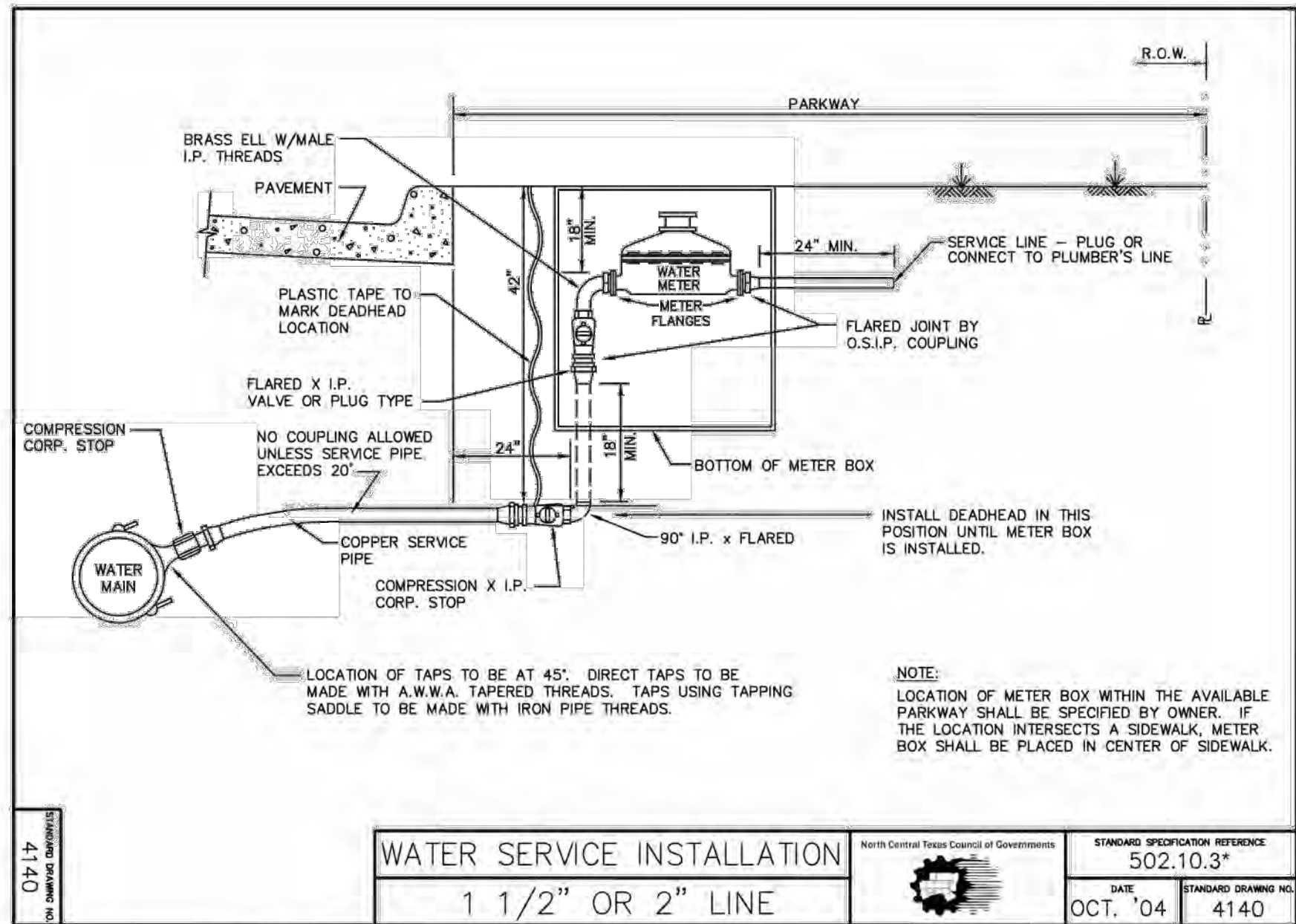
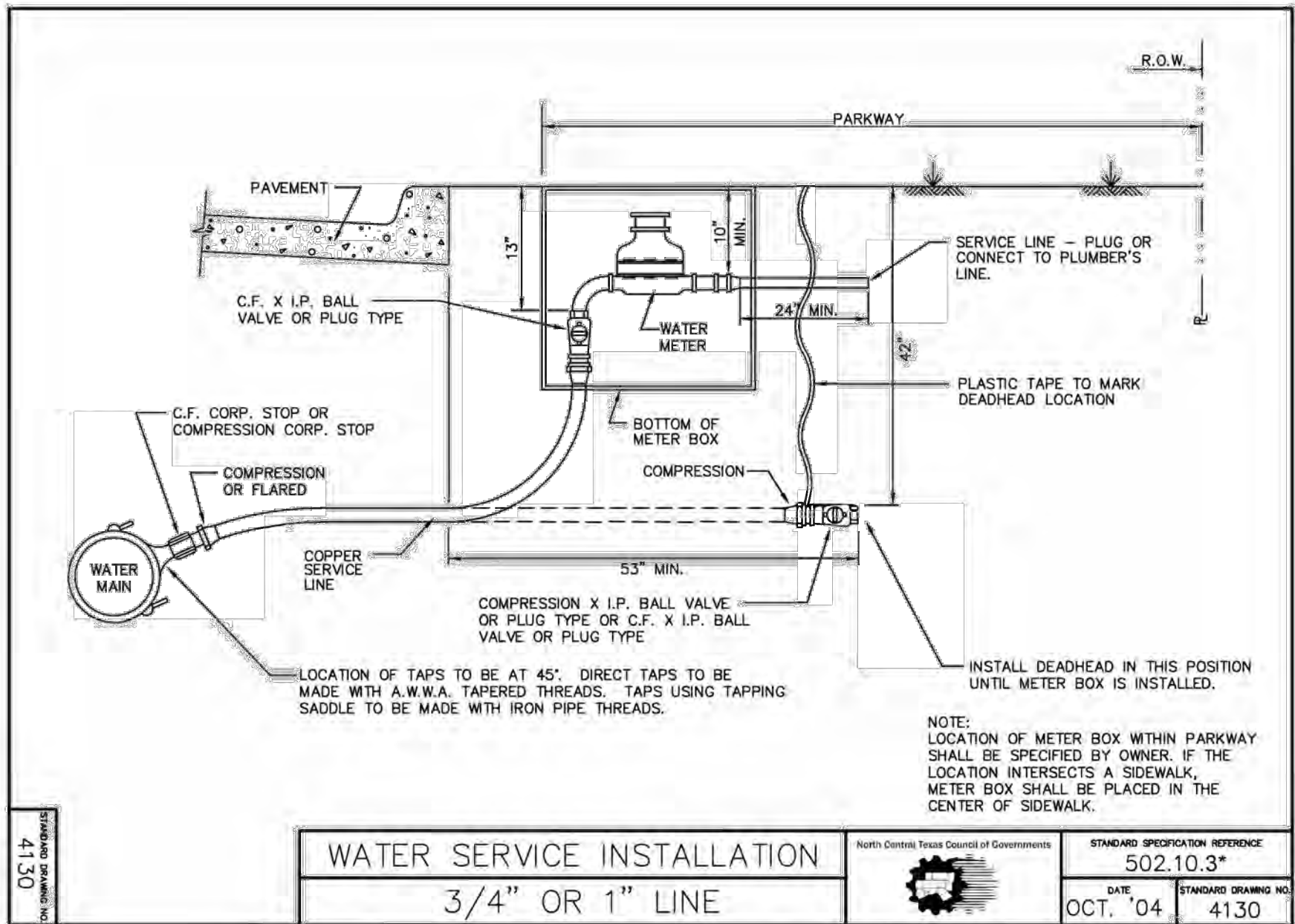
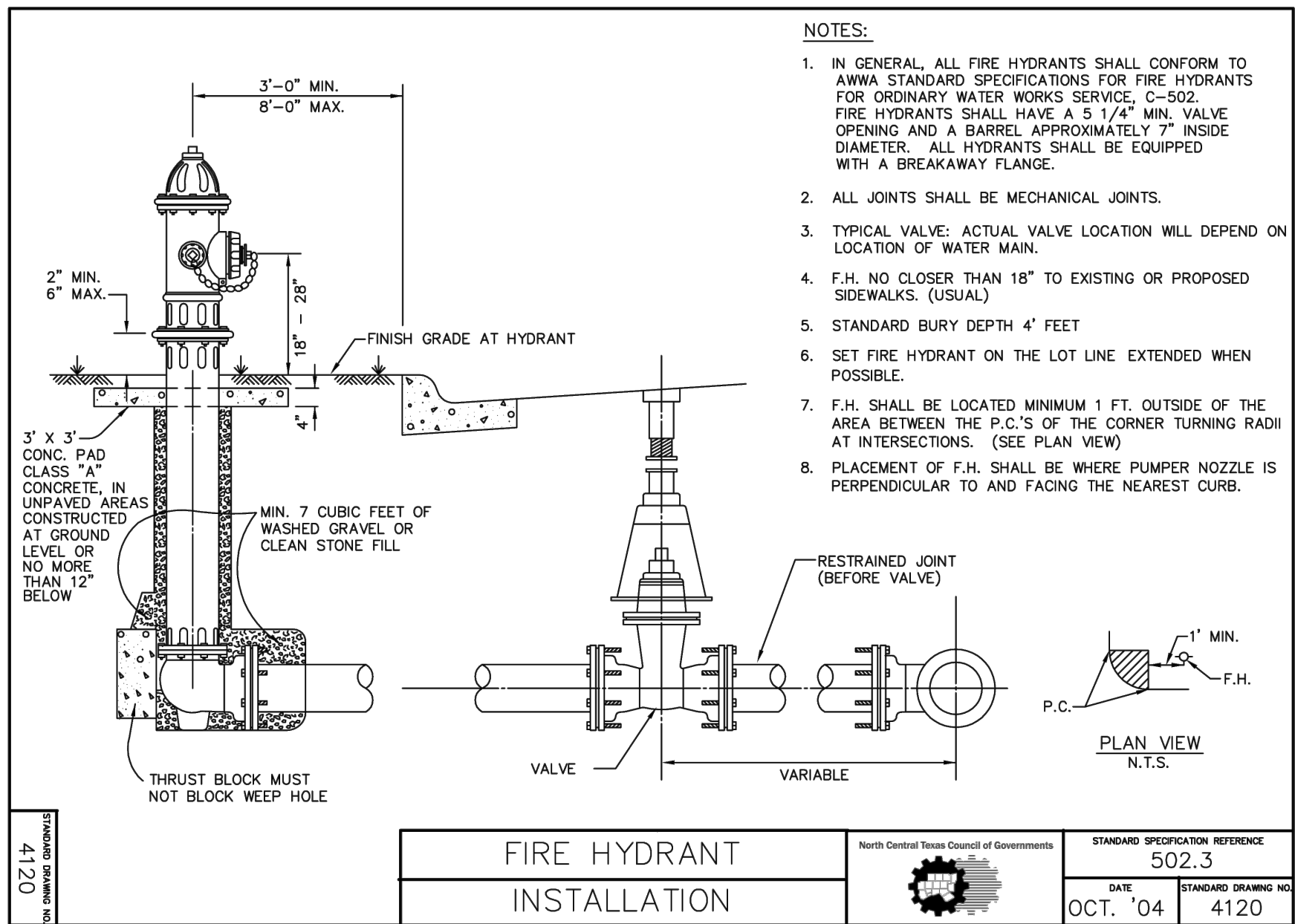
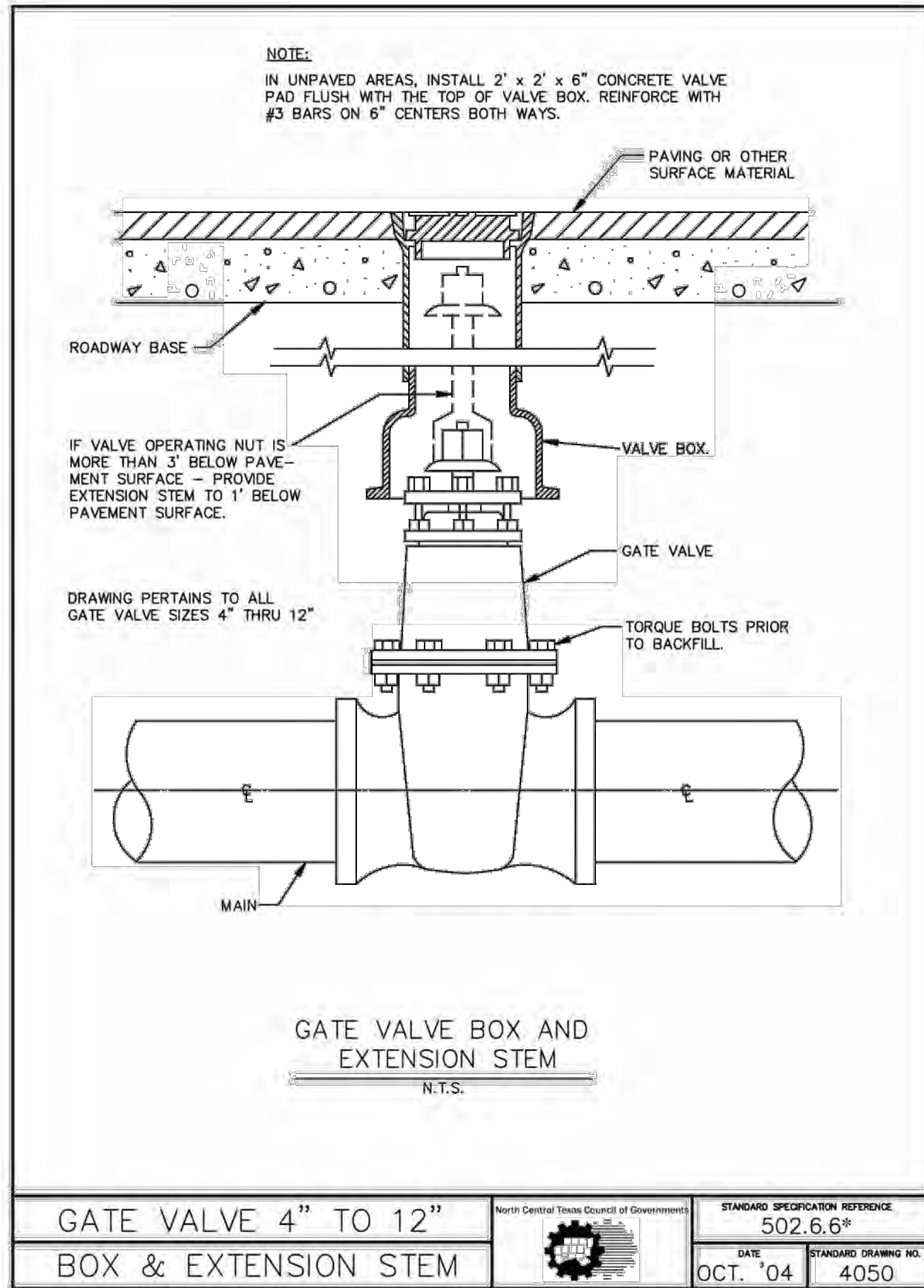
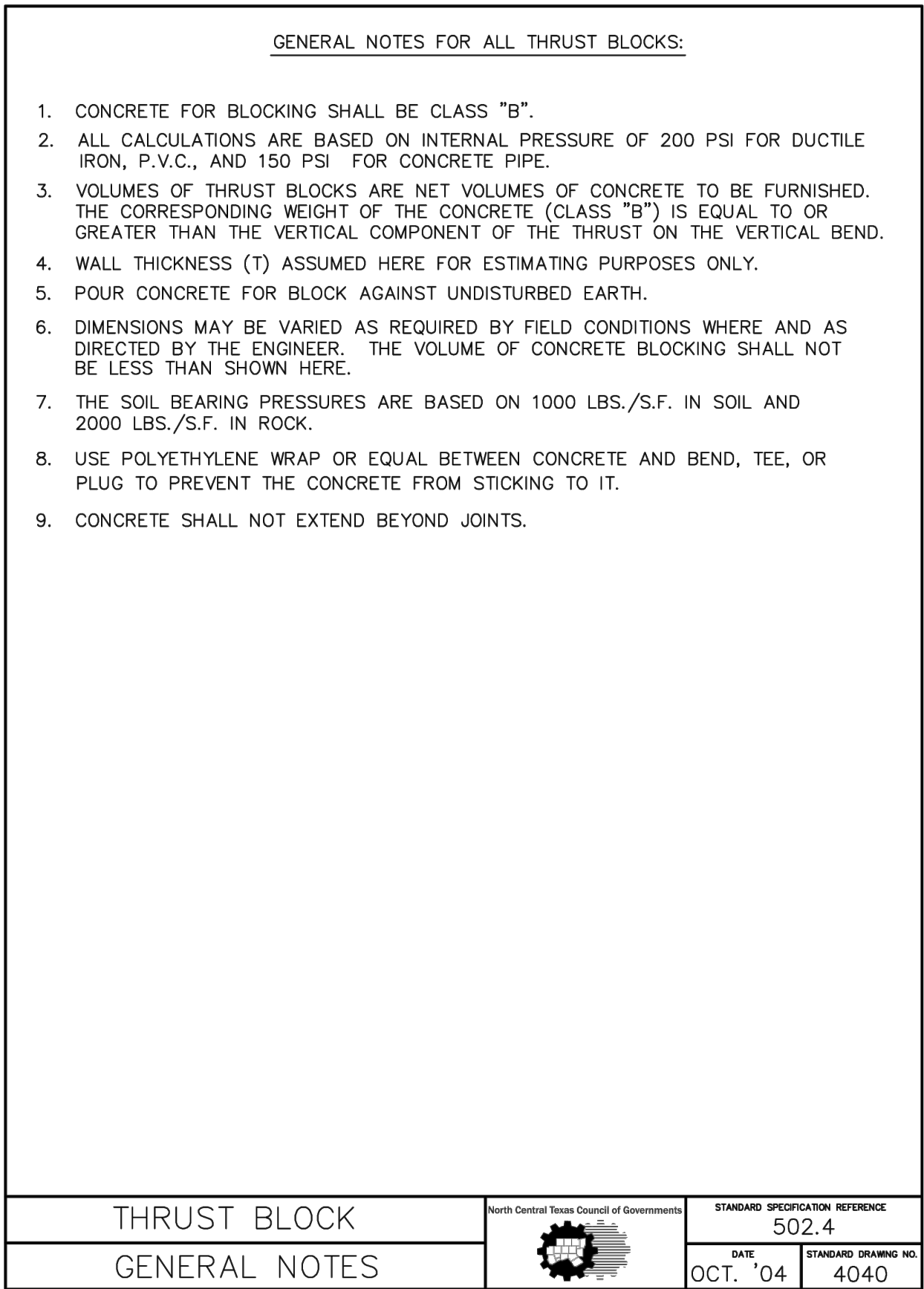
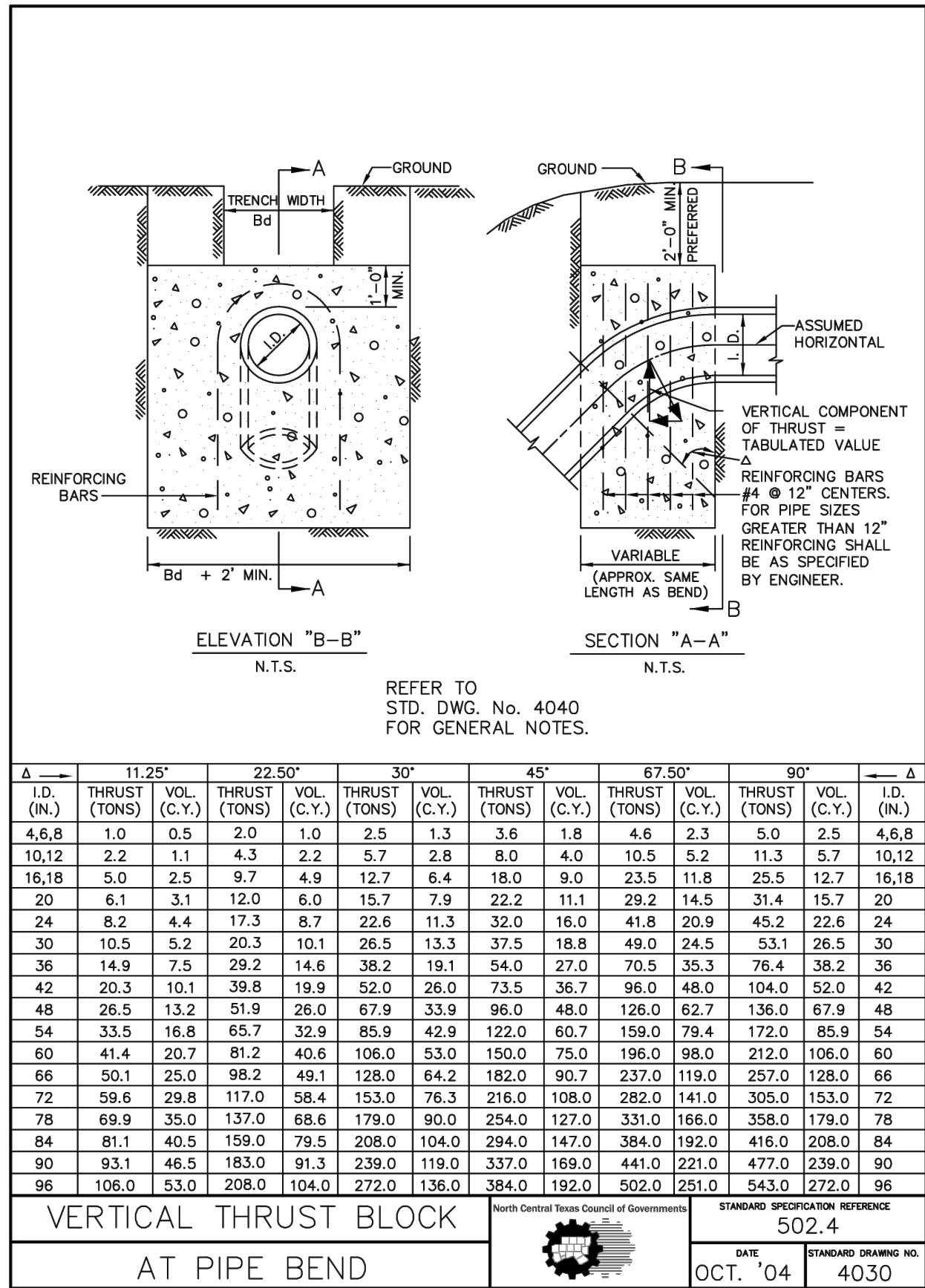
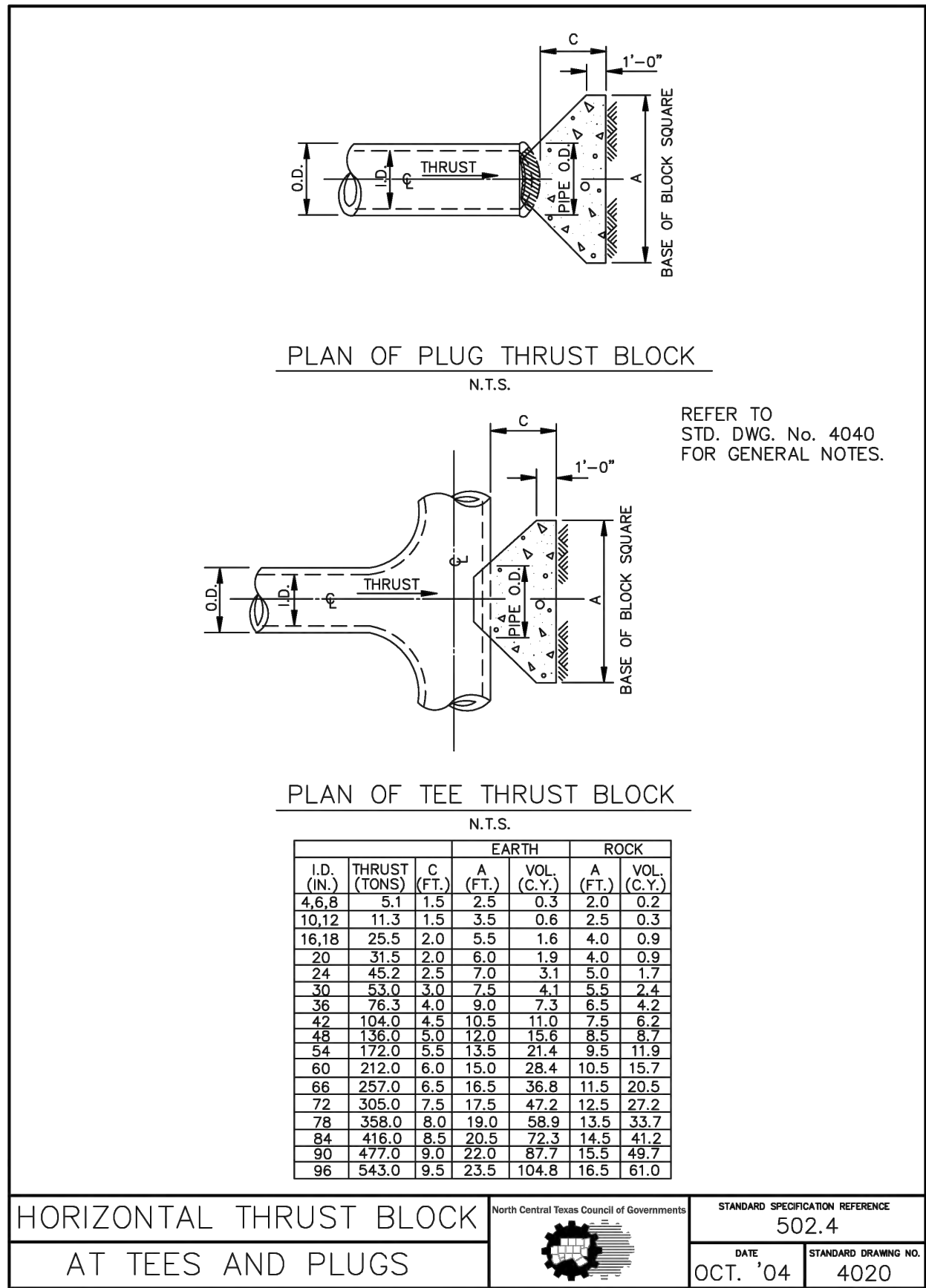
TABLES OF DIMENSIONS AND QUANTITIES

HORIZONTAL THRUST BLOCK  
AT PIPE BEND

North Central Texas Council of Governments

STANDARD SPECIFICATION REFERENCE  
502.4  
DATE  
OCT. '04  
STANDARD DRAWING NO.  
4010C



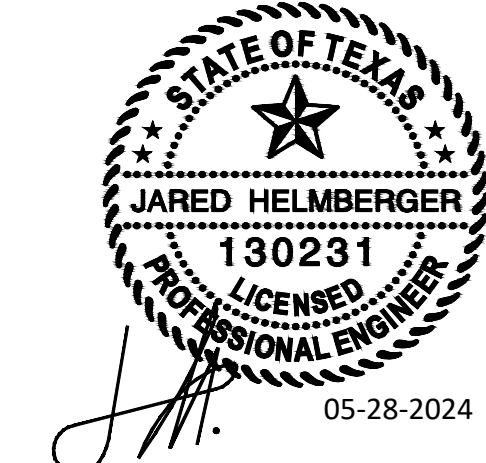


WATER METER BOXES  
DFW37C-14-AF1MQF SMALL  
OR  
DFW65C-14-AF1MQF; AS REQUIRED BY  
THE CITY OF AUBREY



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S):

DATE:

PROJECT BENCHMARKS:

BM#1 - "X" CUT SET  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
BM#2 - "X" CUT SET  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

SHOPS AT  
HIGH  
MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

CONSTRUCTION  
DETAILS

SHEET NUMBER:

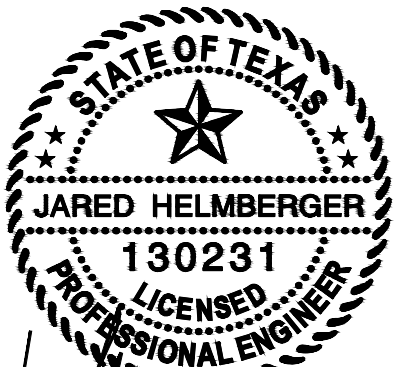
C5.04





BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



05-28-2024

REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

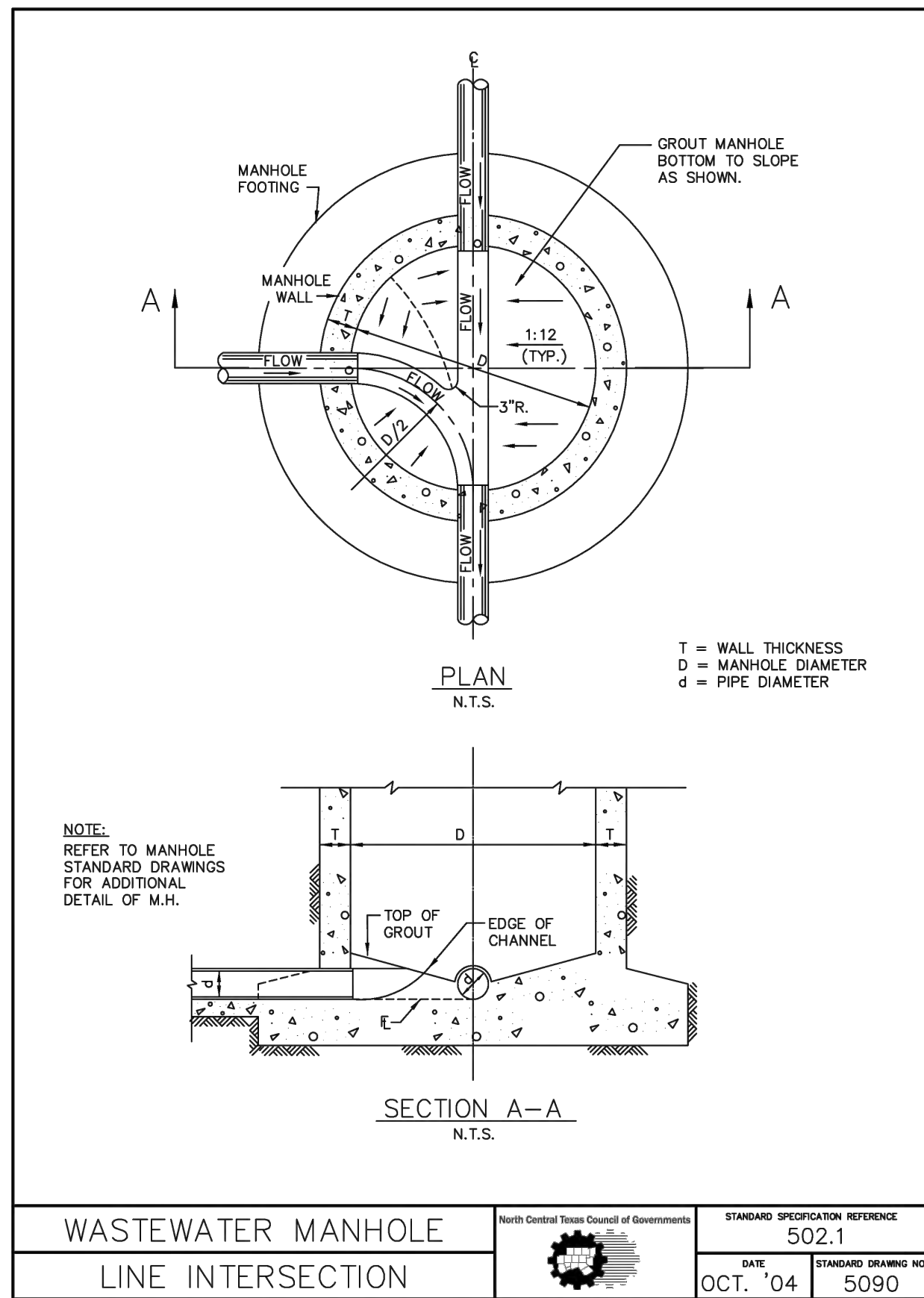
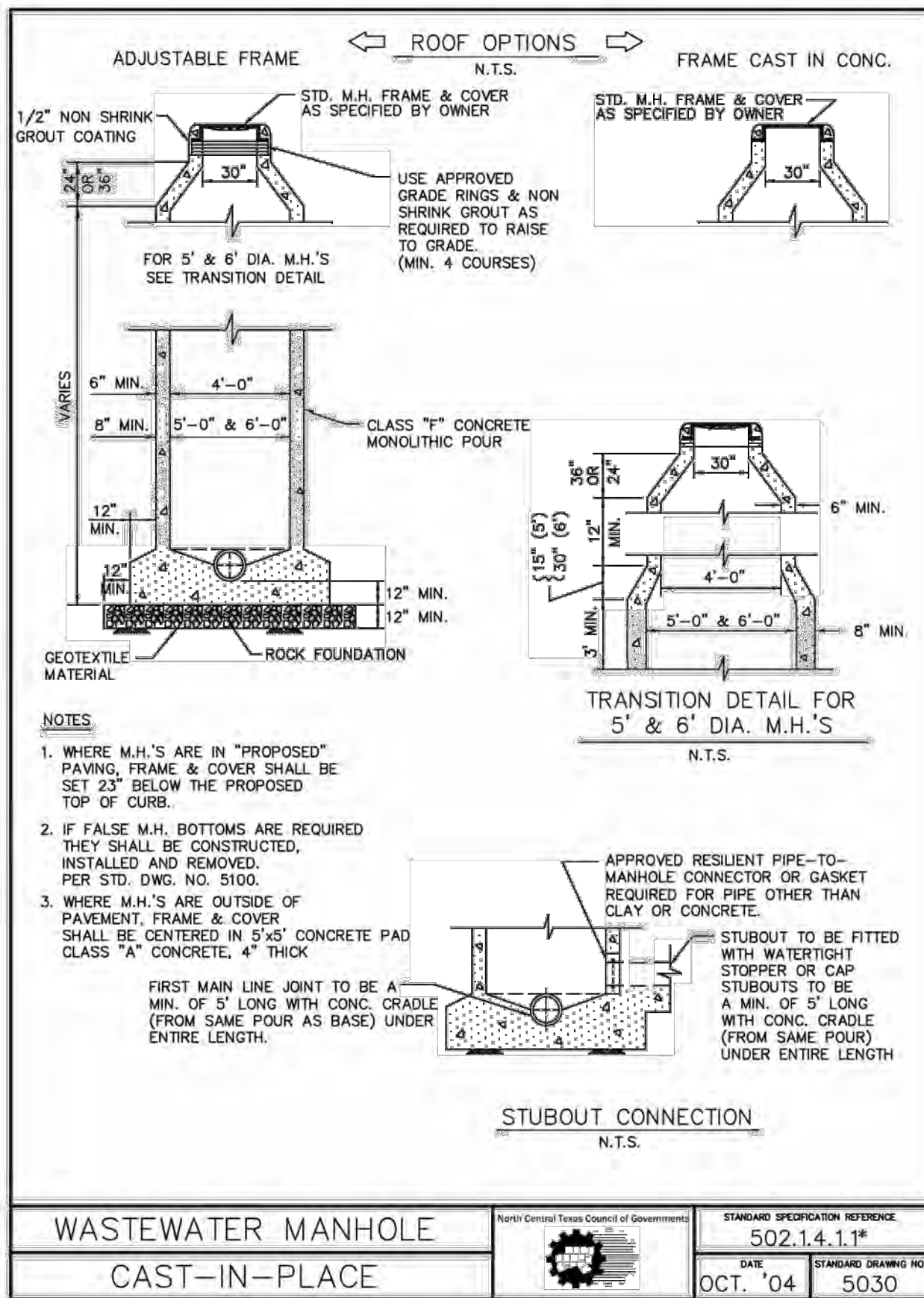
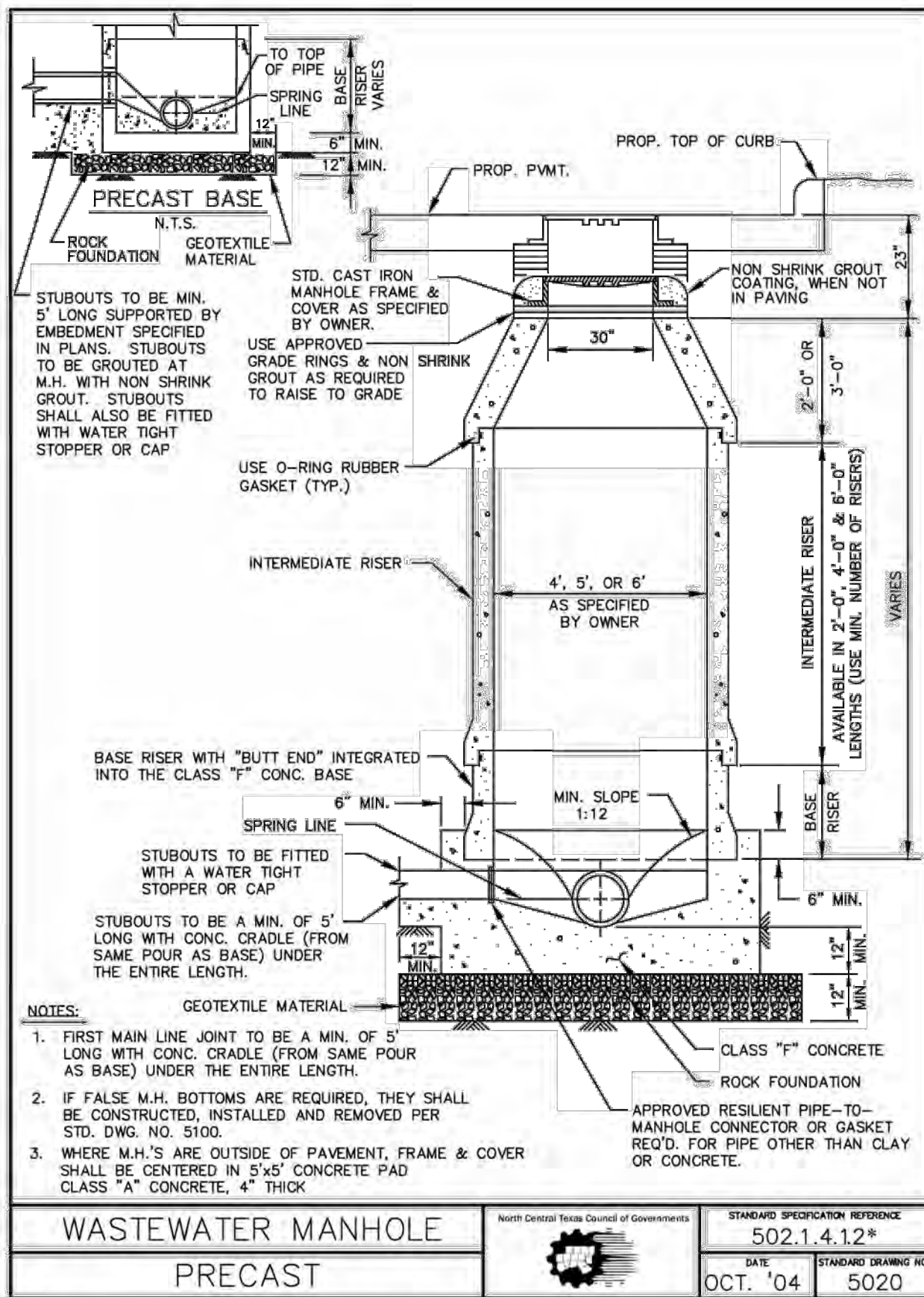
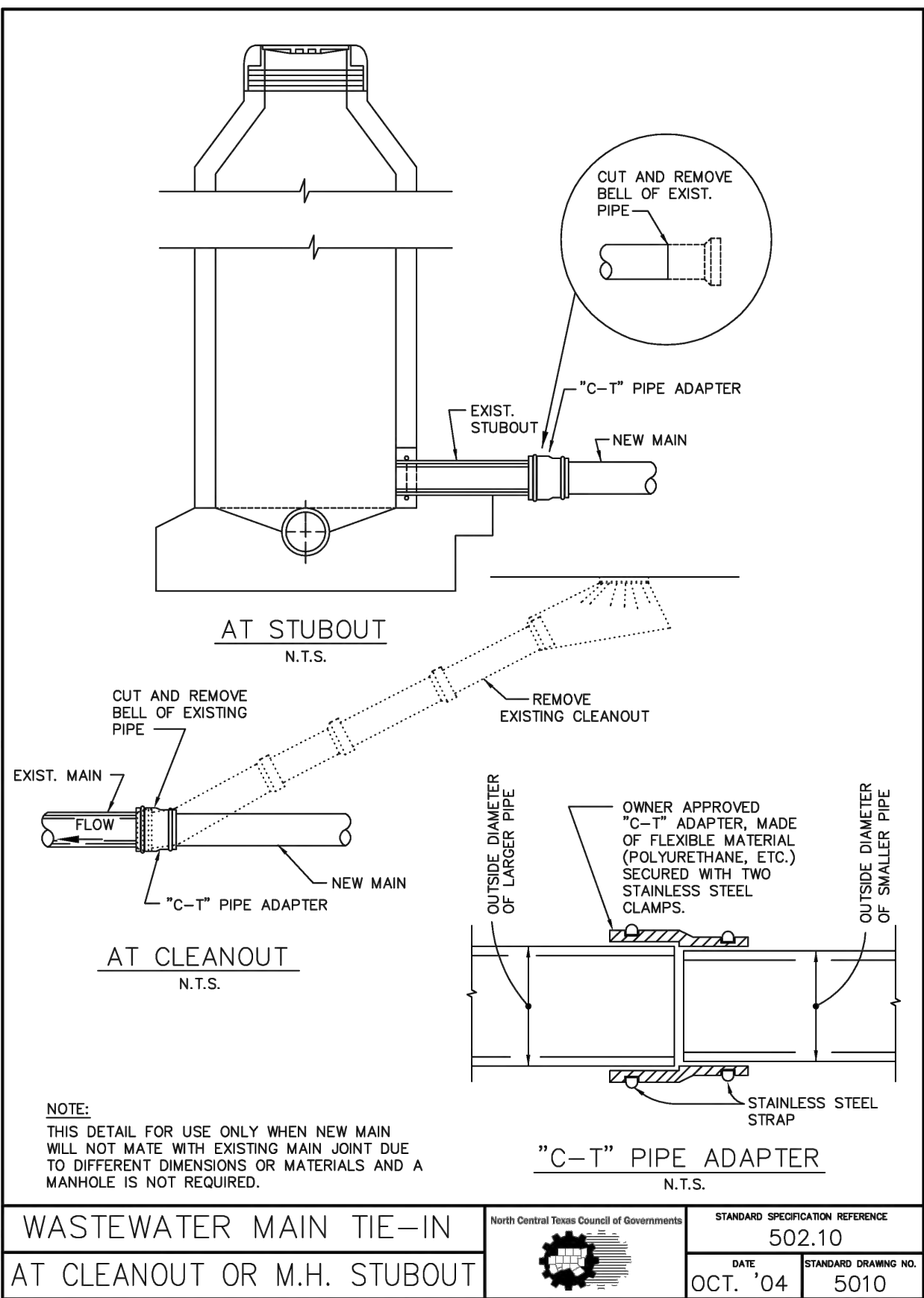
SHEET TITLE:

**CONSTRUCTION  
DETAILS**

SHEET NUMBER:

**C5.05**

AUBREY INLET COVER SHALL BE  
BASS & HAYS PART NO.  
VRM30-LID97 AND VRM30-RING



BEAR LAND COMPANY





BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

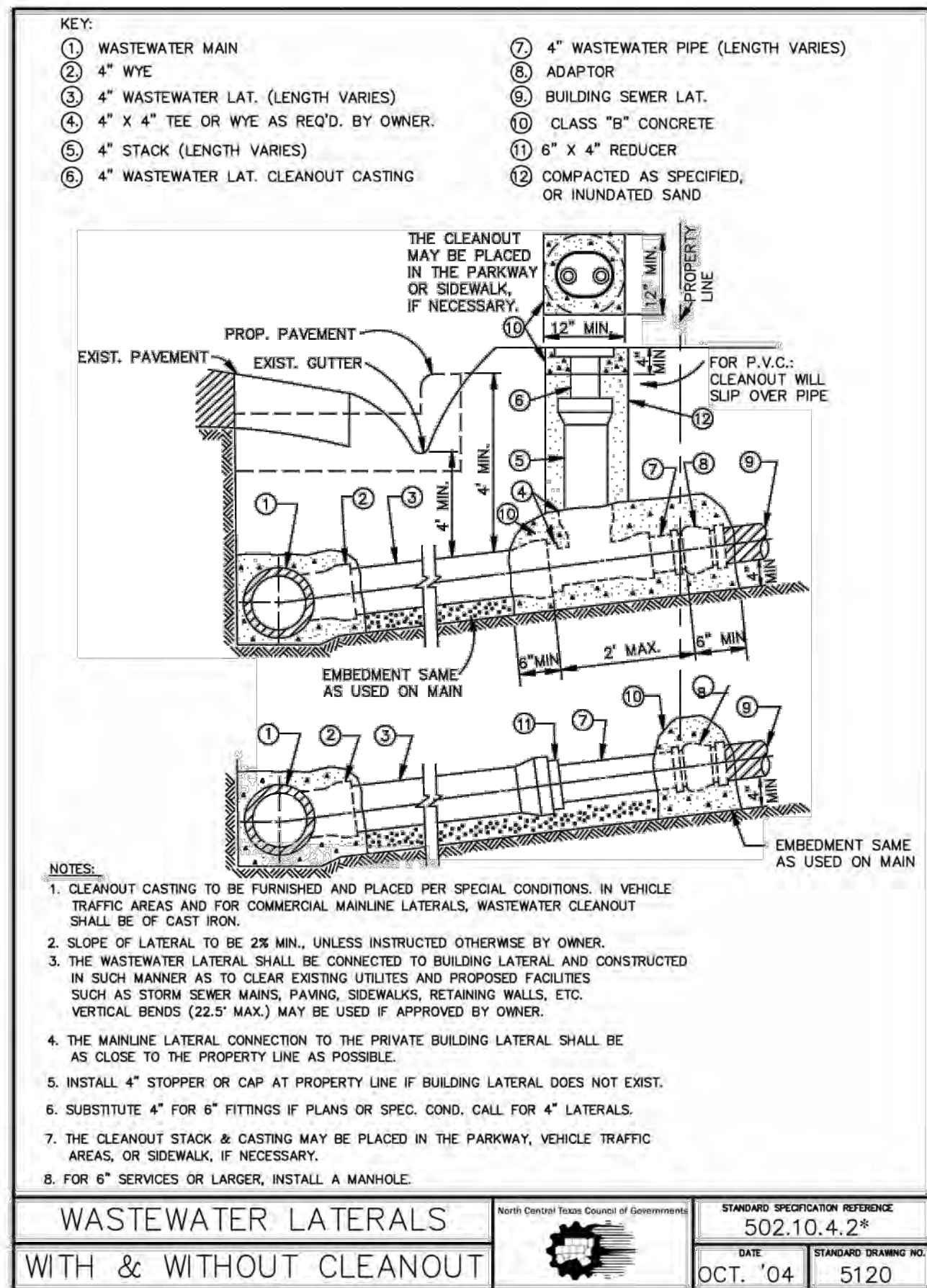
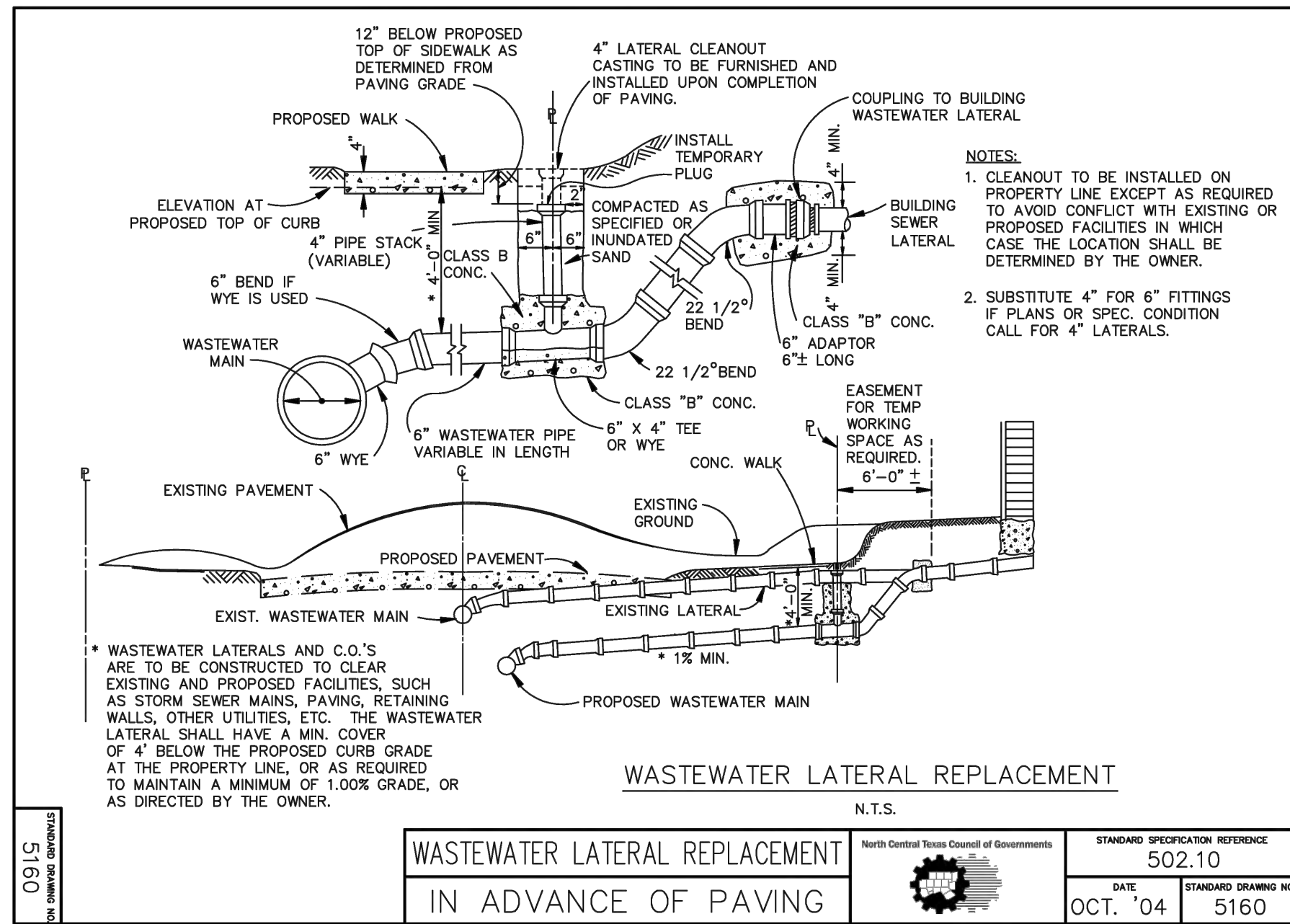
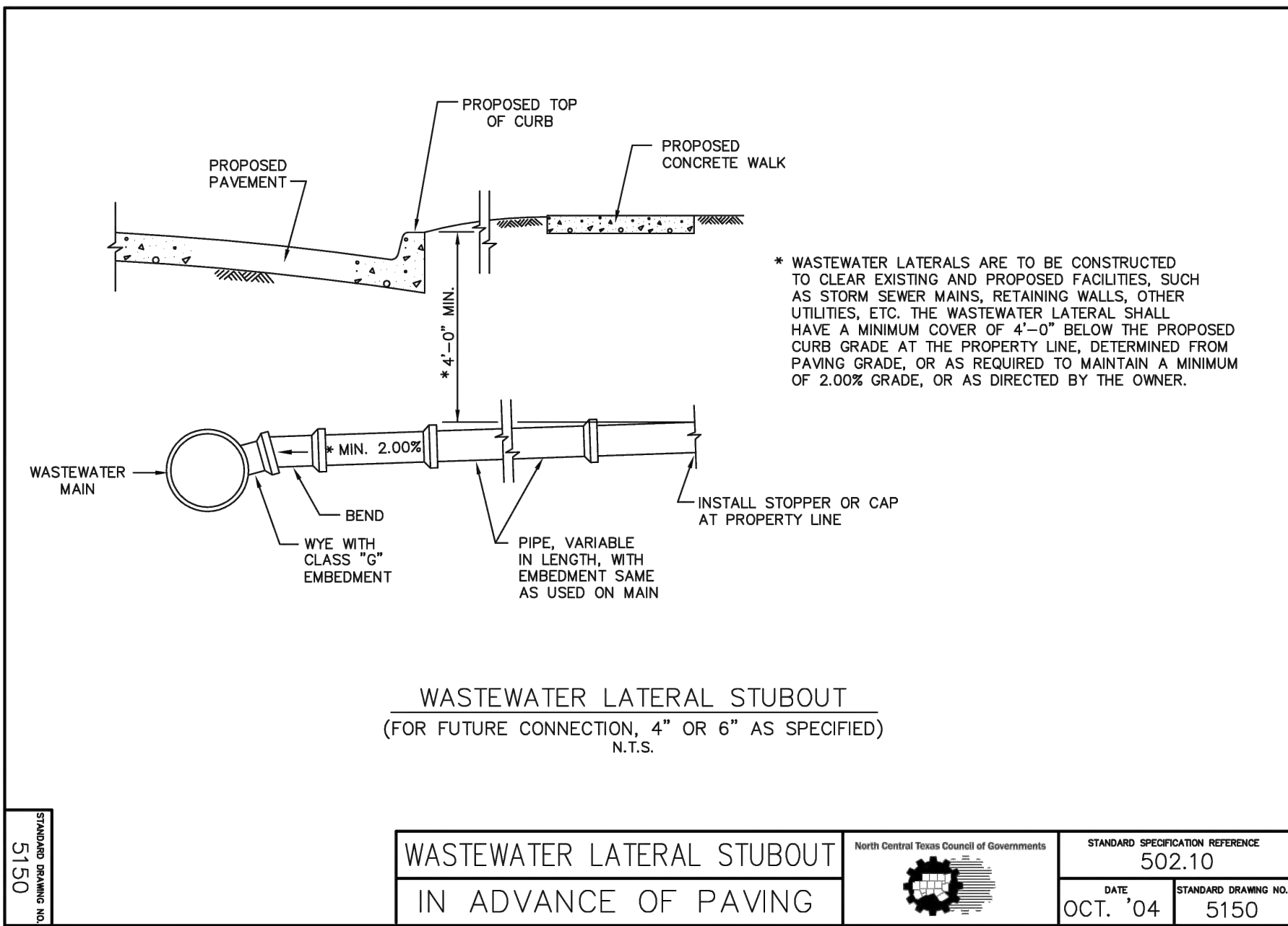
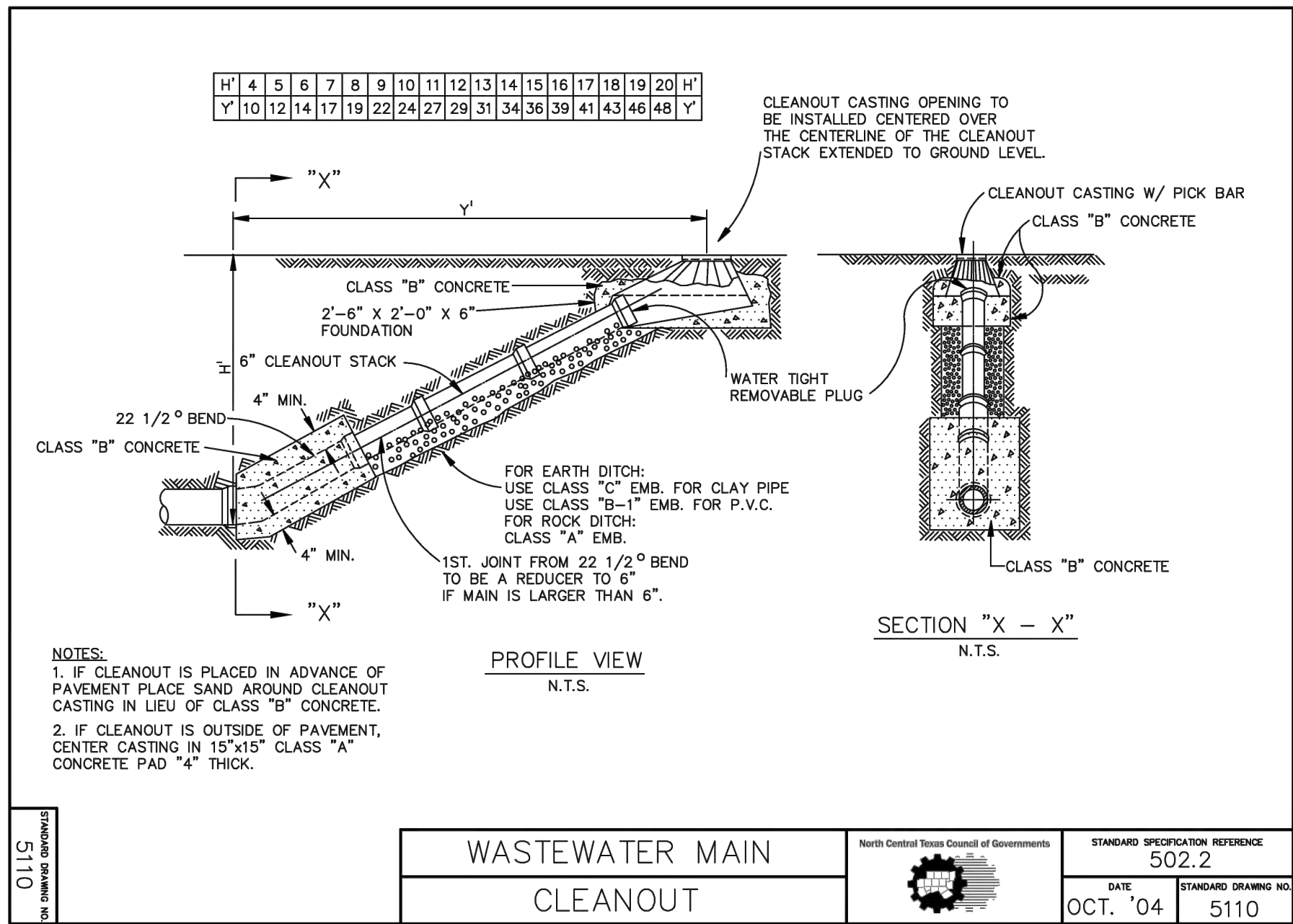
OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

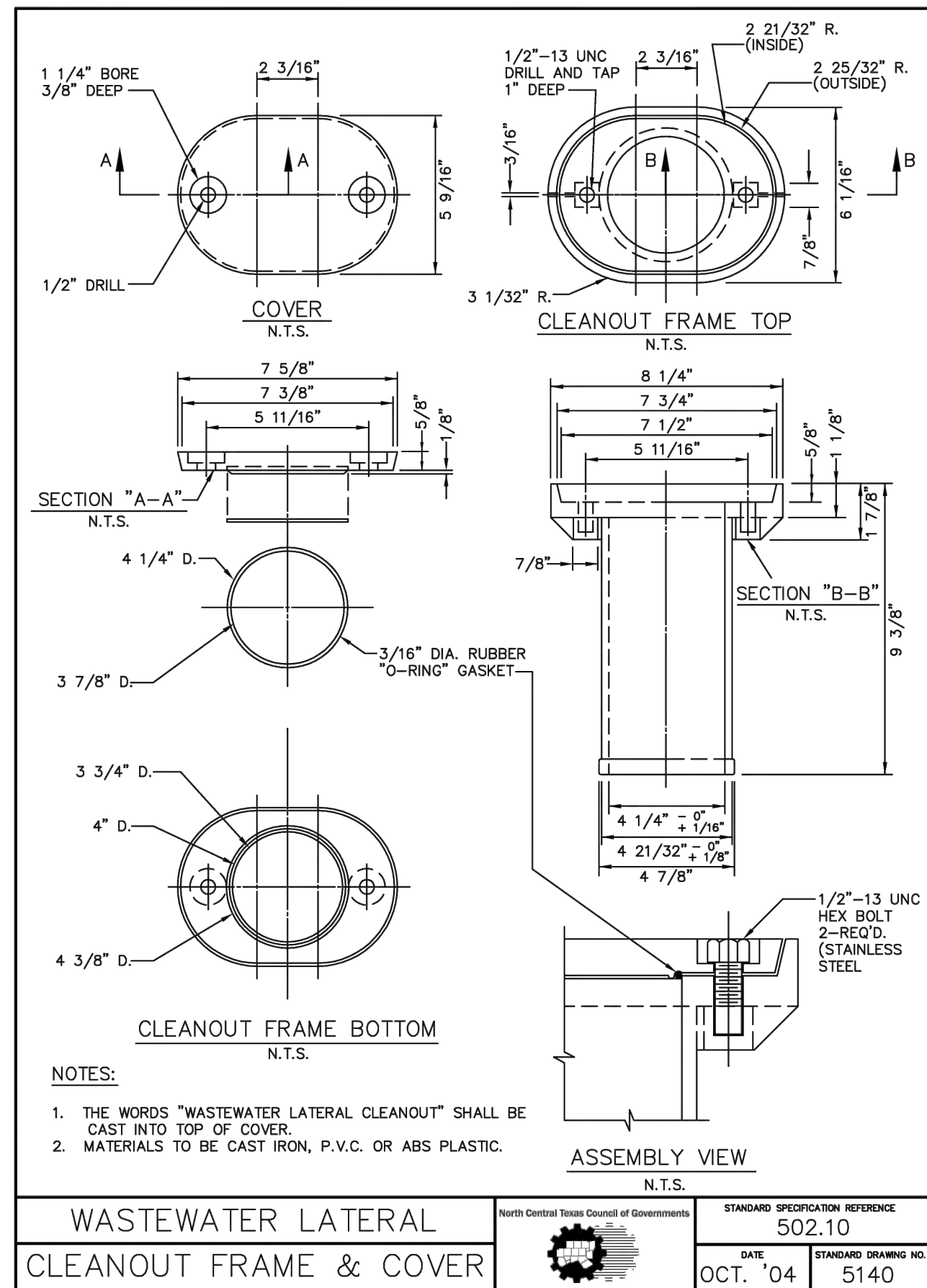
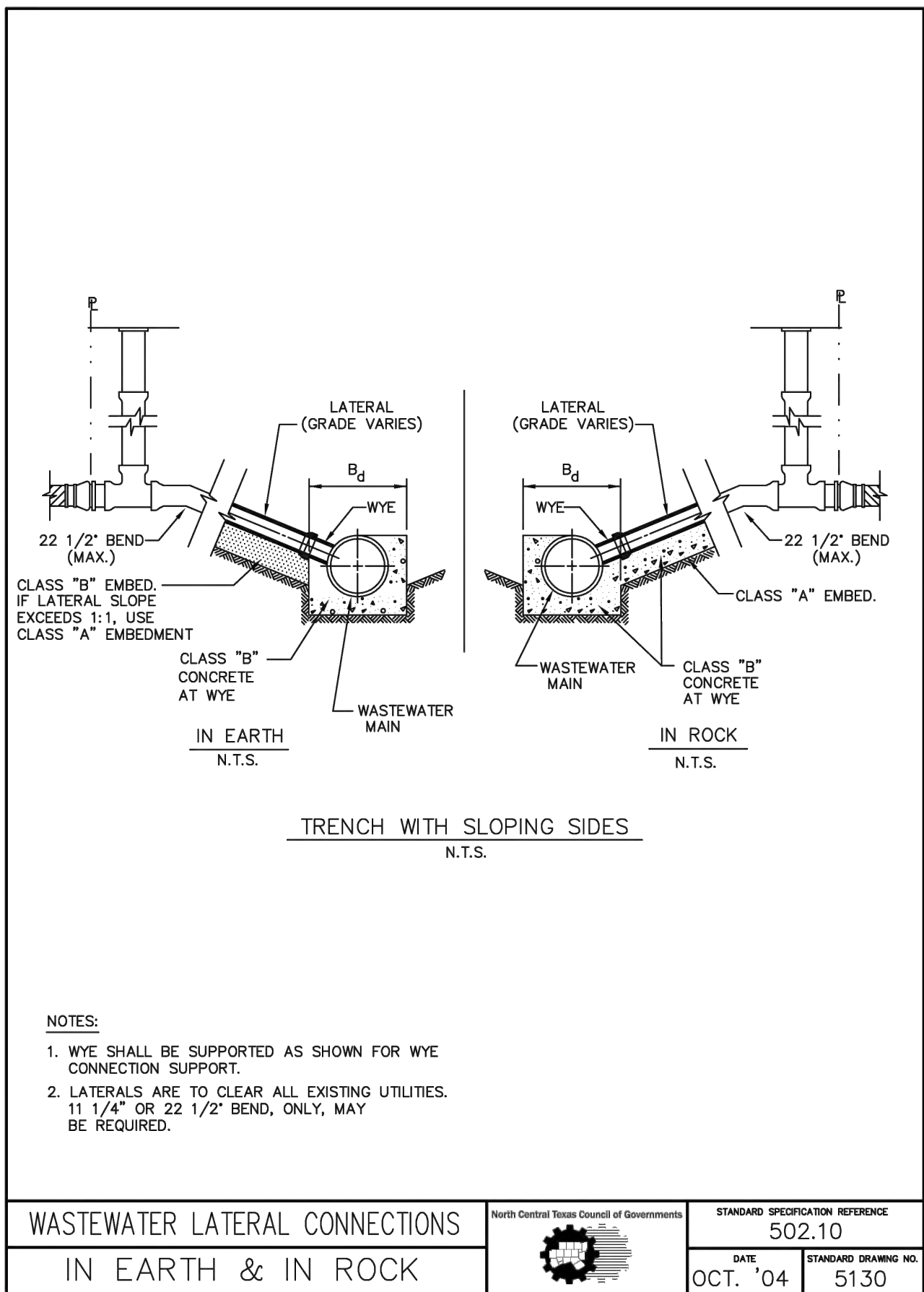
**CONSTRUCTION  
DETAILS**

SHEET NUMBER:

**C5.06**



\*Section II Standard Drawings as of October 2004. Reference number only has been updated for Fifth Edition Specifications. Public Works Construction Standards North Central Texas, Fifth Edition.

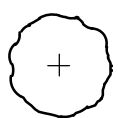
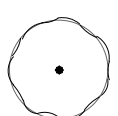
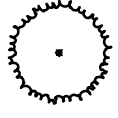
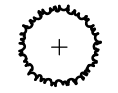
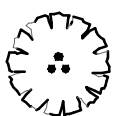
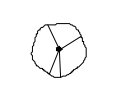
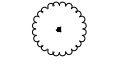




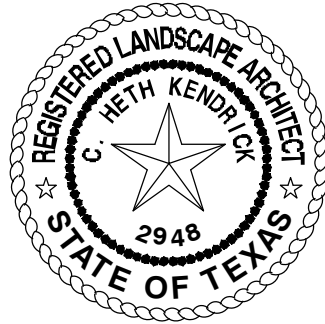


BUFFER TREES CANNOT BE PLANTED SOUTH OR WEST OF BUILDING DUE TO WATER LINE CONFLICTS. THIRTEEN (13) ADDITIONAL CANOPY TREES HAVE BEEN PLACED ON SITE IN ALTERNATE LOCATIONS TO BEST SATISFY THIS REQUIREMENT.



| PLANT SCHEDULE                                                                      |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|-------------------------------------------------------------------------------------|---------|-----------|-----------------------------------------------------------------------|------------|-----------|------------|--------------------------------------------------|-------------------|-----------------|----------------------------------------------------------------------------------|-----------------------------|
| SYMBOL                                                                              | CODE    | QTY       | BOTANICAL / COMMON NAME                                               | MIN. CONT. | MIN. CAL. | MIN. HT.   | REMARKS                                          | WATER USE         | HARDINESS ZONES | SOIL TOLERANCES                                                                  | SUN EXPOSURE                |
| TREES                                                                               |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|    | CER TXA | 2         | Cercis canadensis texensis / Texas Redbud                             | CONT.      | 3" CAL    | 10-12' HT. | Multi-stem trunk                                 | Medium            | 4 - 9           | Rocky, Clay, Silty, Sandy, Loamy, Organic, Alkaline                              | Part shade, Full sun        |
|    | QUE VIR | 11        | Quercus virginiana / Southern Live Oak                                | CONT.      | 3" CAL    | 12-14' HT  | STRONG CENTRAL LEADER; MATCHING; 4' CLEAR HEIGHT | Medium            | 8 - 10          | Clay, Sandy, Loamy, Salty, Acidic, Neutral, Alkaline, Well-drained, Moist        | Part shade, Full sun        |
|    | ULM CRA | 13        | Ulmus crassifolia / Cedar Elm                                         | CONT.      | 3" CAL    | 12-14' HT  | STRONG CENTRAL LEADER; MATCHING; 4' CLEAR HEIGHT | Low - Medium      | 6 - 9           | Clay, Silty, Sandy, Acidic, Neutral, Alkaline, Well-drained, Moist, Flooded      | Part shade, Full sun        |
| CANOPY TREES                                                                        |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|    | TAX DIS | 5         | Taxodium distichum / Bald Cypress                                     | CONT.      | 3" CAL    | 14-16' HT. | STRONG CENTRAL LEADER; MATCHING; 4' CLEAR HEIGHT | Medium - High     | 4 - 11          | Clay, Silty, Sandy, Organic, Salty, Acidic, Neutral, Dry, Moist, Flooded         | Part shade, Full sun        |
| ORNAMENTAL TREES                                                                    |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|    | BUD BUV | 4         | Buddleia davidii / Butterfly Bush                                     | CONT.      | 3" CAL    | 10-12' HT  | MATCHING; 4' CLEAR HEIGHT                        |                   |                 |                                                                                  |                             |
|    | CHI LIB | 3         | Chilopsis linearis 'Bubba' / Bubba Desert Willow                      | CONT.      | 3" CAL    | 10-12' HT  | MATCHING; 4' CLEAR HEIGHT                        | Very low - Medium | 7 - 11          | Rocky, Silty, Sandy, Loamy, Organic, Neutral, Alkaline, Well-drained, Dry, Moist | Part shade, Full sun        |
| SYMBOL                                                                              | CODE    | QTY       | BOTANICAL / COMMON NAME                                               | MIN. CONT. | SPACING   | MIN. HT.   | REMARKS                                          | WATER USE         | HARDINESS ZONES | SOIL TOLERANCES                                                                  | SUN EXPOSURE                |
| SHRUBS                                                                              |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|    | ABE GRA | 91        | Abelia x grandiflora / Glossy Abelia                                  | 5 GAL      | As Shown  | 24-36"     |                                                  | Medium            | 5 - 9           | Clay, Silty, Sandy, Alkaline, Well-drained, Moist                                | Shade, Part shade, Full sun |
|    | ILE COB | 67        | Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly                   | 5 GAL      | As Shown  | 24-36"     |                                                  | Medium            | 7 - 9           | Rocky, Clay, Silty, Sandy, Loamy, Acidic, Well-drained, Moist                    | Part shade, Full sun        |
|    | PER ATR | 55        | Perovskia atriplicifolia / Russian Sage                               | 1 GAL      | As Shown  | 18"        |                                                  | Low               | 4 - 10          | Clay, Silty, Sandy, Well-drained, Dry                                            | Part shade, Full sun        |
| GRASSES                                                                             |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|    | MUH CAP | 146       | Muhlenbergia capillaris / Pink Muhly Grass                            | 3 GAL      | As Shown  | 18-24"     |                                                  | Low - Medium      | 5 - 11          | Rocky, Clay, Silty, Sandy, Organic, Salty, Well-drained, Moist                   | Part shade, Full sun        |
|    | PEN ALL | 151       | Pennisetum alopecuroides 'Little Bunny' / Little Bunny Fountain Grass | 1 GAL      | As Shown  | 18"        |                                                  | Low               | 5 - 10          | Rocky, Silty, Sandy, Loamy, Salty, Alkaline, Well-drained                        | Full sun                    |
| GROUND COVERS                                                                       |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|  | SOD     | 11,457 sf | Cynodon dactylon 'Tif 419' / BERMUDA GRASS                            | SOD        |           |            |                                                  | Medium - High     | 6 - 10          | Rocky, Clay, Sandy, Loamy, Acidic, Neutral, Alkaline, Well-drained, Dry, Moist   | Full sun                    |
|  | DEC GRA | 528 sf    | Decomposed Granite                                                    | -          |           |            |                                                  |                   |                 |                                                                                  |                             |

SEAL



NOT FOR  
CONSTRUCTION

PROJECT

SHOPS AT HIGH MEADOW  
AUBREY, TX  
STONEBRIDGE PARCEL 903  
LOT 11R, BLOCK A

LANDDESIGN PROJ.#

8523106

REVISION / ISSUANCE

| NO. | DESCRIPTION         | DATE       |
|-----|---------------------|------------|
|     | SITE PLAN SUBMITTAL | 12.13.2023 |
|     | SITE PLAN SUBMITTAL | 01.29.2024 |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |

DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX

SCALE

NORTH

VERT: N/A  
HORZ: #####



SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

L1.02

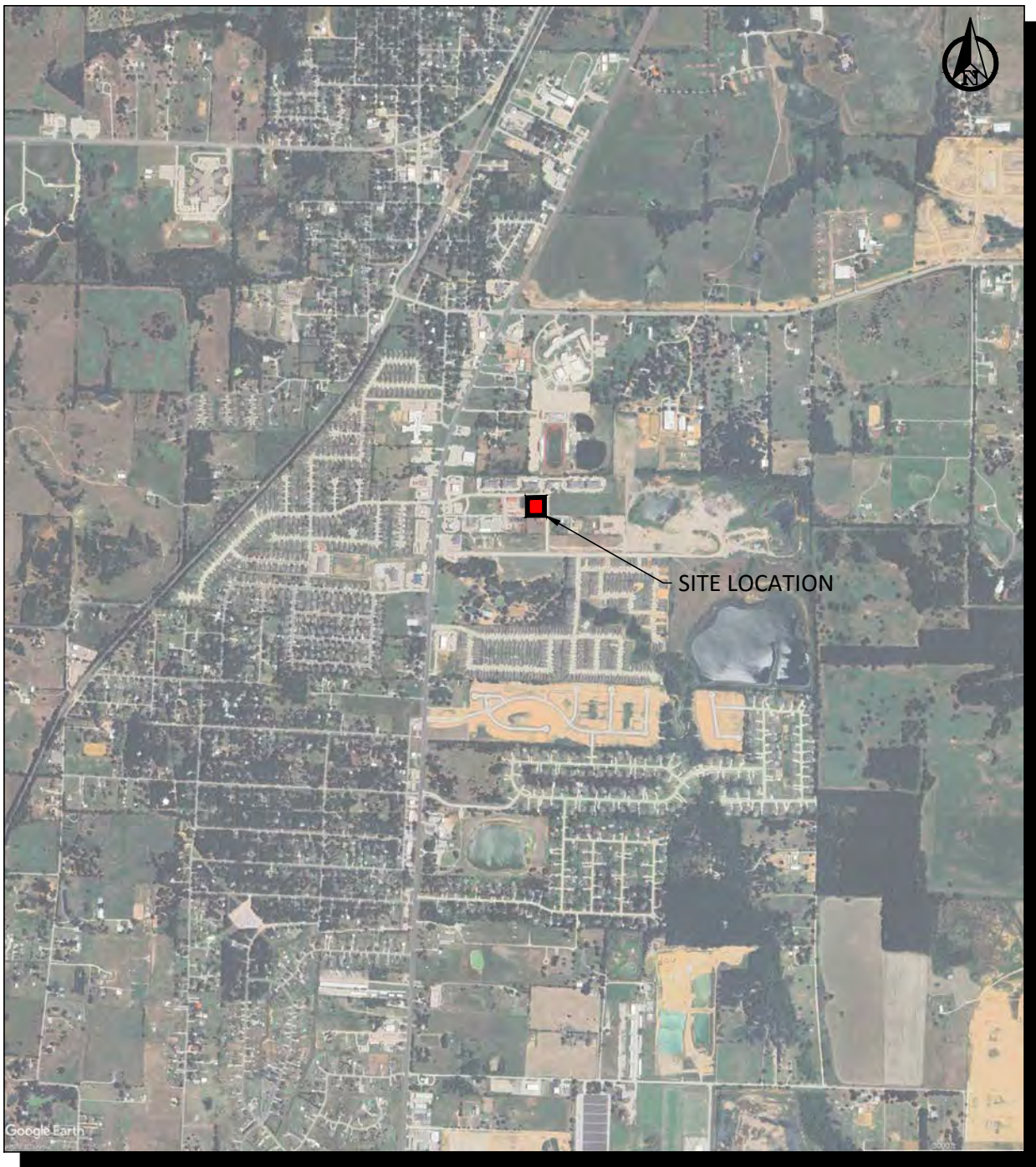


PRIVATE CIVIL CONSTRUCTION PLANS  
FOR  
**SHOP AT HIGH MEADOWS**  
AUBREY, TX  
STONEBRIDGE PARCEL 903  
LOT 11R, BLOCK A

SUBMITTAL LOG:

|                         |            |
|-------------------------|------------|
| 70% PLANS               | 12-04-2023 |
| 1st SITE PLAN SUBMITTAL | 12-13-2023 |
| 2nd SITE PLAN SUBMITTAL | 01-31-2024 |
| 3rd SITE PLAN SUBMITTAL | 04-02-2024 |
| 4th SITE PLAN SUBMITTAL | 05-15-2024 |
| 5th SITE PLAN SUBMITTAL | 05-28-2024 |

CITY OF AUBREY  
DENTON COUNTY, TEXAS



CIVIL SHEET INDEX:

|       |                                         |
|-------|-----------------------------------------|
| C0.00 | COVER SHEET                             |
| -     | FINAL PLAT                              |
| C0.01 | GENERAL NOTES                           |
| C0.02 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| C1.00 | SITE AND DIMENSION CONTROL PLAN         |
| C1.01 | PAVING PLAN                             |
| C1.02 | EMERGENCY AND ACCESSIBLE ACCESS PLAN    |
| C2.00 | GRADING PLAN                            |
| C2.01 | EXISTING DRAINAGE AREA MAP              |
| C2.02 | PROPOSED DRAINAGE AREA MAP              |
| C2.03 | DRAINAGE PLAN                           |
| C2.02 | PROPOSED DRAINAGE AREA MAP              |
| C2.03 | DRAINAGE PLAN                           |
| C3.00 | UTILITY PLAN                            |
| C3.01 | SANITARY SEWER PROFILES                 |
| C4.00 | EROSION CONTROL PLAN                    |
| C5.00 | CONSTRUCTION DETAILS                    |
| C5.01 | CONSTRUCTION DETAILS                    |
| C5.02 | CONSTRUCTION DETAILS                    |
| C5.03 | CONSTRUCTION DETAILS                    |
| C5.04 | CONSTRUCTION DETAILS                    |
| C5.05 | CONSTRUCTION DETAILS                    |
| C5.06 | CONSTRUCTION DETAILS                    |
| L1.01 | LANDSCAPE PLAN                          |
| L1.02 | LANDSCAPE DETAIL                        |

ANY LIGHTING  
PLAN, MARKING  
PLAN

ENGINEER  
BEAR LAND COMPANY  
MCKINNEY, TX 75069  
TBPE FIRM #F-22218

OWNER  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

ARCHITECT  
JAW ARCHITECTS, INC.  
6115 CAMP BOWIE BLVD.,  
SUITE 200  
FORT WORTH, TX 76116

LANDSCAPE ARCHITECT  
LAND DESIGN, INC.  
5301 ALPHA RD., #24,  
DALLAS, TX 75240

BHC Second Review  
06-03-2024

Second review of the Shops at High Meadows submittal. Our review is for general compliance with the City of Aubrey development requirements. It is based on the City's Code of Ordinances and Good Engineering Practice, and does not relieve the design engineer of their responsibilities as the Engineer of Record under the Texas Engineering Practice Act.

Resubmittal shall include previous review comments and the Engineer's responses to each comment, either on the marked up sheets or as a separate response letter.

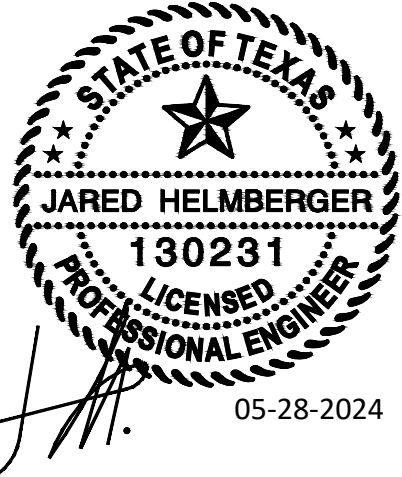
Andrew Mata Jr., P.E.  
James Jacobs, E.I.T

MAY 28, 2024



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



J. Helmsberger  
05-28-2024

REVISION(S):

DATE:

PROJECT BENCHMARKS:

BM#1 - "X" CUT SET  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
BM#2 - "X" CUT SET  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

COVER SHEET

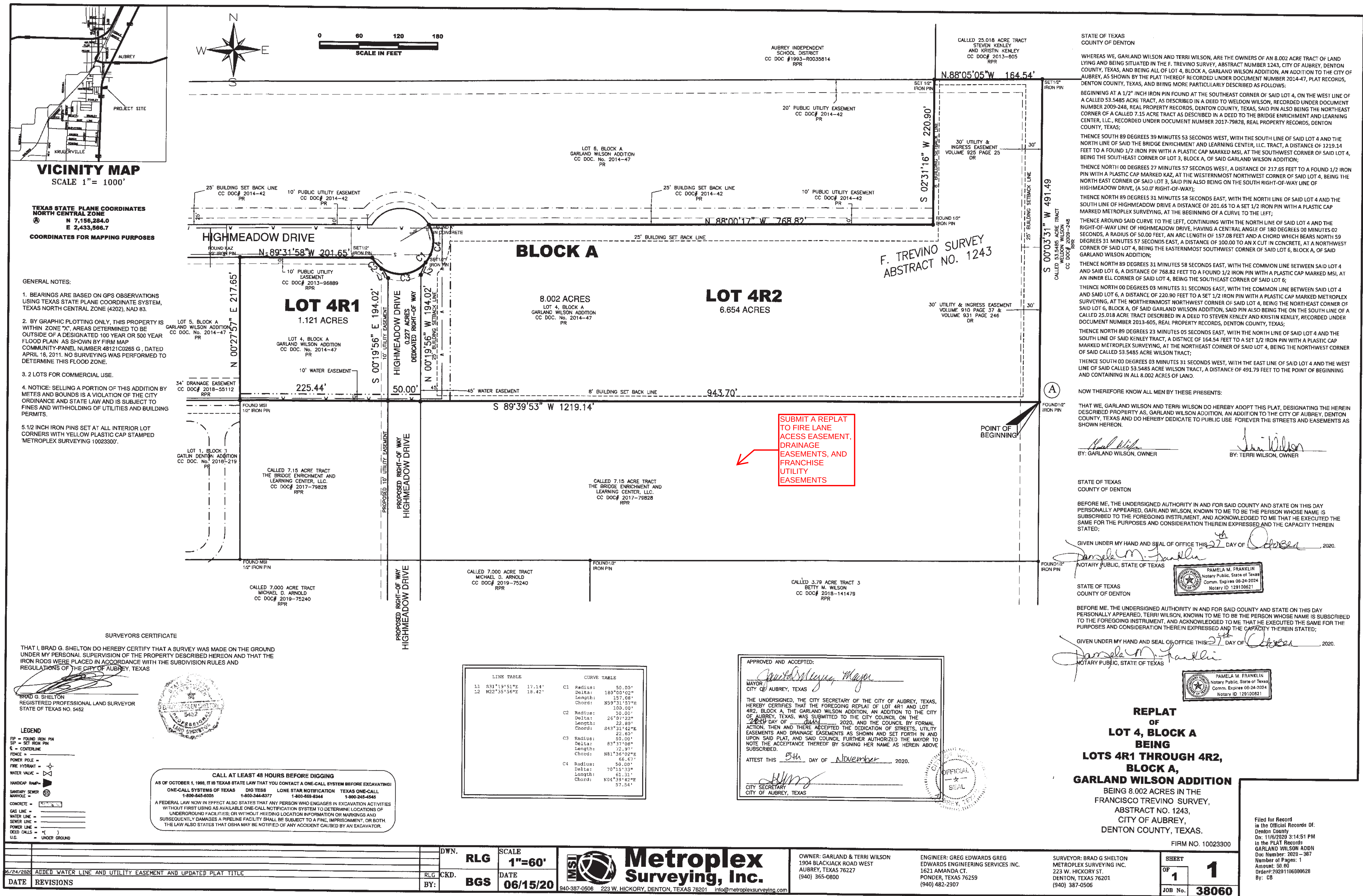
SHEET NUMBER:

C0.00

BEAR LAND COMPANY

Page 210 of 343







GENERAL:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARD DETAILS AND SPECIFICATIONS, CONSTRUCTION PLANS INCLUDED IN THIS PLAN SET, THE FINAL GEOTECHNICAL REPORT AND ALL ISSUED ADDENDA, AND COMMONLY ACCEPTED CONSTRUCTION STANDARDS. THE CITY SPECIFICATIONS SHALL GOVERN WHERE OTHER SPECIFICATIONS DO NOT EXIST.
2. IN INSTANCES WHERE THE GOVERNING MUNICIPALITY STANDARDS OR NOTES CONFLICT WITH THESE PLANS, THE MOST RESTRICTIVE STANDARDS SHALL APPLY.
3. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIAL AND LABOR TO CONSTRUCT THE DEVELOPMENT AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS AND GENERAL NOTES.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE PRIOR TO BIDDING TO DETERMINE EXISTING CONDITIONS.
5. THE EXISTING CONDITIONS SHOWN ON THESE PLANS WERE PROVIDED BY THE TOPOGRAPHIC SURVEY PREPARED BY THE PROJECT SURVEYOR. THE CONTRACTOR SHALL REFERENCE THE SAME BENCHMARKS AS THE PROJECT SURVEYOR.
6. THE CONTRACTOR SHALL REVIEW AND VERIFY THE EXISTING FIELD CONDITIONS SHOWN ON THESE PLANS REPRESENT THE EXISTING FIELD CONDITIONS ON-SITE, PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES FOUND TO THE OWNER AND ENGINEER IMMEDIATELY.
7. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SURVEYING AND STAKING.
8. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SURVEYING AND STAKING.
9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL CONTROL, PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF PROPOSED IMPROVEMENTS. PROPERTY LINES AND CORNERS SHALL BE HELD AS THE HORIZONTAL CONTROL. BENCHMARKS PROVIDED FROM THE PROJECT SURVEYOR SHALL BE HELD AS THE VERTICAL CONTROL.
10. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS, ELEVATIONS, AND FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT, OWNER, DEVELOPER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ARCHITECT, ENGINEER, OWNER, AND IF APPLICABLE THE CITY. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE ARCHITECT, ENGINEER, AND OWNER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE ITEM IN QUESTION.
11. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. ARCHITECT, ENGINEER, AND OWNER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA, BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION, SO THE UTILITY COMPANIES CAN LOCATE ANY EXISTING FACILITIES.
13. CONTRACTOR SHALL LOCATE TEXAS 811 AN ADEQUATE AMOUNT OF TIME PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
14. CONTRACTOR SHALL USE EXTREME CAUTION AS THE SITE CONTAINS VARIOUS KNOWN AND UNKNOWN PUBLIC AND PRIVATE UTILITIES.
15. THE LOCATIONS, ELEVATIONS, DEPTHS, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE UTILITY COMPANY MAPS AND RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE LOCATION OF EXISTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES.
16. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY ADJUSTMENTS AND RELOCATIONS OF EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS. CONTRACTOR SHALL ARRANGE FOR OR PROVIDE, AT ITS EXPENSE, ALL GAS, TELECOMMUNICATIONS, CABLE, OVERHEAD AND UNDERGROUND POWER LINE, AND UTILITY POLE ADJUSTMENTS NEEDED.
18. CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION OF FRANCHISE UTILITIES THAT ARE NECESSARY FOR ON-SITE AND OFF-SITE CONSTRUCTION, AND SERVICE TO THE PROPOSED DEVELOPMENT.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES DUE TO THE CONTRACTORS' FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES.
21. CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND UTILITY LINES. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, FEDERAL AND UTILITY OWNER REGULATIONS PERTAINING TO WORK SITES FROM UTILITY LINES.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS, APPROVALS, AND BONDS PRIOR TO CONSTRUCTION.
23. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, GEOTECHNICAL REPORT AND ADDENDA, PROJECT AND CITY SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.
25. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES, AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO USE OF THE FACILITY AND THE FINAL CONNECTION OF SERVICES.
26. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
27. CONTRACTOR'S BID PRICE SHALL INCLUDE ALL INSPECTION FEES.
28. ALL SYMBOLS SHOWN ON THESE PLANS (E.G. FIRE HYDRANT, METERS, VALVES, INLETS, ETC....) ARE FOR PRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE.
29. THE SCOPE OF WORK FOR THE CIVIL IMPROVEMENTS SHOWN ON THESE PLANS TERMINATES 5- FEET FROM THE BUILDING. REFERENCE THE BUILDING PLANS (E.G. ARCHITECTURAL, STRUCTURAL, MEP) FOR AREAS WITHIN 5- FEET OF THE BUILDING AND WITHIN THE BUILDING FOOTPRINT.
30. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ALL FINAL BUILDING DIMENSIONS.
33. CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS TESTING AND CERTIFICATION, UNLESS SPECIFIED OTHERWISE BY OWNER. ALL MATERIALS TESTING SHALL BE COORDINATING WITH THE APPROPRIATE CITY INSPECTOR AND COMPLY WITH CITY STANDARD SPECIFICATIONS AND GEOTECHNICAL REPORT. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING MATERIALS. OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR MATERIALS TESTING.
34. ALL COPIES OF MATERIALS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY.
35. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE MATERIALS, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.
37. ALL CONTRACTORS MUST CONFINE THEIR ACTIVITIES TO THE WORK AREA. NO ENCROACHMENTS OUTSIDE OF THE WORK AREA WILL BE ALLOWED. ANY DAMAGE RESULTING FROM THE CONTRACTORS' SOLE NEGLIGENCE SHALL BE REPAIRED BY THE CONTRACTOR.
39. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY OR PUBLIC IMPROVEMENTS TO ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER.
40. ALL AREAS IN EXISTING RIGHT-OF-WAY DISTURBED BY SITE CONSTRUCTION SHALL BE REPAIRED TO ORIGINAL CONDITION OR BETTER, INCLUDING AS NECESSARY GRADING, LANDSCAPING, CULVERTS, AND PAVEMENT.
41. THE CONTRACTOR SHALL SALVAGE ALL EXISTING ITEMS THAT ARE TO BE RELOCATED DURING CONSTRUCTION.
42. CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION, INCLUDING MAINTAINING EXISTING DITCHES OR CULVERTS FREE OF OBSTRUCTIONS AND DEBRIS AT ALL TIMES.
43. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THAT STATE, TO THE CITY PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND FEDERAL REQUIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO OPEN TRENCHES SHALL BE ALLOWED OVERNIGHT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY.
44. THE CONTRACTOR SHALL KEEP TRENCHES FREE FROM WATER.
45. SITE SAFETY IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
46. THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE ENGINEER'S SEAL HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF ALL REQUIRED SAFETY PROCEDURES AND PROGRAMS.
47. SIGNS RELATED TO SITE OPERATION OR SAFETY ARE NOT INCLUDED IN THESE PLANS.
48. CONTRACTOR OFFICE AND STAGING AREA SHALL BE AGREED ON BY THE OWNER AND CONTRACTOR PRIOR TO BEGINNING OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITTING REQUIREMENTS FOR THE CONSTRUCTION OFFICE, TRAILER, STORAGE, AND STAGING OPERATIONS AND LOCATIONS.
50. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE GOVERNING MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
51. TOP RIM ELEVATIONS OF ALL EXISTING AND PROPOSED MANHOLES SHALL BE COORDINATED WITH TOP OF PAVEMENT OR FINISHED GRADE AND SHALL BE ADJUSTED TO BE FLUSH WITH THE ACTUAL FINISHED GRADE AT THE TIME OF PAVING.
52. CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED VALVES, FIRE HYDRANTS, AND OTHER UTILITY APPURTENANCES TO MATCH ACTUAL FINISHED GRADES AT THE TIME OF PAVING.
53. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SEQUENCING AND PHASING, AND SHALL CONTACT THE APPROPRIATE CITY OFFICIALS, INCLUDING BUILDING OFFICIAL, ENGINEERING INSPECTOR, AND FIRE MARSHALL TO LEARN OF ANY REQUIREMENTS.
54. CONTRACTOR IS RESPONSIBLE FOR PREPARATION, SUBMITTAL, IMPLEMENTATION AND APPROVAL BY THE CITY OF A TRAFFIC CONTROL PLAN PRIOR TO THE START OF CONSTRUCTION.
55. CONTRACTOR SHALL KEEP A NEAT AND ACCURATE RECORD OF CONSTRUCTION, INCLUDING ANY DEVIATIONS OR VARIANCES FROM THE PLANS.
56. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT PLANS TO THE ENGINEER AND CITY IDENTIFYING ALL DEVIATIONS AND VARIATIONS FROM THESE PLANS MADE DURING CONSTRUCTION.

EROSION CONTROL:

1. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL EROSION CONTROL AND WATER QUALITY REQUIREMENTS, LAWS, AND ORDINANCES THAT APPLY TO THE CONSTRUCTION SITE (LAND DISTURBANCE).
3. EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE.
4. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT.
5. CONTRACTOR IS SOLELY RESPONSIBLE FOR INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL EROSION CONTROL DEVICES, BEST MANAGEMENT PRACTICES (BMPs), AND FOR UPDATING THE EROSION CONTROL PLAN DURING CONSTRUCTION AS FIELD CONDITIONS CHANGE.
6. CONTRACTOR SHALL DOCUMENT THE DATES OF INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL FOR EACH BMP EMPLOYED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF APPLICABLE.
7. AS STORM SEWER INLETS ARE INSTALLED ON-SITE, TEMPORARY EROSION CONTROL DEVICES SHALL BE INSTALLED AT EACH INLET PER APPROVED DETAILS.
8. THE EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL THE AREA IT PROTECTS HAS BEEN PERMANENTLY STABILIZED.
9. CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL DEVICES NEEDED DUE TO PROJECT PHASING.
10. CONTRACTOR SHALL OBSERVE THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES AND MAKE FIELD ADJUSTMENTS AND MODIFICATIONS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE SITE. IF THE EROSION CONTROL DEVICES DO NOT EFFECTIVELY CONTROL EROSION AND PREVENT SEDIMENTATION FROM WASHING OFF THE SITE, THEN THE CONTRACTOR SHALL

NOTIFY THE ENGINEER.

11. OFF-SITE SOIL BORROW, SPOIL, AND STORAGE AREAS (IF APPLICABLE) ARE CONSIDERED AS PART OF THE PROJECT SITE AND MUST ALSO COMPLY WITH THE EROSION CONTROL REQUIREMENTS FOR THIS PROJECT. THIS INCLUDES THE INSTALLATION OF BMP'S TO PREVENT EROSION AND SEDIMENTATION FROM THE DISTURBED AREAS PRIOR TO FINAL APPROVAL OF THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE SWPPP AND EROSION CONTROL PLAN TO INCLUDE BMP'S FOR ANY OFF-SITE THAT ARE NOT ANTICIPATED OR SHOWN ON THE EROSION CONTROL PLAN.
12. ALL STAGING, STOCKPILES, SPOIL, AND STORAGE SHALL BE LOCATED SUCH THAT THEY WILL NOT ADVERSELY AFFECT STORM WATER QUALITY OR PROTECTIVE MEASURES THAT ARE PROVIDED IF NEEDED TO ACCOMPLISH THIS REQUIREMENT, SUCH AS COVERING OR ENCLOSING THE AREA WITH AN APPROPRIATE BARRIER.
13. CONTRACTORS SHALL INSPECT ALL EROSION CONTROL DEVICES, BMP'S, DISTURBED AREAS, AND VEHICLE ENTRY AND EXIT AREAS WEEKLY AND WITHIN 24 HOURS OF ALL RAINFALL EVENTS OF 0.5 INCHES OR GREATER, AND KEEP A RECORD OF THIS INSPECTION IN THE SWPPP. IF APPLICABLE, TO VERIFY THAT THE DEVICES AND EROSION CONTROL PLAN ARE FUNCTIONING PROPERLY.
14. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS IN ACCORDANCE WITH CITY SPECIFICATIONS. CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION TRAFFIC USES THE STABILIZED ENTRANCE AT ALL TIMES FOR ALL INGRESS/EGRESS.
15. SITE ENTRY AND EXITS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING AND FLOWING OF SEDIMENT AND DIRT ONTO OFF-SITE ROADWAYS. ALL SEDIMENT AND DIRT FROM THE SITE THAT IS DEPOSITED ONTO AN OFF-SITE ROADWAY SHALL BE REMOVED IMMEDIATELY.
16. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS FROM THE AFFECTED OFF-SITE ROADWAYS THAT ARE A RESULT OF THE CONSTRUCTION, AS REQUESTED BY OWNER AND CITY. AT A MINIMUM, THIS SHOULD OCCUR ONCE PER DAY FOR THE 35. CONTRACTOR FIELD ADJUSTMENT OF PROPOSED SPOT GRADES IS ALLOWED, IF THE APPROVAL OF THE CIVIL ENGINEER IS OBTAINED.
17. WHEN WASHING OF VEHICLES IS REQUIRED TO REMOVE SEDIMENT PRIOR TO EXITING THE SITE, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP BMP.
18. CONTRACTOR SHALL INSTALL A TEMPORARY SEDIMENT BASIN FOR ANY ON-SITE DRAINAGE AREAS THAT ARE GREATER THAN 10 ACRES, PER TCEQ AND CITY STANDARDS. IF NO ENGINEERING DESIGN HAS BEEN PROVIDED FOR A SEDIMENTATION BASIN ON THESE PLANS, THEN THE CONTRACTOR SHALL ARRANGE FOR AN APPROPRIATE DESIGN TO BE PROVIDED.
19. ALL FINES IMPOSED FOR SEDIMENT OR DIRT DISCHARGED FROM THE SITE SHALL BE PAID BY THE RESPONSIBLE CONTRACTOR.
20. WHEN SEDIMENT OR DIRT HAS CLOGGED THE CONSTRUCTION ENTRANCE VOID SPACES BETWEEN STONES OR DIRT IS BEING TRACKED ONTO A ROADWAY, THE SEDIMENT SHALL BE WASHED DOWN OR REPLACED. RUNNING OFF OF SEDIMENT FROM THE CONSTRUCTION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL SEDIMENTATION. PERIODIC RE-GRADING OR NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFECTIVENESS OF THE CONSTRUCTION ENTRANCE.
21. TEMPORARY SEEDING OR OTHER GRASSING STABILIZATION SHALL BE INITIATED WITHIN 14 DAYS OF THE LAST DISTURBANCE OF ANY AREA, UNLESS ADDITIONAL CONSTRUCTION IN THE AREA IS EXPECTED WITHIN 21 DAYS OF THE LAST DISTURBANCE.
23. UPON COMPLETION OF FINE GRADING, ALL SURFACES OF DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED. STABILIZATION IS ACHIEVED WHEN THE AREA IS EITHER COVERED BY PERMANENT IMPERVIOUS STRUCTURES, SUCH AS BUILDINGS, SIDEWALK, PAVEMENT, OR A UNIFORM PERENNIAL VEGETATIVE COVER.
24. AT THE CONCLUSION OF THE PROJECT, ALL INLETS, DRAIN PIPE, CHANNELS, DRAINAGEWAYS AND BORROW DITCHES AFFECTED BY THE CONSTRUCTION SHALL BE DREGDED, AND THE SEDIMENT GENERATED BY THE PROJECT SHALL BE REMOVED AND DISPOSED IN ACCORDANCE WITH APPLICABLE REGULATIONS.

STORM WATER DISCHARGE AUTHORIZATION:

1. CONTRACTOR SHALL COMPLY WITH ALL GOVERNING BODIES AND EPA STORM WATER POLLUTION PREVENTION REQUIREMENTS.
3. THE CONTRACTOR SHALL ENSURE THAT ALL PRIMARY OPERATORS SUBMIT A NOI TO THE GOVERNING BODY AT LEAST SEVEN DAYS PRIOR TO COMMENCING CONSTRUCTION (IF APPLICABLE), OR IF UTILIZING ELECTRONIC SUBMITTAL, PRIOR TO COMMENCING CONSTRUCTION. ALL PRIMARY OPERATORS SHALL PROVIDE A COPY OF THE SIGNED NOI TO THE OPERATOR OF ANY MSA (TYPICALLY THE CITY) RECEIVING DISCHARGE FROM THE SITE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF APPLICABLE, INCLUDING POSTING SITE NOTICE, INSPECTIONS, DOCUMENTATION, AND SUBMISSION OF ANY INFORMATION REQUIRED BY THE GOVERNING BODY AND EPA (E.G. NOI).
5. ALL CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES RELATED TO THE SWPPP SHALL SIGN THE REQUIRED CONTRACTOR CERTIFICATION STATEMENT ACKNOWLEDGING THEIR RESPONSIBILITIES AS SPECIFIED IN THE SWPPP.
6. A COPY OF THE SWPPP, INCLUDING NOI, SITE NOTICE, CONTRACTOR CERTIFICATIONS, AND ANY REVISIONS, SHALL BE SUBMITTED TO THE CITY BY THE CONTRACTOR AND SHALL BE RETAINED ON-SITE DURING CONSTRUCTION.
7. A NOTICE OF TERMINATION (NOT) SHALL BE SUBMITTED TO TCEQ BY ANY PRIMARY OPERATOR WITHIN 30 DAYS AFTER ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND A UNIFORM VEGETATIVE COVER HAS BEEN ESTABLISHED ON ALL UNPAVED AREAS AND AREAS NOT COVERED BY STRUCTURES, A TRANSFER OR OPERATIONAL CONTROL HAS OCCURRED, OR THE OPERATOR HAS OBTAINED ALTERNATIVE AUTHORIZATION UNDER A DIFFERENT PERMIT. A COPY OF THE NOI SHALL BE PROVIDED TO THE OPERATOR OF ANY MSA RECEIVING DISCHARGE FROM THE SITE.

DEMOLITION:

1. ENGINEER IS NOT RESPONSIBLE FOR THE MEANS AND METHODS EMPLOYED BY THE CONTRACTOR TO IMPLEMENT THIS DEMOLITION PLAN. THIS PRELIMINARY DEMOLITION PLAN SIMPLY IDENTIFIES THE KNOWN OBJECTS ON THE SUBJECT TRACT THAT ARE TO BE DEMOLISHED AND REMOVED FROM THE SITE.
2. THE ENGINEER DOES NOT WARRANT OR REPRESENT THAT THE PLAN, WHICH WAS PREPARED BASED ON SURVEY AND UTILITY INFORMATION PROVIDED BY OTHERS, SHOWS ALL IMPROVEMENTS AND UTILITIES, THAT THE IMPROVEMENTS AND UTILITIES ARE SHOWN ACCURATELY, OR THAT THE UTILITIES SHOWN CAN BE REMOVED. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ITS OWN SITE RECONNAISSANCE TO SCOPE ITS WORK AND TO CONFIRM WITH THE OWNERS OF IMPROVEMENTS AND UTILITIES THE ABILITY AND PROCESS FOR THE REMOVAL OF THEIR FACILITIES.
3. THE GOAL OF THE DEMOLITION IS TO LEAVE THE SITE IN A STATE SUITABLE FOR THE CONSTRUCTION OF THE PROPOSED DEVELOPMENT. REMOVAL OR PRESERVATION OF IMPROVEMENTS, UTILITIES, ETC. TO ACCOMPLISH THIS GOAL ARE THE RESPONSIBILITY OF THE CONTRACTOR.

GRADING:

1. THE CONTRACTOR AND GRADING SUBCONTRACTOR SHALL VERIFY THE SUITABILITY OF EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE START OF CONSTRUCTION. THE CIVIL ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
3. CONTRACTOR SHALL OBTAIN ANY REQUIRED GRADING PERMITS FROM THE CITY.
3. UNLESS OTHERWISE NOTED, PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN IN PAVED AREA REFLECT TOP OF PAVEMENT SURFACE. LOCATIONS ALONG A CURB LINE, AND THE HEIGHT OF THE CURB TO BE PAVED DIRECTLY FROM OF CURB ELEVATION.
4. PROPOSED SPOT ELEVATIONS AND CONTOURS OUTSIDE THE PAVEMENT ARE TO TOP OF FINISHED GRADE. CONTRACTOR SHALL TAKE INTO ACCOUNT THE HEIGHT OF LANDSCAPING SEEDING WHILE GRADING THE SITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE NO RUNOFF IS TRAPPED OR DIRECTLY TOWARDS THE BUILDINGS.
5. PROPOSED CONTOURS ARE APPROXIMATE. PROPOSED SPOT ELEVATIONS AND DESIGNATED GRADIENT ARE TO BE USED IN CASE OF DISCREPANCY.
6. ALL FINISHED GRADES SHALL TRANSITION UNIFORMLY BETWEEN THE FINISHED ELEVATIONS SHOWN.
7. CONTOURS AND SPOT GRADES SHOWN ARE ELEVATIONS OF TOP OF THE FINISHED SURFACE. WHEN PERFORMING THE GRADING OPERATIONS, THE CONTRACTOR SHALL PROVIDE AN APPROPRIATE ELEVATION HOLD-DOWN ALLOWANCE FOR THE THICKNESS OF PAVEMENT, SIDEWALK, TOPSOIL, MULCH, STONE, LANDSCAPING, RIP-RAP AND ALL OTHER SURFACE MATERIALS THAT WILL CONTRIBUTE TO THE TOP OF FINISHED GRADE. FOR EXAMPLE, THE LIMITS OF EARTHWORK IN PAVED AREAS IS THE BOTTOM OF THE PAVEMENT SECTION.
8. NO REPRESENTATIONS OF EARTHWORK QUANTITIES OR SITE BALANCE ARE MADE BY THESE PLANS. THE CONTRACTOR SHALL PROVIDE THEIR OWN EARTHWORK CALCULATION TO DETERMINE THEIR CONTRACT QUANTITIES AND COST. ANY SIGNIFICANT VARIANCE FROM A BALANCED SITE SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER AND OWNER.
9. ALL GRADING AND EARTHWORK SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING SUBSEQUENT ADDENDA.
10. ALL EXCAVATION IS UNCLASSIFIED AND SHALL INCLUDE ALL MATERIALS ENCOUNTERED. UNUSABLE EXCAVATED MATERIAL AND ALL WASTE RESULTING FROM SITE CLEARING AND GRUBBING SHALL BE REMOVED FROM THE SITE AND APPROPRIATELY DISPOSED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE.
11. EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF GRADING. REFERENCE EROSION CONTROL PLAN, DETAILS, GENERAL NOTES, AND SWPPP FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
12. BEFORE ANY EARTHWORK IS PERFORMED, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF THE PROJECT'S PROPERTY LINE AND SITE IMPROVEMENTS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.
13. CONTRACTOR TO DISPOSE OF ALL EXCESS EXCAVATION MATERIALS IN A MANNER THAT ADHERES TO LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS. THE CONTRACTOR SHALL KEEP A RECORD OF WHERE EXCESS EXCAVATION WAS DISPOSED, ALONG WITH THE RECEIVING LANDOWNER'S APPROVAL TO DO SO.
14. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF TOPSOIL AT THE COMPLETION OF FINE GRADING. CONTRACTOR SHALL REFER TO LANDSCAPE ARCHITECTURE PLANS FOR SPECIFICATIONS AND REQUIREMENTS FOR TOPSOIL.
16. NO EARTHWORK FILL SHALL BE PLACED IN ANY EXISTING DRAINAGE WAY, SWALE, CHANNEL, DITCH, CREEK, OR FLOODPLAIN FOR ANY 2 REASON OR ANY LENGTH OF TIME, UNLESS THESE PLANS SPECIFICALLY INDICATE THIS IS REQUIRED.
17. TEMPORARY CULVERTS MAY BE REQUIRED IN SOME LOCATIONS TO CONVEY RUN-OFF.
18. REFER TO DIMENSION CONTROL PLAN, AND PLAN FOR HORIZONTAL DIMENSIONS.
19. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND CONDITION FILL PER THE PROJECT GEOTECHNICAL ENGINEER'S SPECIFICATIONS. THE FILL MATERIAL TO BE USED SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
20. CONTRACTOR IS RESPONSIBLE FOR ALL SOILS TESTING AND CERTIFICATION, UNLESS SPECIFIED OTHERWISE BY OWNER. ALL SOILS TESTING SHALL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR AND SHALL COMPLY WITH CITY STANDARD SPECIFICATIONS AND THE GEOTECHNICAL REPORT. SOILS TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING SOILS. THE OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR SOILS TESTING.
21. ALL COPIES OF SOILS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY.
22. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE SOILS, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.
23. THE SCOPE OF WORK FOR CIVIL IMPROVEMENT SHOWN ON THESE PLANS TERMINATES 5- FEET FROM THE BUILDING. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT AND STRUCTURAL PLANS AND SPECIFICATIONS FILL, CONDITIONING, AND PREPARATIONS IN THE BUILDING PAD.
25. CONTRACTOR SHALL ENSURE THAT SUFFICIENT POSITIVE SLOPE AWAY FROM THE BUILDING PAD IS ACHIEVED FOR ENTIRE PERIMETER OF THE PROPOSED BUILDING(S) DURING GRADING OPERATIONS AND IN THE FINAL CONDITION. IF THE CONTRACTOR OBSERVES THAT THIS WILL NOT BE ACHIEVED, THE CONTRACTOR SHALL CONTACT THE ENGINEER TO REVIEW THE LOCATION.

26. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING WATER, OR BY OTHER MEANS APPROVED BY THE CITY, AT NO ADDITIONAL COST TO THE OWNER.
28. EXISTING TREE LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. CONTRACTOR SHALL REPORT ANY DISCREPANCIES FOUND IN THE FIELD THAT AFFECT THE GRADING PLAN TO THE CIVIL ENGINEER.
29. CONTRACTOR SHALL FIELD VERIFY ALL PROTECTED TREE LOCATIONS, INDIVIDUAL PROTECTED TREE CRITICAL ROOT ZONES, AND PROPOSED SITE GRADING, AND NOTIFY THE CIVIL ENGINEER AND LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH THE TREE PRESERVATION PLAN BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING THE WORK.
30. TREE PROTECTION SHALL BE INSTALLED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE TREE PROTECTION DETAILS AND THE APPROVED TREE PRESERVATION PLANS BY THE LANDSCAPE ARCHITECT.
31. CONTRACTOR SHALL REFER TO THE LANDSCAPING AND TREE PRESERVATIONS PLANS FOR ALL INFORMATION AND DETAILS REGARDING EXISTING TREES TO BE REMOVED AND PRESERVED.
32. NO TREE SHALL BE REMOVED UNLESS A TREE REMOVAL PERMIT HAS BEEN ISSUED BY THE CITY, OR CITY HAS OTHERWISE CONFIRMED IN WRITING THAT ONE IS NOT NEEDED FOR THE TREE(S).
33. NO TREE SHALL BE REMOVED OR DAMAGED WITHOUT PRIOR AUTHORIZATION OF THE OWNER OR OWNER'S REPRESENTATIVE. EXISTING TREES SHALL BE PRESERVED WHENEVER POSSIBLE AND GRADING IMPACT TO THEM HELD TO A MINIMUM.
34. AFTER PLACEMENT OF SUBGRADE AND PRIOR TO PLACEMENT OF PAVEMENT, CONTRACTOR SHALL TEST AND OBSERVE PAVEMENT AREAS FOR EVIDENCE OF PONDING AND INADEQUATE SLOPE FOR DRAINAGE. ALL AREAS SHALL ADEQUATELY DRAIN TOWARDS THE INTENDED STRUCTURE TO CONVEY STORMWATER RUNOFF. CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER AND ENGINEER IF ANY AREAS OF POOR DRAINAGE ARE DISCOVERED.
35. CONTRACTOR FIELD ADJUSTMENT OF PROPOSED SPOT GRADES IS ALLOWED, IF THE APPROVAL OF THE CIVIL ENGINEER IS OBTAINED.

RETAINING WALLS:

1. RETAINING WALLS SHOWN ARE FOR SITE GRADING PURPOSES ONLY, AND INCLUDE ONLY LOCATION AND SURFACE SPOT ELEVATIONS AT THE TOP AND BOTTOM OF THE WALL.
2. RETAINING WALL TYPE OR SYSTEM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, WITH THE OWNERS APPROVAL.
3. RETAINING WALL DESIGN SHALL BE PROVIDED BY OTHERS. STRUCTURAL DESIGN AND PERMITTING OF RETAINING WALLS, RAILINGS, AND OTHER WALL SAFETY DEVICES SHALL BE PERFORMED BY A LICENSED ENGINEER AND ARE NOT PART OF THIS PLAN SET.
4. RETAINING WALL ENGINEER SHALL CONSULT THESE PLANS AND THE GEOTECHNICAL REPORT FOR POTENTIAL CONFLICTS.

PAVING:

1. ALL PAVING MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY STANDARD DETAILS AND SPECIFICATIONS, THE FINAL GEOTECHNICAL REPORT AND ALL ISSUED ADDENDA, AND COMMONLY ACCEPTED CONSTRUCTION STANDARDS. THE CITY SPECIFICATIONS SHALL GOVERN WHERE OTHER SPECIFICATIONS DO NOT EXIST. IN CASE OF CONFLICTING SPECIFICATIONS OR DETAILS, THE MORE RESTRICTIVE SPECIFICATION/DETAIL SHALL BE FOLLOWED.
2. ALL PRIVATE ON-SITE PAVING AND PAVING SUBGRADE SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING ALL ADDENDA.
3. ALL FIRE LANE PAVING AND PAVING SUBGRADE SHALL COMPLY WITH CITY STANDARDS AND DETAILS. IF THESE ARE DIFFERENT THAN THOSE IN THE FINAL GEOTECHNICAL REPORT, THEN THE MORE RESTRICTIVE SPECIFICATION SHALL BE FOLLOWED.
4. ALL PUBLIC PAVING AND PAVING SUBGRADE SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
5. CONTRACTOR IS RESPONSIBLE FOR ALL PAVING AND PAVING SUBGRADE TESTING AND CERTIFICATION, UNLESS SPECIFIED OTHERWISE BY OWNER. ALL PAVING AND PAVING SUBGRADE TESTING SHALL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING PAVING AND SUBGRADE. OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR PAVING AND PAVING SUBGRADE TESTING.
6. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE PAVING AND PAVING SUBGRADE, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.
8. CURB RAMPING SHALL BE PERFORMED BY THE CONTRACTOR AND SHALL BE IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BASED ON THE CITY STANDARD CONSTRUCTION DETAIL AND SPECIFICATIONS.
10. ALL PRIVATE (OUTSIDE OF PUBLIC RIGHT-OF-WAY) ACCESSIBLE RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA AND TAS STANDARDS, LATEST EDITION.
11. ANY COMPONENTS OF THE PROJECT SUBJECT TO RESIDENTIAL USE SHALL ALSO CONFORM TO THE FAIR HOUSING ACT AND COMPLY WITH THE FAIR HOUSING ACT DESIGN MANUAL BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.
12. CONTRACTOR SHALL CONSTRUCT PROPOSED PAVEMENT TO MATCH EXISTING PAVEMENT WITH A SMOOTH, FLUSH, CONNECTION.
13. CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS FOR FIRE LANES, PARKING STALLS, HANDICAPPED PARKING SYMBOLS, AND MISCELLANEOUS STRIPING WITHIN PARKING LOT AND AROUND BUILDING AS SHOWN ON THE PLANS. ALL PAINT AND PAVEMENT MARKINGS SHALL ADHERE TO CITY AND OWNER STANDARDS.
14. REFER TO GEOTECHNICAL REPORT FOR PAVING JOINT LAYOUT PLAN REQUIREMENTS FOR PRIVATE PAVEMENT.
15. REFER TO CITY STANDARD DETAILS AND SPECIFICATIONS FOR JOINT LAYOUT PLAN REQUIREMENTS FOR PUBLIC PAVEMENT.
16. ALL REINFORCING STEEL SHALL CONFORM TO THE GEOTECHNICAL REPORT, CITY STANDARDS, AND ASTM A-615, GRADE 60, AND SHALL BE SUPPORTED BY BAR CHAIRS. CONTRACTOR SHALL USE THE MORE STRINGENT OF THE CITY AND GEOTECHNICAL STANDARDS.
17. ALL JOINTS SHALL EXTEND THROUGH THE CURB.
18. THE MINIMUM LENGTH OF OFFSET JOINTS AT RADIUS POINTS SHALL BE 2 FEET.
19. CONTRACTOR SHALL SUBMIT A JOINTING PLAN TO THE ENGINEER AND OWNER PRIOR TO BEGINNING ANY OF THE PAVING WORK.
20. ALL SAWCUTS SHALL BE FULL DEPTH FOR PAVEMENT REMOVAL AND CONNECTION TO EXISTING PAVEMENT.
21. FIRE LANES SHALL BE MARKED AND LABELED AS A FIRE LANE PER CITY STANDARDS.
22. UNLESS THE PLANS SPECIFICALLY DICTATE TO THE CONTRARY, ON-SITE AND OTHER DIRECTIONAL SIGNS SHALL BE ORIENTED SO THEY ARE READABLE FROM THE STREET.
23. CONTRACTOR IS RESPONSIBLE FOR INSTALLING NECESSARY CONDUIT FOR LIGHTING, IRRIGATION, ETC. PRIOR TO PLACEMENT OF PAVEMENT. ALL CONSTRUCTION DOCUMENTS (CIVIL, MEP, LANDSCAPE, IRRIGATION, AND ARCHITECT) SHALL BE CONSULTED.
24. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES (PER ADA, TAS, AND FHA) EXIST TO AND FROM EVERY DOOR AND ALONG SIDEWALKS, ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND ACCESSIBLE ROUTES.
25. IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPE EXCEED 2.0 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5.0 PERCENT. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION.
25. CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM BOARDS PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA/TAS SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA AND TAS SLOPE COMPLIANCE ISSUES.

STORM DRAINAGE:

1. ALL STORM SEWER MATERIALS AND CONSTRUCTION SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
2. THE SITE UTILITY CONTRACTOR SHALL PROVIDE ALL MATERIALS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF THE STORM SEWER.
3. THE CONTRACTOR SHALL FIELD VERIFY THE SIZE, CONDITION, HORIZONTAL, AND VERTICAL LOCATIONS OF ALL EXISTING STORM SEWER FACILITIES THAT ARE TO BE CONNECTED TO, PRIOR TO START OF CONSTRUCTION OF ANY STORM SEWER, AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED.
4. THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS SHOWN, INCLUDING THE HORIZONTAL AND VERTICAL LOCATION OF CURB INLETS AND GRATE INLETS AND ALL UTILITIES CROSSING THE STORM SEWER.
5. FLOW LINE, TOP-OF-CURB, RIM, THROAT, AND GRAVE ELEVATIONS OF PROPOSED INLETS SHALL BE VERIFIED WITH THE GRADING PLAN AND FIELD CONDITIONS PRIOR TO THEIR INSTALLATION.
6. ALL PUBLIC STORM SEWER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO CITY PUBLIC WORKS STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
7. ALL PRIVATE STORM SEWER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO THE APPLICABLE PLUMBING CODE. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
8. ALL PVC TO RCP CONNECTIONS AND ALL STORM PIPE CONNECTIONS ENTERING STRUCTURES OR OTHER STORM PIPES SHALL HAVE A CONCRETE COLLAR AND BE GROUTED TO ASSURE THE CONNECTION IS WATERTIGHT.
10. ALL PUBLIC STORM SEWER LINES SHALL BE MINIMUM CLASS III RCP. PRIVATE STORM SEWER LINES 18-INCHES AND GREATER SHALL BE CLASS III RCP OR OTHER APPROVED MATERIAL.
10. WHERE COVER EXCEEDS 20- FEET OR IS LESS THAN 2- FEET, CLASS IV RCP SHALL BE USED.
11. IF CONTRACTOR PROPOSES TO USE HDPE OR PVC IN LIEU OF RCP FOR PRIVATE STORM SEWER, CONTRACTOR SHALL SUBMIT TECHNICAL DATA TO THE OWNER, ENGINEER AND CITY ENGINEER/INSPECTOR FOR APPROVAL PRIOR TO ORDERING THE MATERIAL.
11. PROPOSED HOPE AND PVC SHALL BE WATERTIGHT.
13. EMBEDMENT FOR ALL STORM SEWER LINES, PUBLIC OR PRIVATE, SHALL BE PER CITY STANDARD DETAILS.
14. ALL WYE CONNECTIONS AND PIPE BENDS ARE TO BE PREFABRICATED AND INSTALLED PER MANUFACTURERS SPECIFICATIONS.
15. USE 4 FOOT JOINTS WITH BEVELED ENDS IF RADIUS OF STORM SEWER IS LESS THAN 100 FEET.

WATER AND WASTEWATER:

1. ALL WATER AND WASTEWATER MATERIALS AND CONSTRUCTION SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.
2. CONTRACTOR SHALL FIELD VERIFY THE SIZE, CONDITION, HORIZONTAL, AND VERTICAL LOCATIONS OF ALL EXISTING WATER AND WASTEWATER FACILITIES THAT ARE TO BE CONNECTED TO, PRIOR TO START OF CONSTRUCTION OF ANY WATER OR WASTEWATER CONSTRUCTION, AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED.
3. CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS SHOWN, INCLUDING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY SERVICES ENTERING THE BUILDING.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATION OF ALL UTILITY CROSSINGS PRIOR TO THE INSTALLATION OF ANY PIPE.
5. THE SITE UTILITY CONTRACTOR SHALL PROVIDE ALL MATERIALS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF THE WATER AND WASTEWATER IMPROVEMENTS.
6. ALL PUBLIC WATER AND WASTEWATER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO CITY PUBLIC WORKS STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
8. ALL PRIVATE WATER AND WASTEWATER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO THE APPLICABLE PLUMBING CODE. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
9. FIRE SPRINKLER LINES SHALL BE DESIGNED AND INSTALLED BY A LICENSED FIRE SPRINKLER CONTRACTOR AND COMPLY TO THE APPLICABLE CODES AND INSPECTIONS REQUIRED. THESE PLANS WERE PREPARED WITHOUT THE BENEFIT OF THE FIRE SPRINKLER DESIGN. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
10. EMBEDMENT FOR ALL WATER AND WASTEWATER LINES, PUBLIC OR PRIVATE, SHALL BE PER CITY STANDARD DETAILS.
10. CONTRACTOR SHALL TAKE REQUIRED SANITARY PRECAUTIONS; FOLLOWING ANY CITY AND AWWA STANDARDS, TO KEEP WATER PIPE AND FITTINGS CLEAN AND CAPPED AT TIMES WHEN INSTALLATION IS NOT IN PROGRESS.
11. CONTRACTOR SHALL PROVIDE CONSTRUCTION SURVEYING FOR ALL WATER AND WASTEWATER LINES.

13. CONTRACTOR SHALL COMPLY WITH CITY REQUIREMENTS FOR WATER AND WASTEWATER SERVICE DISRUPTIONS AND THE AMOUNT OF PRIOR NOTICE THAT IS REQUIRED, AND SHALL COORDINATE DIRECTLY WITH THE APPROPRIATE CITY DEPARTMENT.
14. CONTRACTOR SHALL SEQUENCE WATER AND WASTEWATER CONSTRUCTION TO AVOID INTERRUPTION OF SERVICE TO SURROUNDING PROPERTIES.
15. CONTRACTOR SHALL MAINTAIN WATER SERVICE AND WASTEWATER SERVICE TO ALL CUSTOMERS THROUGHOUT CONSTRUCTION (IF NECESSARY, BY USE OF TEMPORARY METHODS APPROVED BY THE CITY AND OWNER). THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
16. THE CONTRACTOR IS RESPONSIBLE TO PROTECT ALL WATER AND WASTEWATER SERVICE LINES CROSSING THE PROJECT. THE CONTRACTOR SHALL REPAIR ALL DAMAGED LINES IMMEDIATELY. ALL REPAIRS OF EXISTING WATER MAINS, WATER SERVICES, SEWER MAINS, AND SANITARY SEWER SERVICES ARE SUBSIDIARY TO THE WORK, AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
17. VALVE ADJUSTMENTS SHALL BE CONSTRUCTED SUCH THAT THE COVERS ARE AT FINISHED SURFACE GRADE OF THE PROPOSED PAVEMENT.
18. THE ENDS OF ALL EXISTING WATER MAINS THAT ARE CUT, BUT NOT REMOVED, SHALL BE PLUGGED AND ABANDONED IN PLACE. THIS WORK SHALL BE CONSIDERED AS A SUBSIDIARY COST TO THE PROJECT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
19. ALL FIRE HYDRANTS, VALVES, TEES, BENDS, WYES, REDUCERS, FITTINGS, AND ENDS SHALL BE MECHANICALLY RESTRAINED AND/OR THRUST BLOCKED TO CITY STANDARDS.
20. CONTRACTOR SHALL INSTALL A FULL SEGMENT OF WATER OR WASTEWATER PIPE CENTERED AT ALL UTILITY CROSSINGS SO THAT THE JOINTS ARE GREATER THAN 9- FEET FROM THE CROSSING.
21. ALL CROSSINGS AND LOCATIONS WHERE WASTEWATER IS LESS THAN 9- FEET FROM WATER, WASTEWATER CONSTRUCTION AND MATERIALS SHALL COMPLY WITH TCEQ CHAPTER 217.53.
22. ALL CROSSING AND LOCATIONS WHERE WATER IS LESS THAN 9- FEET FROM WASTEWATER, WATER CONSTRUCTION AND MATERIALS SHALL COMPLY WITH TCEQ CHAPTER 290.44.
23. ALL WATER AND WASTEWATER SHALL BE TESTED IN ACCORDANCE WITH THE CITY, AWWA, AND TCEQ STANDARDS AND SPECIFICATIONS. AT A MINIMUM, THIS SHALL CONSIST OF THE FOLLOWING:
  - a. ALL UTILITY WATER LINES SHALL BE HYDROSTATICALLY TESTED AND CHLORINATED BEFORE BEING PLACED INTO SERVICE. CONTRACTOR SHALL COORDINATE WITH THE CITY FOR THEIR REQUIRED PROCEDURES AND SHALL ALSO COMPLY WITH TCEQ REGULATIONS.
  - b. WASTEWATER LINES AND MANHOLES SHALL BE PRESSURE TESTED. CONTRACTOR SHALL COORDINATE WITH THE CITY FOR THEIR REQUIRED PROCEDURES AND SHALL ALSO COMPLY WITH TCEQ REGULATIONS. AFTER COMPLETION OF THESE TESTS, A TELEVISION INSPECTION SHALL BE PERFORMED AND PROVIDED TO THE CITY AND OWNER ON A DVD.
24. CONTRACTOR SHALL INSTALL DETECTABLE WIRING OR MARKING TAPE A MINIMUM OF 12" ABOVE WATER AND WASTEWATER LINES. MARKER DECALS SHALL BE LABELED "CAUTION - WATER LINE", OR "CAUTION - SEWER LINE". DETECTABLE WIRING AND MARKING TAPE SHALL COMPLY WITH CITY STANDARDS, AND SHALL BE INCLUDED IN THE COST OF THE WATER AND WASTEWATER PIPE.
25. DUCTILE IRON PIPE SHALL BE PROTECTED FROM CORROSION BY A LOW-DENSITY POLYETHYLENE LINER WRAP THAT IS AT LEAST A SINGLE LAYER OF 12 MIL. ENDS OF DUCTILE IRON JOINTS SHALL BE BONDED.
26. WATERLINES SHALL BE INSTALLED AT NO LESS THAN THE MINIMUM COVER REQUIRED BY THE CITY.
27. CONTRACTOR SHALL PROVIDE CLEAN-OUTS FOR PRIVATE SANITARY SEWER LINES AT ALL CHANGES IN DIRECTION AND 100-FOOT INTERVALS, OR AS REQUIRED BY THE APPLICABLE PLUMBING CODE. CLEAN-OUTS REQUIRED IN PAVEMENT OR SIDEWALKS SHALL HAVE CAST IRON COVERS FLUSH WITH FINISHED GRADE.
28. CONTRACTOR SHALL PROVIDE BACKWATER VALVES FOR PLUMBING FIXTURES AS REQUIRED BY THE APPLICABLE PLUMBING CODE (E.G. FLOOR ELEVATION OF FIXTURE UNIT IS BELOW THE ELEVATION OF THE MANHOLE COVER OF THE NEXT UPSTREAM MANHOLE IN THE PUBLIC SEWER). CONTRACTOR SHALL REVIEW BOTH MEP AND CIVIL PLANS TO CONFIRM WHERE THESE ARE REQUIRED.



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BH#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BH#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



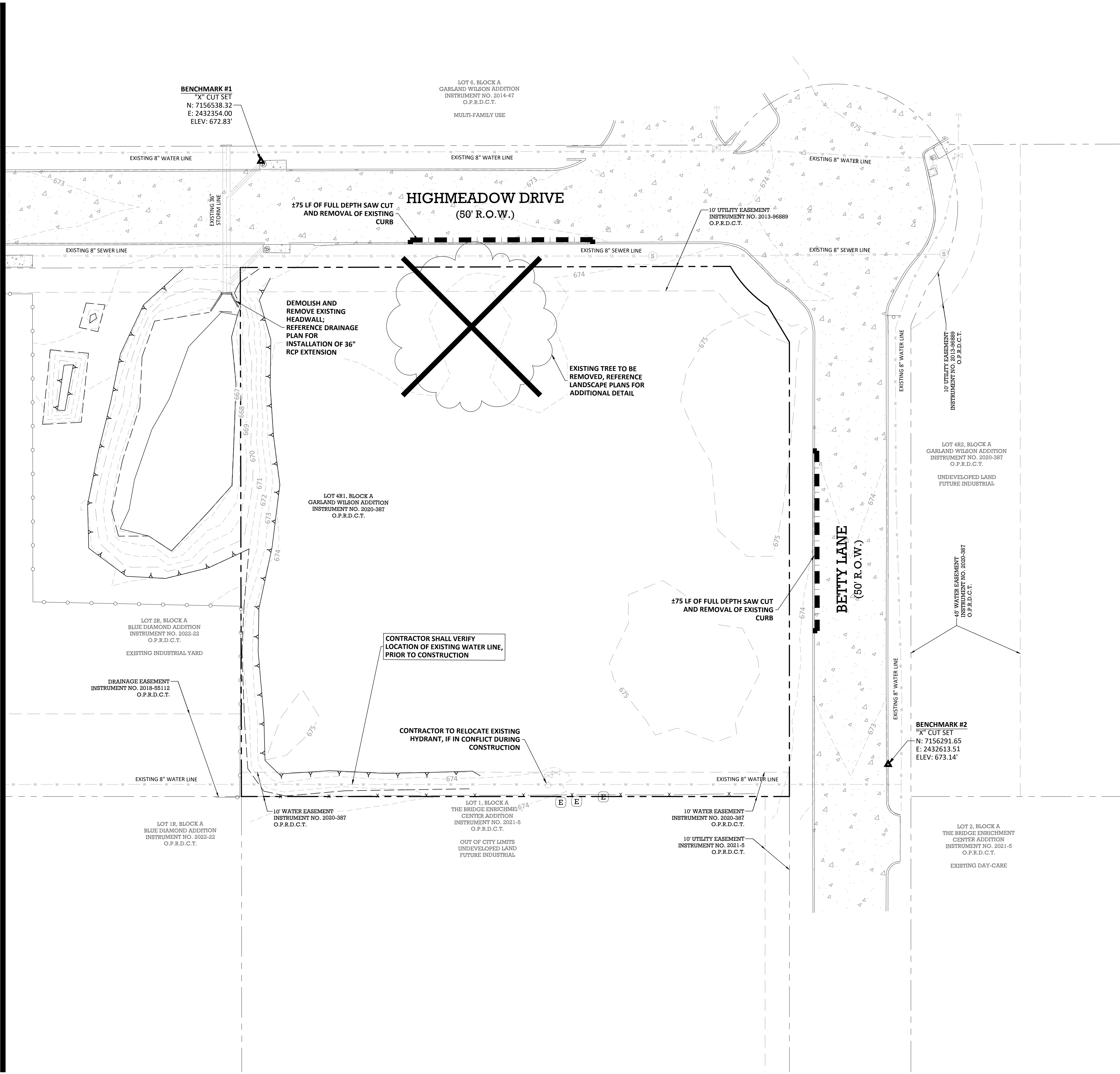
Know what's below.  
Call before you dig.

PROJECT INFORMATION:

SHOPS AT  
HIGH  
MEADOWS

OWNER:<





**LEGEND**

|                        |     |
|------------------------|-----|
| PROPERTY LINE          | --- |
| ADJACENT PROPERTY LINE | --- |
| EASEMENT LINE          | --- |
| EXISTING CONTOUR       | --- |
| EXISTING OHE           | --- |
| WATER                  | --- |
| SANITARY SEWER         | --- |
| STORM                  | --- |

- DEMOLITION NOTES**
  - ENGINEER IS NOT RESPONSIBLE FOR THE MEANS AND METHODS EMPLOYED BY THE CONTRACTOR TO IMPLEMENT THIS DEMOLITION PLAN. THIS PLAN INDICATES THE KNOWN OBJECTS ON THE SUBJECT TRACT THAT ARE TO BE DEMOLISHED AND REMOVED FROM THE SITE. ADDITIONAL DEMOLITION MAYBE REQUIRED BY THE OWNER AND SHOULD BE CONFIRMED BY THE CONTRACTOR.
  - THIS PLAN WAS PREPARED BASED ON A SURVEY AND RECORD DRAWING INFORMATION PROVIDED BY OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ITS OWN SITE RECONNAISSANCE TO SCOPE ITS WORK AND TO BE CONFIRMED BY THE OWNER.
  - THE OBJECTIVE OF THE DEMOLITION PLAN IS TO LEAVE THE SITE IN A STATE SUITABLE FOR THE CONSTRUCTION OF THE DEVELOPMENT. REMOVAL, PRESERVATION OR ADJUSTMENT OF EXISTING UTILITIES OR STRUCTURES ARE TO BE ACCOMPLISHED BY THE CONTRACTOR.
  - CONTRACTOR TO FIELD VERIFY ALL EXISTING GRADES, PRIOR TO COMMENCING WORK.
  - CONTRACTOR TO ALERT OWNER AND ENGINEER TO ANY DISCREPANCY BETWEEN THIS PLAN AND ACTUAL FIELD CONDITIONS, PRIOR TO COMMENCING WORK.
  - ALL ELEVATIONS DEPICTED ARE TOP OF SURFACE, UNLESS OTHERWISE NOTED.
  - CONTOURS AND SPOT GRADES SHOWN ARE ELEVATIONS AT THE TOP OF THE FINISHED GRADE.

BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:

|              |       |
|--------------|-------|
| REVISION(S): | DATE: |
|              |       |
|              |       |
|              |       |
|              |       |

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00

**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)

PROJECT INFORMATION:

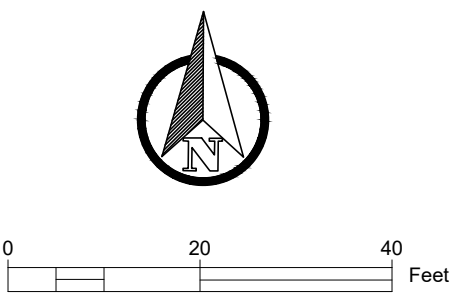
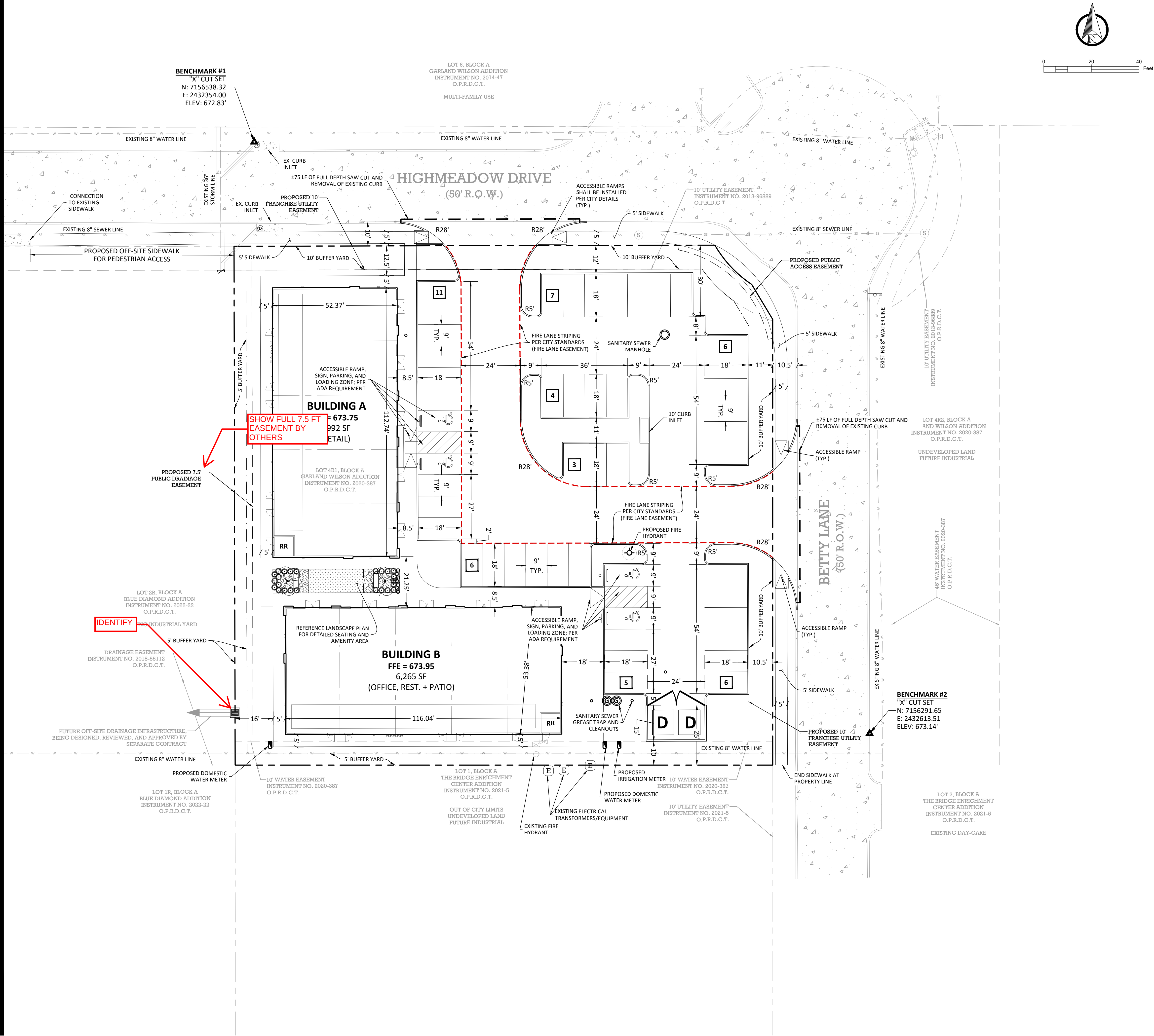
## SHOPS AT HIGH MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:  
**EXISTING CONDITIONS AND DEMOLITION PLAN**

SHEET NUMBER:  
**C0.02**





LEGEND

|                         |                |
|-------------------------|----------------|
| PROPERTY LINE           | ---            |
| ADJACENT PROPERTY LINE  | ---            |
| EASEMENT LINE           | ---            |
| EXISTING OHE            | CHU CHU CHU    |
| EXISTING WATER          | W W W          |
| EXISTING SANITARY SEWER | SS SS SS SS SS |
| EXISTING STORM          | ---            |
| PROPOSED WATER          | W W            |
| PROPOSED SANITARY SEWER | SS SS SS SS SS |
| PROPOSED STORM          | ---            |
| PROPOSED RETAINING WALL | ---            |

SITE NOTES

1. SITE SHALL ADHERE TO ALL CITY OF AUBREY ORDINANCES.
2. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL RADII ARE 2' UNLESS OTHERWISE NOTED.
4. SITE INFORMATION SHOWN IS ESTIMATED BASED ON SURVEY DATA AND EXISTING AS-BUILT DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES, PRIOR TO COMMENCING WORK.
5. CONTRACTOR TO FIELD VERIFY ALL EXISTING GRADES, PRIOR TO COMMENCING WORK.
6. CONTRACTOR TO ALERT OWNER AND ENGINEER TO ANY DISCREPANCY BETWEEN THIS PLAN AND ACTUAL FIELD CONDITIONS, PRIOR TO COMMENCING WORK.
7. ADA PARKING SPACES, MARKINGS, SIGNS, AND GRADING SHALL CONFORM TO ALL ADA PRACTICES AND STANDARDS. CONTRACTOR TO CONSTRUCT ALL ADA FACILITIES TO LOCALLY APPROVED ADA GUIDELINES.
8. ALL RETAINING WALLS ARE TO BE DESIGNED BY OTHERS. LOCATION AND ELEVATION ARE ONLY SHOWN FOR REFERENCE.
9. THE SANITATION CONTAINER SCREENING WALLS SHALL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATIONS.
10. MECHANICAL AND HEATING AND AIR-CONDITIONING EQUIPMENT IN NONRESIDENTIAL USES SHALL BE SCREENED FROM VIEW OF THE PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.
11. THE LIGHTING FOR THE SUBJECT PROPERTY WILL BE CONSTRUCTED AND OPERATED IN CONFORMANCE WITH THE CITY OF AUBREY ZONING ORDINANCE.

SITE DATA TABLE

|                                |                           |
|--------------------------------|---------------------------|
| LOT SIZE (AC/SF)               | 1.121 AC / 48,824 SF      |
| EXISTING ZONING                | SC - SHOPPING CENTER      |
| OCCUPANCY TYPE                 | A2, A3, B, M              |
| PROPOSED USE                   | SHOPPING CENTER           |
| BUILDING AREA                  | 12,257 SF                 |
| BUILDING HEIGHT                | 24 FT / 29 FT             |
| LOT COVERAGE                   | 0.25                      |
| FLOOR AREA RATIO               | 0.25                      |
| IMPERVIOUS AREA                | 39,374 SF                 |
| IMPERVIOUS AREA COVERAGE       | 81.3%                     |
| PERVIOUS AREA COVERAGE         | 18.7%                     |
| REQUIRED PARKING RATIO (SC)    | 3 SPACES PER 1000 SF      |
| REQUIRED PARKING RATIO (REST.) | 1 SPACES PER 3 SEATS      |
| TOTAL REQUIRED PARKING         | 27 (SC) + 21 (REST.) = 48 |
| PROVIDED PARKING COUNT         | 48 SPACES                 |
| ADA ACCESSIBLE PARKING SPACES  | 4 SPACES                  |

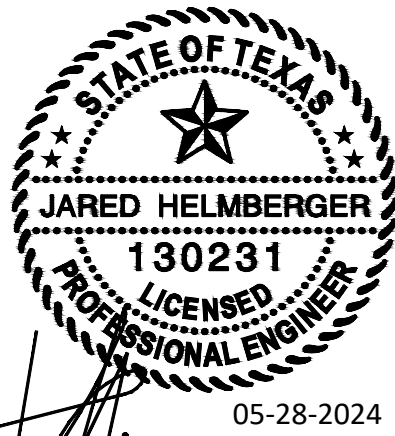
CITY FIRE NOTATIONS

1. FIRE HYDRANTS SHALL BE LOCATED BETWEEN 2-6 FEET FROM THE BACK OF THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED WITHIN A TURNING RADIUS.
2. ALL FIRE LANES, STRIPED PER CITY STANDARDS, AND HYDRANTS SHALL BE COMPLETED AND IN WORKING ORDER PRIOR TO VERTICAL CONSTRUCTION.
3. A 5' CLEAR PATH SHALL BE MAINTAINED BETWEEN THE FDC AND THE FIRE LANE.
4. WALL MOUNTED FDC'S SHALL BE NO FURTHER THAN 30' FROM THE FIRE LANE.
5. FDC'S SHALL BE WITHIN 100', AS THE HOSE LAYS, OF A FIRE HYDRANT.



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S):

DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



PROJECT INFORMATION:

SHOPS AT  
HIGH  
MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

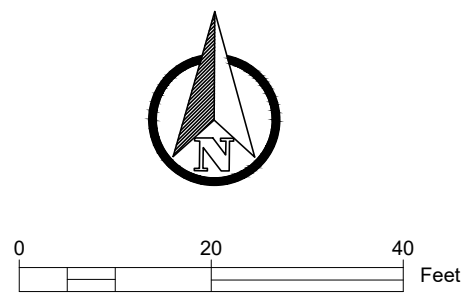
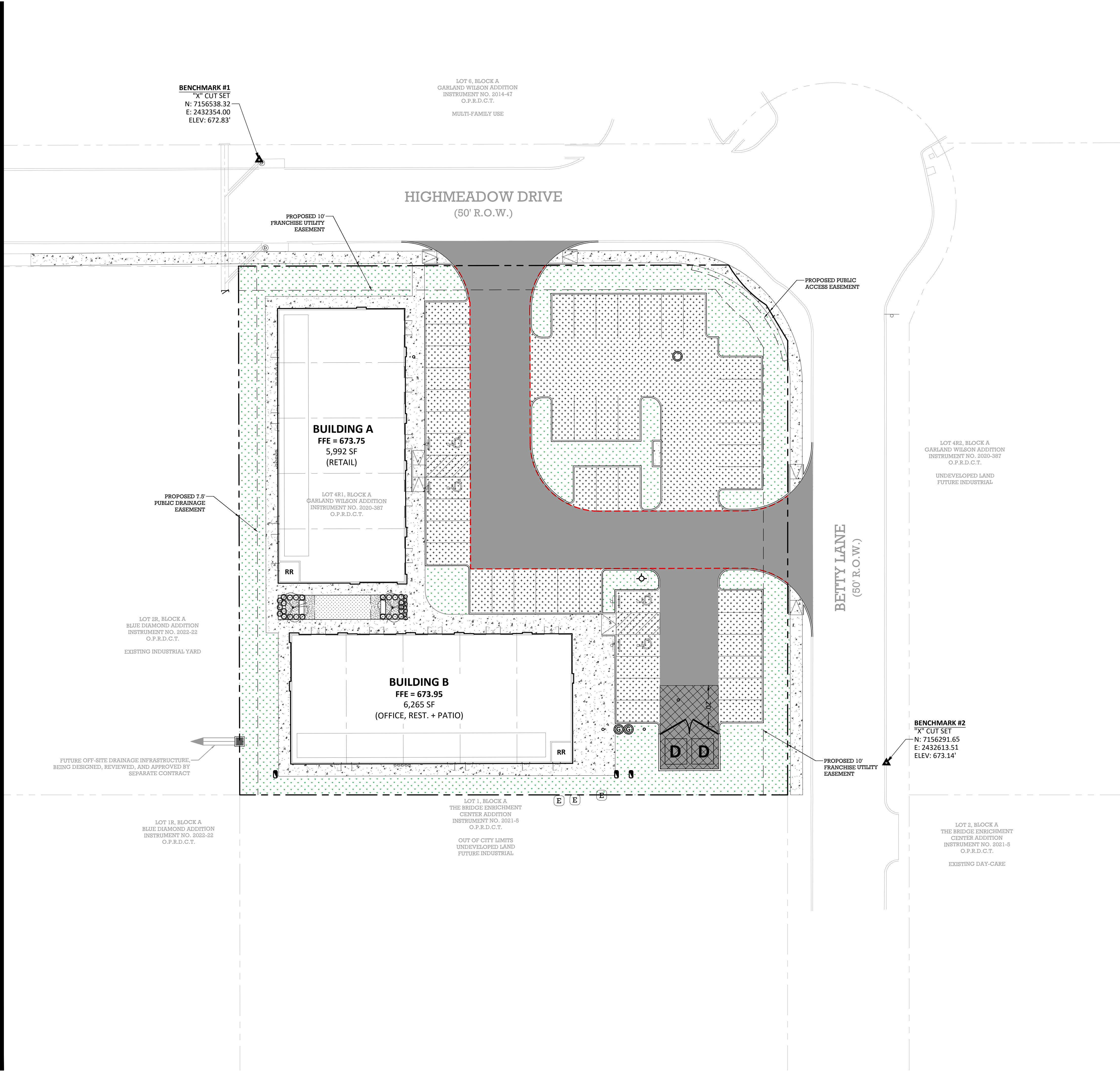
SITE AND  
DIMENSION  
CONTROL PLAN

SHEET NUMBER:

C1.00

BEAR LAND COMPANY





**LEGEND**

PROPERTY LINE  
ADJACENT PROPERTY LINE  
EASEMENT LINE

5" STANDARD DUTY PAVEMENT  
6" FIRE LANE PAVEMENT  
7" DUMPSTER PAVEMENT  
4" SIDEWALK PAVEMENT  
GRASS/OPEN SPACE

**PAVEMENT NOTES**

- REFERENCE GENERAL NOTES SHEET FOR ADDITIONAL GRADING NOTES.
- DETAILS ARE PROVIDED FOR CONVENIENCE ONLY, WORK SHALL BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT (G232758) BY ALPHA TESTING, DATED OCTOBER 23RD, 2023 FOR ALL PAVEMENT AND SUBGRADE RECOMMENDATIONS.
- FIRE LANE PAVEMENT SHALL ADHERE TO CITY OF AUBREY STANDARDS.
- CITY OF AUBREY SIDEWALK DETAIL IS PROVIDED IN THE CONSTRUCTION DETAILS, FOR REFERENCE. CONTRACTOR SHALL PROVIDE APPROVED EQUIVALENT, IF DESIRED.

**6.6.2 Portland Cement Concrete (PCC) Pavement**

Following subgrade preparation as recommended in Section 6.6.1, the following PCC (reinforced) pavement sections are recommended in Table C.

| TABLE C<br>Recommended PCC Pavement Sections                           |                                       |                       |
|------------------------------------------------------------------------|---------------------------------------|-----------------------|
| Paving Areas and/or Type                                               | Subgrade Thickness, Inches            | PCC Thickness, Inches |
| Parking Areas Subjected Exclusively to Passenger Vehicle Traffic       | Scarified and Compacted; 6            | 5                     |
| Drive Lanes, Fire Lanes, Areas Subject to Light Volume Truck Traffic   | Lime, Cement or Cem-Lime™ Modified, 6 | 6                     |
| Dumpster Traffic Areas, Areas Subject to Moderate Volume Truck Traffic | Lime, Cement or Cem-Lime™ Modified, 6 | 7                     |

PCC should have a minimum compressive strength of 3,000 psi at 28 days in parking areas subjected exclusively to passenger vehicle traffic. We recommend a minimum compressive strength of 3,500 psi at 28 days for drive lanes, fire lanes, and truck areas. Concrete should be designed with 4.5±1.5 percent entrained air. Joints in concrete paving should not exceed 15 ft. Reinforcing steel should consist of No. 3 bars placed at 18 inches on-center in two (2) directions.

BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:

REVISION(S):  
DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)

Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

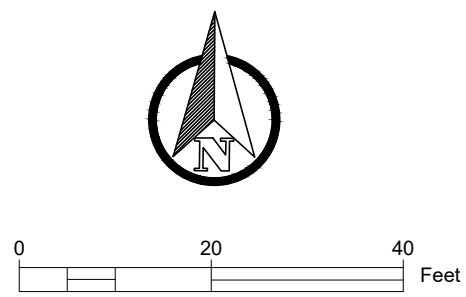
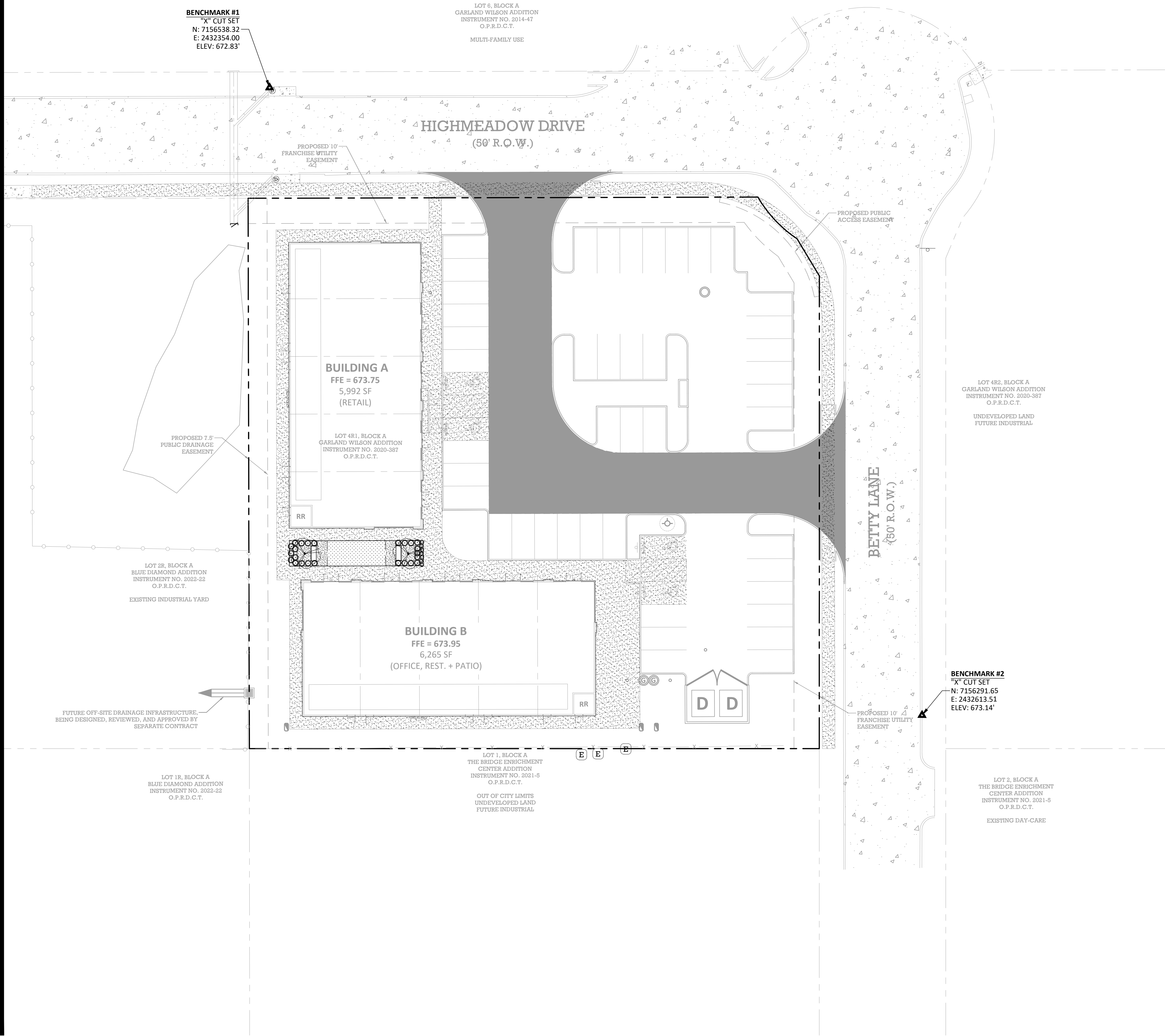
SHEET TITLE:

**PAVING PLAN**

SHEET NUMBER:

**C1.01**





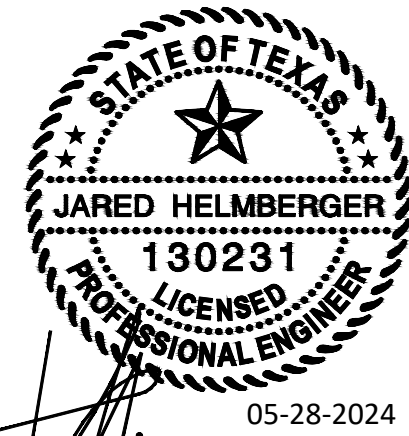
**LEGEND**

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- PAVEMENT TO BE COMPLIANT WITH ADA STANDARDS
- FIRE LANE PAVEMENT



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

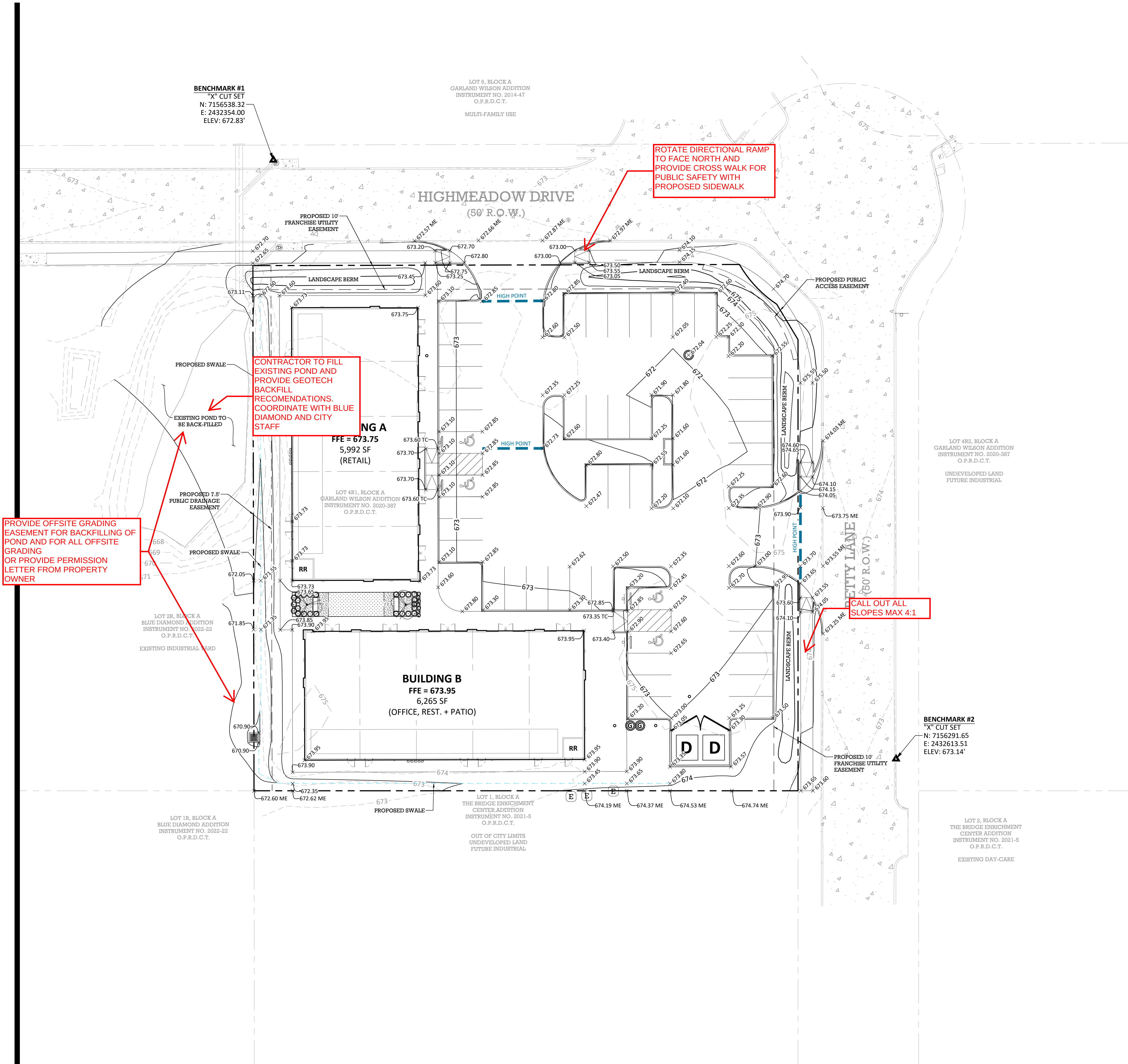
OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:  
**EMERGENCY AND  
ACCESSIBLE  
ACCESS PLAN**

SHEET NUMBER:  
**C1.02**

BEAR LAND COMPANY





**LEGEND**

|                        |          |
|------------------------|----------|
| PROPERTY LINE          | ---      |
| ADJACENT PROPERTY LINE | ---      |
| EASEMENT LINE          | ---      |
| EXISTING CONTOUR       | ---      |
| PROPOSED CONTOUR       | ---      |
| PROPOSED SWALE         | ---      |
| HIGH POINT (HP)        | ---      |
| EXISTING OHE           | ---      |
| PROPOSED GRADE         | x 100    |
| TOP OF WALL GRADE      | x 100 TW |
| BOTTOM OF WALL GRADE   | x 100 BW |
| MATCH EXISTING GRADE   | x 100 ME |

**GRADING NOTES**

1. WORK SHALL BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR ALL PAVEMENT AND SUBGRADE RECOMMENDATIONS.
2. REFERENCE GENERAL NOTES SHEET FOR ADDITIONAL GRADING NOTES.
3. CONTRACTOR TO FIELD VERIFY ALL EXISTING GRADES, PRIOR TO COMMENCING WORK.
4. CONTRACTOR TO ALERT OWNER AND ENGINEER TO ANY DISCREPANCY BETWEEN THIS PLAN AND ACTUAL FIELD CONDITIONS, PRIOR TO COMMENCING WORK.
5. ALL ELEVATIONS DEPICTED ARE TOP OF SURFACE, UNLESS OTHERWISE NOTED.
6. CONTOURS AND SPOT GRADES SHOWN ARE ELEVATIONS AT THE TOP OF THE FINISHED GRADE. CONTRACTOR SHALL PROVIDE AN APPROPRIATE ELEVATION HOLD DOWN ALLOWANCE FOR THE THICKNESS OF PAVEMENT, SIDEWALK, TOPSOIL, MULCH, STONE, LANDSCAPING RIP-RAP, OR OTHER SURFACE MATERIALS THAT WILL CONTRIBUTE TO THE TOP OF FINISHED GRADE.
7. IT IS THE RESPONSIBILITY OF THE CONTRACT TO ENSURE NO RUNOFF IS TRAPPED OR DIRECTED TOWARDS THE BUILDING.
8. ALL RETAINING WALLS ARE TO BE DESIGNED BY OTHERS. LOCATION AND ELEVATION ARE ONLY SHOWN FOR REFERENCE.
9. RETAINING WALLS GREATER THAN 15" IN HEIGHT REQUIRE SEPARATE BUILDING PERMIT.
10. RETAINING WALLS GREATER THAN 24" IN HEIGHT REQUIRE PLANS SIGNED AND SEALED BY A STRUCTURAL OR GEOTECHNICAL ENGINEER LICENSED IN THE STATE OF TEXAS.



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S):

DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



PROJECT INFORMATION:

**SHOPS AT HIGH MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

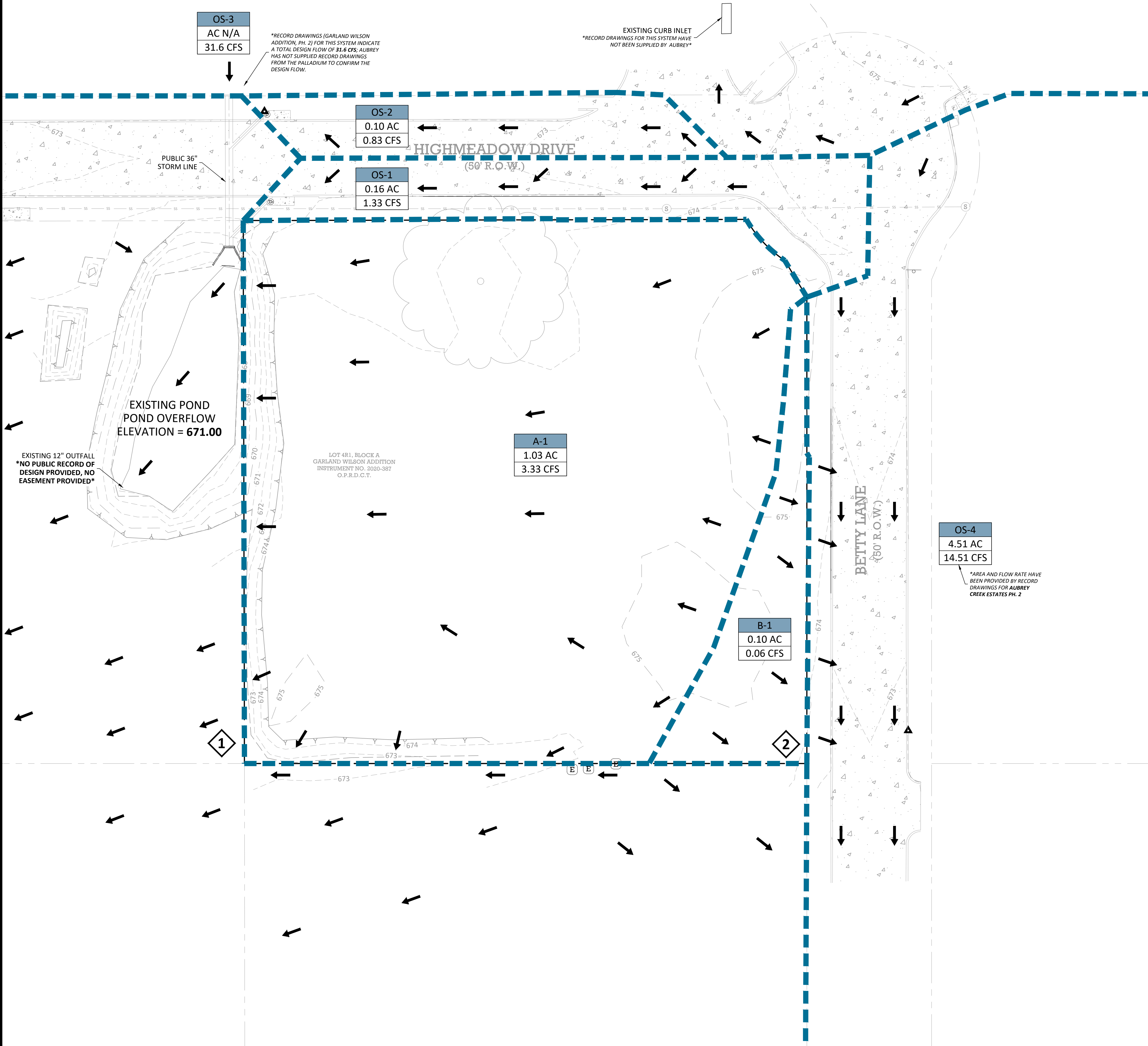
SHEET TITLE:

**GRADING PLAN**

SHEET NUMBER:

**C2.00**





**LEGEND**

PROPERTY LINE  
ADJACENT PROPERTY LINE  
DRAINAGE DIVIDE  
EXISTING OHE  
EXISTING STORM  
PROPOSED STORM  
FLOW ARROW

DRAINAGE AREA  
AREA (ACRES)  
FLOW (CFS)

A-1  
X.XX AC  
X.XX CFS

| Existing Hydrologic Calculations - Rational Method |           |                 |           |                     |                |
|----------------------------------------------------|-----------|-----------------|-----------|---------------------|----------------|
| Aubrey, TX Drainage Criteria Manual                |           |                 |           |                     |                |
| Area Identifier                                    | Area (ac) | Coefficient (c) | Tc (min.) | Intensity (in./hr.) | Flow "Q" (cfs) |
| EX 100-Year Rainfall Event                         |           |                 |           |                     |                |
| A-1                                                | 1.03      | 0.35            | 10        | 9.24                | 3.33           |
| B-1                                                | 0.10      | 0.35            | 10        | 9.24                | 0.32           |
| OS-1                                               | 0.16      | 0.90            | 10        | 9.24                | 1.33           |
| OS-2                                               | 0.10      | 0.90            | 10        | 9.24                | 0.83           |
| OS-3                                               | N/A       | N/A             | 10        | 9.24                | 31.60          |
| OS-4                                               | 4.51      | 0.35            | 10        | 9.24                | 14.59          |
| Existing Design Point #1 (A-1, OS-1, OS-2, OS-3) = |           |                 |           |                     | 37.00          |
| Existing Design Point #2 (B-1) =                   |           |                 |           |                     | 0.32           |

BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:

J. Helmsberger  
05-28-2024

REVISION(S):

|  |       |
|--|-------|
|  | DATE: |
|  |       |
|  |       |
|  |       |
|  |       |

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00

**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)

Know what's below.  
Call before you dig.

PROJECT INFORMATION:

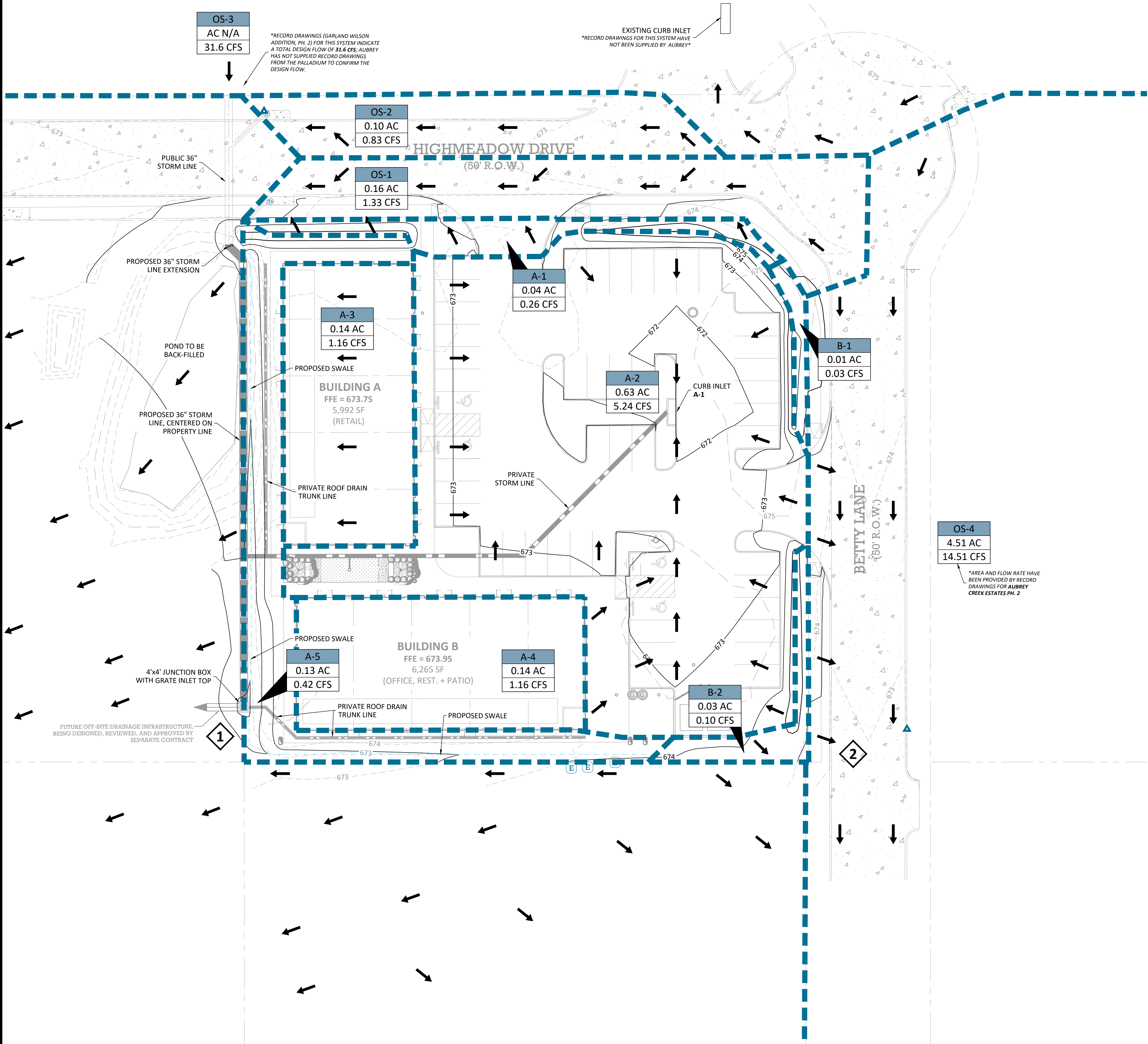
**SHOPS AT HIGH MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:  
**EXISTING DRAINAGE AREA MAP**

SHEET NUMBER:  
**C2.01**





**LEGEND**

PROPERTY LINE  
ADJACENT PROPERTY LINE  
DRAINAGE DIVIDE  
EXISTING OHE  
EXISTING STORM  
PROPOSED STORM  
FLOW ARROW

DRAINAGE AREA  
AREA (ACRES)  
FLOW (CFS)

A-1  
0.41 AC  
3.69 CFS

| Proposed Hydrologic Calculations - Rational Method                                                                                                                                        |           |                 |           |                     |                |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|-----------|---------------------|----------------|--|
| Aubrey, TX Drainage Criteria Manual                                                                                                                                                       |           |                 |           |                     |                |  |
| Area Identifier                                                                                                                                                                           | Area (ac) | Coefficient (c) | Tc (min.) | Intensity (in./hr.) | Flow "Q" (cfs) |  |
| EX 100-Year Rainfall Event                                                                                                                                                                |           |                 |           |                     |                |  |
| A-1                                                                                                                                                                                       | 0.04      | 0.70            | 10        | 9.24                | 0.26           |  |
| A-2                                                                                                                                                                                       | 0.63      | 0.90            | 10        | 9.24                | 5.24           |  |
| A-3                                                                                                                                                                                       | 0.14      | 0.90            | 10        | 9.24                | 1.16           |  |
| A-4                                                                                                                                                                                       | 0.14      | 0.90            | 10        | 9.24                | 1.16           |  |
| A-5                                                                                                                                                                                       | 0.13      | 0.35            | 10        | 9.24                | 0.42           |  |
| B-1                                                                                                                                                                                       | 0.01      | 0.35            | 10        | 9.24                | 0.03           |  |
| B-2                                                                                                                                                                                       | 0.03      | 0.35            | 10        | 9.24                | 0.10           |  |
| OS-1                                                                                                                                                                                      | 0.16      | 0.90            | 10        | 9.24                | 1.33           |  |
| OS-2                                                                                                                                                                                      | 0.10      | 0.90            | 10        | 9.24                | 0.83           |  |
| OS-3                                                                                                                                                                                      | N/A       | N/A             | 10        | 9.24                | 31.60          |  |
| OS-4                                                                                                                                                                                      | 4.51      | 0.35            | 10        | 9.24                | 14.59          |  |
| Existing Design Point #1 (A-1) =                                                                                                                                                          |           |                 |           |                     | 37.09          |  |
| Existing Design Point #2 (B-1) =                                                                                                                                                          |           |                 |           |                     | 0.32           |  |
| Proposed Design Point #1 (A's, OS-1, OS-2, OS-3) =                                                                                                                                        |           |                 |           |                     | 42.01          |  |
| Proposed Design Point #2 (B-1, B-2) =                                                                                                                                                     |           |                 |           |                     | 0.13           |  |
| *Increase of Flow, Design Point #1 =                                                                                                                                                      |           |                 |           |                     | 4.92           |  |
| Increase of Flow, Design Point #2 =                                                                                                                                                       |           |                 |           |                     | -0.19          |  |
| *Original record drawings indicate public infrastructure to be installed to convey the fully developed conditions of this tract. The proposed flow represents fully developed conditions. |           |                 |           |                     |                |  |



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S):

DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



PROJECT INFORMATION:

## SHOPS AT HIGH MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

## PROPOSED DRAINAGE AREA MAP

SHEET NUMBER:

C2.02

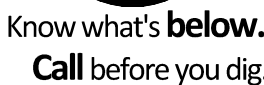
BEAR LAND COMPANY





STATE OF TEXAS  
JARED HELMLBERGER  
130231  
LICENSED  
PROFESSIONAL ENGINEER  
05-28-2024

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



# SHOPS AT HIGH MEADOWS

## DRAINAGE PLAN

## C2.03



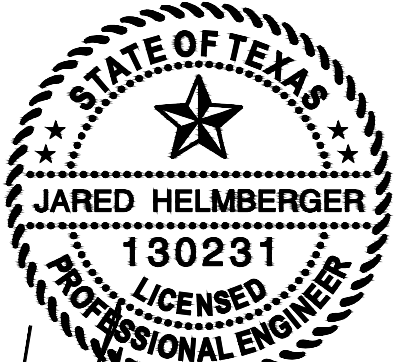
PROPERTY LINE  
ADJACENT PROPERTY LINE  
EASEMENT LINE  
EXISTING OHE  
EXISTING WATER  
EXISTING SANITARY SEWER  
EXISTING STORM  
PROPOSED WATER  
PROPOSED SANITARY SEWER  
PROPOSED STORM





BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

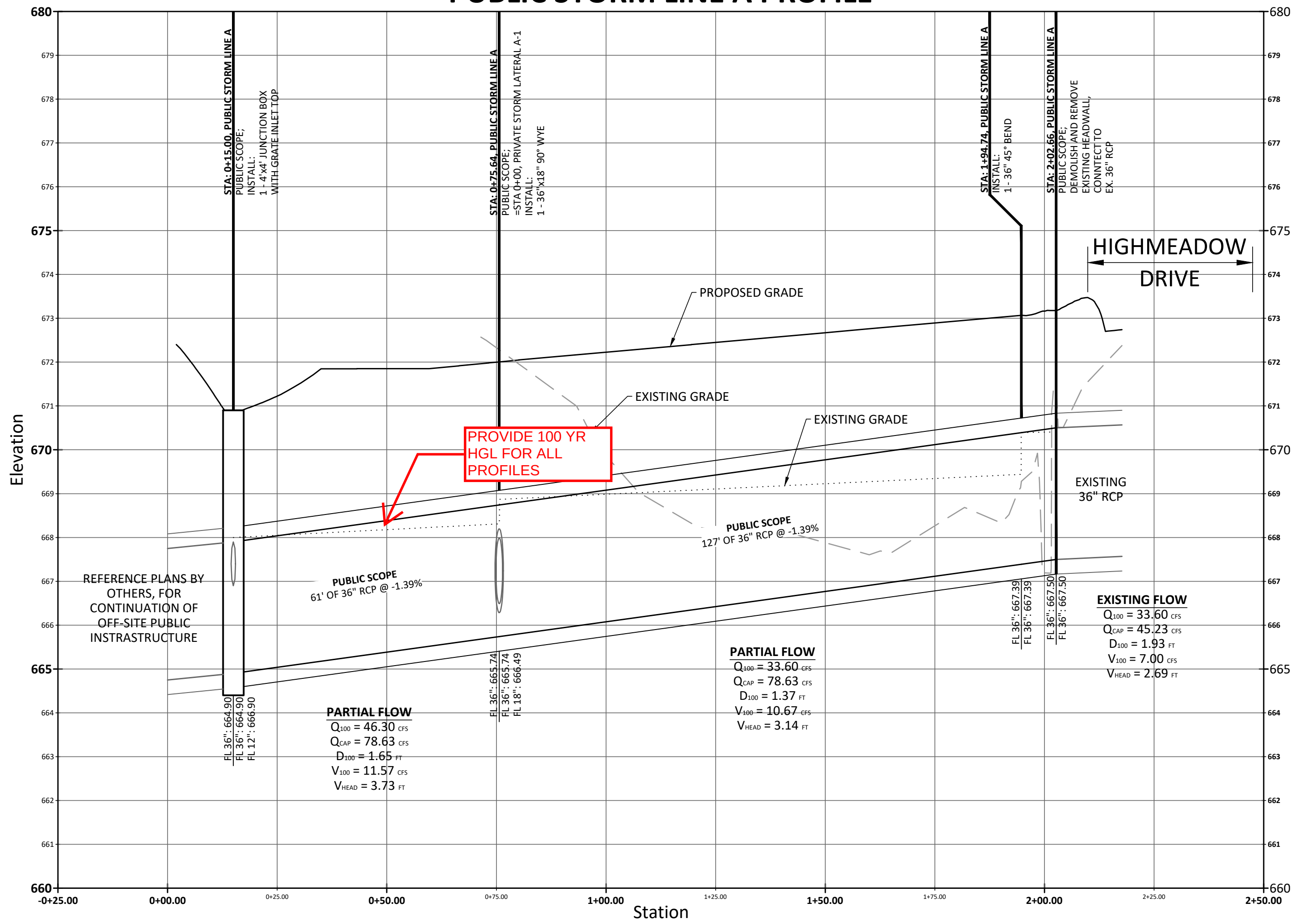
SHEET TITLE:

**DRAINAGE PLAN**

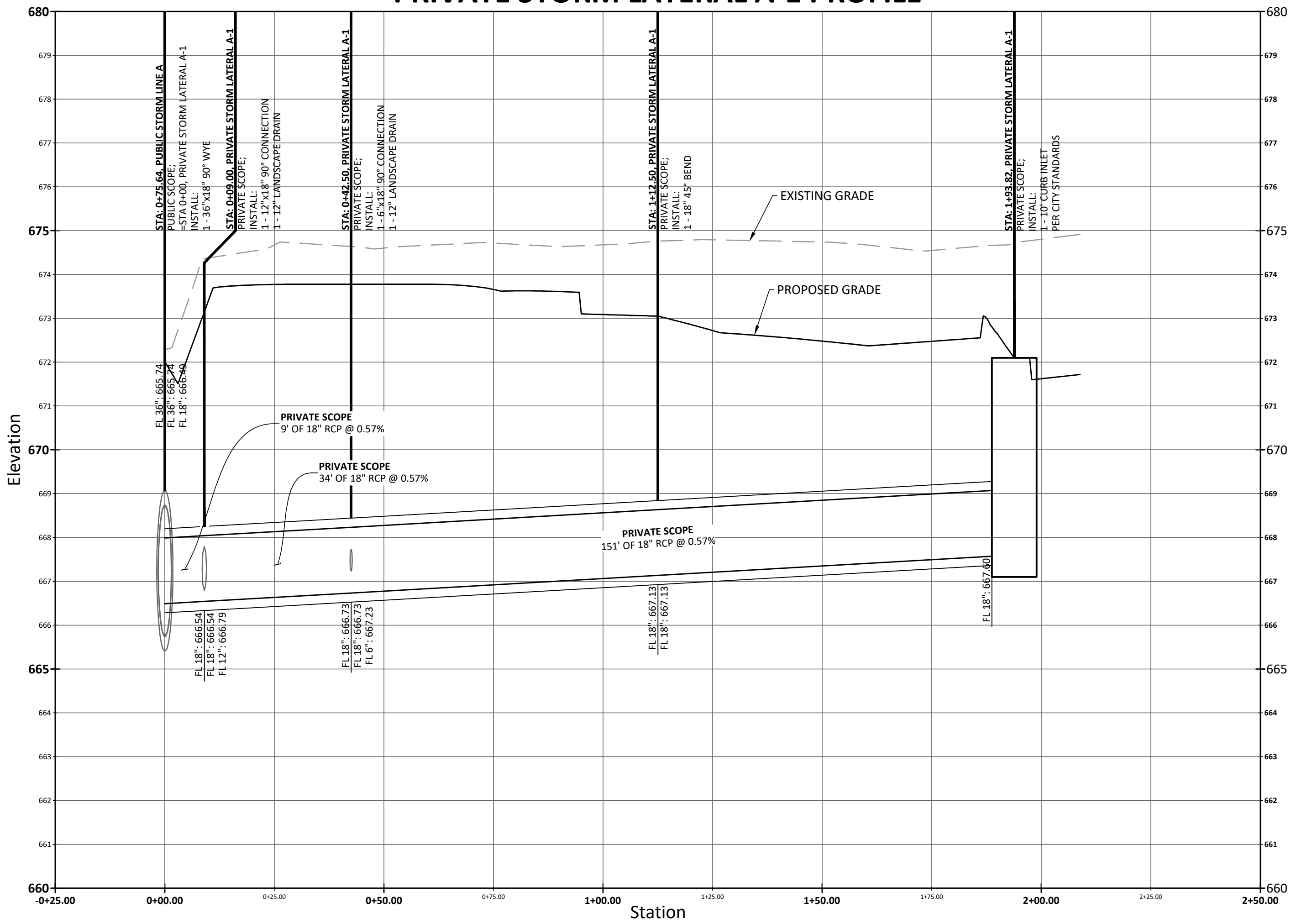
SHEET NUMBER:

**C2.04**

**PUBLIC STORM LINE A PROFILE**



**PRIVATE STORM LATERAL A-1 PROFILE**



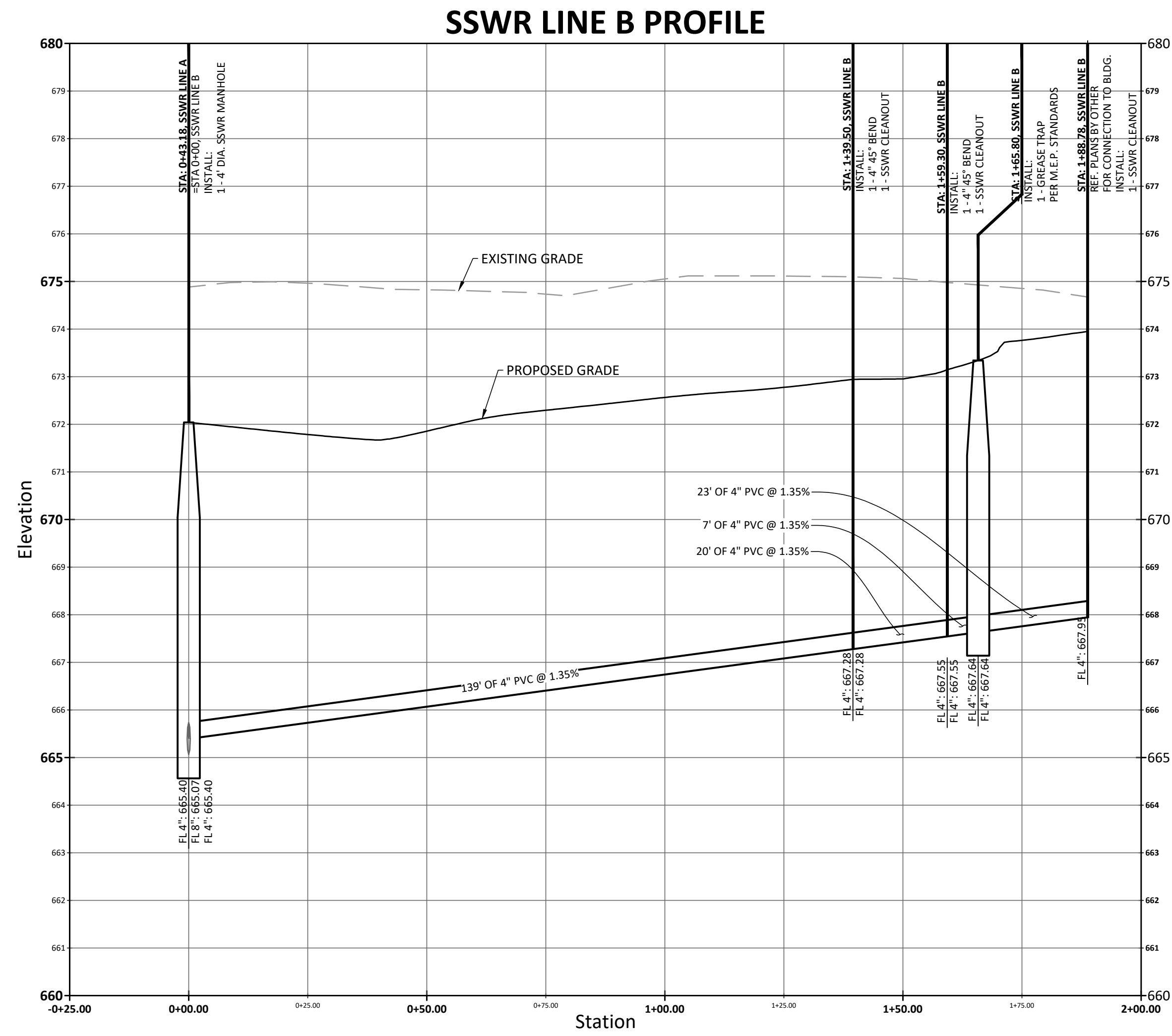
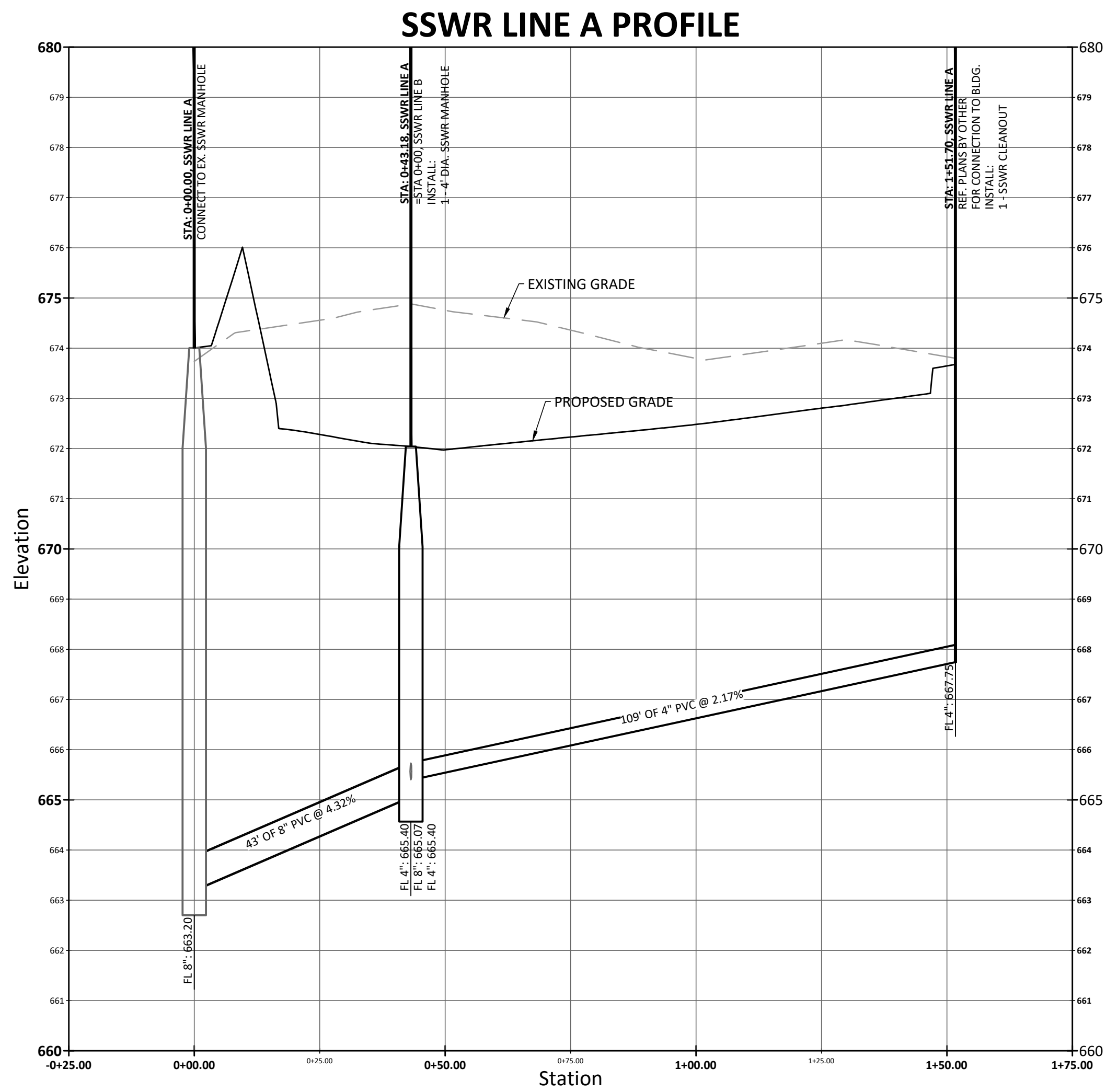
| 100-Year Hydraulic Calculations |         |                               |                    |                           |           |                 |            |                  |            |                       |                   |                  |                   |                    |               |                |                        |                    |                        |            |                           |                    |                      |                        |                        |                    |                     |                |                |      |                        |                     |        |                               |                  |                        |                      |
|---------------------------------|---------|-------------------------------|--------------------|---------------------------|-----------|-----------------|------------|------------------|------------|-----------------------|-------------------|------------------|-------------------|--------------------|---------------|----------------|------------------------|--------------------|------------------------|------------|---------------------------|--------------------|----------------------|------------------------|------------------------|--------------------|---------------------|----------------|----------------|------|------------------------|---------------------|--------|-------------------------------|------------------|------------------------|----------------------|
| Stationing                      |         | Upstream Junction Description | Pipe Length (feet) | Drainage Area Information |           |                 | Runoff "c" | Incremental "cA" | Total "cA" | Time of Concentration |                   |                  | Intensity "I"     |                    | Runoff "Q"    |                | Flow in Pipe "Q" (cfs) | Pipe Diameter (in) | Box Culvert Dimensions |            | Roughness Coefficient "n" | Friction Slope "S" | Hydraulic Grade Line |                        | Head Loss Calculations |                    |                     |                |                |      | Design HGL (elevation) | Invert Elevation(s) |        | Surface Elevation (elevation) | HGL Cover (feet) |                        |                      |
| From                            | To      |                               |                    | No                        | Area (ac) | Total Area (ac) |            |                  |            | Inlet (min)           | Travel Time (min) | Total Time (min) | 10-Year (in./hr.) | 100-Year (in./hr.) | 10-Year (cfs) | 100-Year (cfs) |                        |                    | Inlet Bypass (cfs)     | Width (ft) |                           |                    | Height (ft)          | Downstream (elevation) | Upstream (elevation)   | V1 (in) (ft./sec.) | V2 (out) (ft./sec.) | V1*2/2G (feet) | V2*2/2G (feet) | K1   |                        | K1V1*2/2G (feet)    | H1     |                               |                  | Downstream (elevation) | Upstream (elevation) |
|                                 |         |                               |                    |                           |           |                 |            |                  |            |                       |                   |                  |                   |                    |               |                |                        |                    |                        |            |                           |                    |                      |                        |                        |                    |                     |                |                |      |                        |                     |        |                               |                  |                        |                      |
| Public Storm Line A             |         |                               |                    |                           |           |                 |            |                  |            |                       |                   |                  |                   |                    |               |                |                        |                    |                        |            |                           |                    |                      |                        |                        |                    |                     |                |                |      |                        |                     |        |                               |                  |                        |                      |
| 1+94.74                         | 2+02.66 | Inlet or Bend                 | 7.92               | OS-1,2,3                  | 4.06      | 4.06            | 0.9        | 3.65             | 3.65       | 10                    | -                 | 10               | 6.54              | 9.20               | 23.88         | 33.60          | 0.00                   | 33.60              | 36                     | -          | -                         | 0.013              | 0.0025               | 670.39                 | 670.41                 | 4.76               | 4.76                | 0.35           | 0.35           | 1.25 | 0.44                   | 0.44                | 670.85 | 667.39                        | 667.50           | 673.20                 | 2.35                 |
| +75.64                          | 1+94.74 | Inlet or Bend                 | 119.10             | A-1,2,3                   | 0.81      | 4.87            | 0.9        | 0.73             | 4.38       | -                     | 0.03              | 10.03            | 6.53              | 9.19               | 28.62         | 46.30          | 0.00                   | 46.30              | 36                     | -          | -                         | 0.013              | 0.0048               | 668.87                 | 669.44                 | 6.55               | 6.55                | 0.67           | 0.67           | 0.80 | 0.53                   | 0.53                | 670.39 | 665.74                        | 667.39           | 673.00                 | 2.61                 |
| +15.00                          | +75.64  | Inlet or Bend                 | 60.64              | A-4,5                     | 0.27      | 5.14            | 0.65       | 0.18             | 4.56       | -                     | 0.30              | 10.33            | 6.46              | 9.09               | 29.44         | 47.65          | 0.00                   | 47.65              | 36                     | -          | -                         | 0.013              | 0.0051               | 668.00                 | 668.31                 | 6.74               | 6.74                | 0.71           | 0.71           | 0.80 | 0.57                   | 0.57                | 668.87 | 664.90                        | 665.74           | 672.00                 | 3.13                 |

BEAR LAND COMPANY



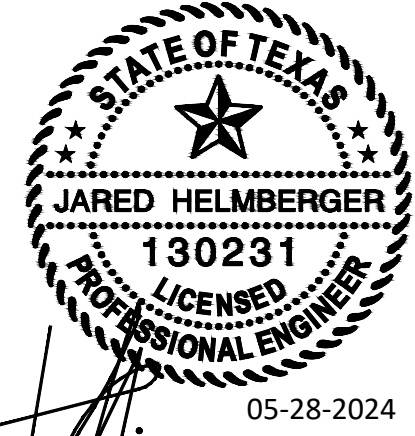






BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

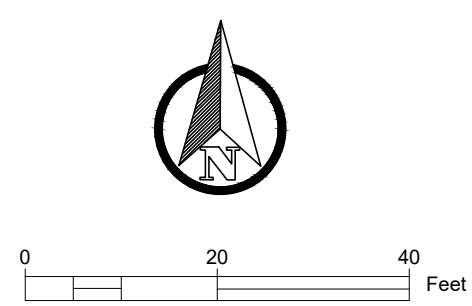
**SANITARY SEWER  
PROFILES**

SHEET NUMBER:

**C3.01**

BEAR LAND COMPANY





## LEGEND

PROPERTY LINE  
ADJACENT PROPERTY LINE  
EASEMENT LINE  
EXISTING CONTOUR  
PROPOSED CONTOUR  
PROPOSED SWALE  
LIMITS OF DISTURBANCE  
EXISTING OHE  
SILT FENCE  
INLET PROTECTION  
CONSTRUCTION ENTRANCE  
SEEDING AREA

The legend defines the following symbols:

- PROPERTY LINE:** A solid black line.
- ADJACENT PROPERTY LINE:** A dashed black line.
- EASEMENT LINE:** A long-dashed black line.
- EXISTING CONTOUR:** A solid black line with a 100-foot interval marker.
- PROPOSED CONTOUR:** A dashed black line with a 100-foot interval marker.
- PROPOSED SWALE:** A blue hatched area.
- LIMITS OF DISTURBANCE:** A blue hatched area.
- EXISTING OHE:** A solid black line with a 100-foot interval marker.
- SILT FENCE:** A solid black line with a 100-foot interval marker.
- INLET PROTECTION:** A rectangular box labeled "IP".
- CONSTRUCTION ENTRANCE:** A rectangular box labeled "CE".
- SEEDING AREA:** A rectangular box with a green stippled pattern.

## EROSION CONTROL NOTES

1. REFERENCE GENERAL NOTES SHEET FOR ADDITIONAL NOTES.
2. EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES.
3. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS OF THIS PROJECT. CHANGES ARE TO BE APPROVED BY THE CITY AND ENGINEER PRIOR TO THE START OF CONSTRUCTION.
4. CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL MEASURES, AS NECESSARY, TO CONTROL ON-SITE SEDIMENT TO THE STANDARD WHICH THE CITY INSPECTOR REQUIRES, AT NO ADDITIONAL COST TO THE OWNER.
5. IF OFF-SITE BORROW OR SPOIL SITES ARE USED IN CONJUNCTION WITH THIS PROJECT, THEY SHALL ADHERE TO ALL REQUIREMENTS SET FORTH BY AUBREY AND SHALL BE STABILIZED WITH PERMANENT GROUND COVER PRIOR TO FINAL APPROVAL OF THE PROJECT.
6. NO STEEL POSTS ARE ALLOWED IN THE PUBLIC R.O.W.
7. CONTRACTOR SHALL ENSURE NO PONDING OCCURS IN THE PUBLIC R.O.W. AT ANY TIME DURING CONSTRUCTION.
8. CONTRACTOR SHALL ADHERE TO ALL SWPPP REQUIREMENTS.

## EROSION CONTROL PHASING

1. INSTALL PHASE 1 EROSION CONTROL DEVICES
2. DEMOLITION AND ROUGH GRADING
3. UNDERGROUND UTILITY INSTALLATION
4. PAVING OPERATIONS
5. CONTRACTOR TO RE-STABILIZE AND RE-VEGETATE ALL DISTURBED AREAS PRIOR TO FINAL ACCEPTANCE. FINAL STABILIZATION THROUGH VEGETATION WILL REQUIRE 100% COVERAGE AT 70% DENSITY
6. TEST AND VERIFY PERMANENT EROSION CONTROL MEASURES
7. REMOVE TEMPORARY BEST MANAGEMENT PRACTICES (BMPs)

## SWPPP ACKNOWLEDGEMENT

THE GC MUST UPDATE THE SWPPP TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE. UPDATES SHOULD BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR:

- BMP INSTALLATION;
- MODIFICATION OR REMOVAL;
- CONSTRUCTION ACTIVITIES;
- CLEARING, GRUBBING, OR GRADING;
- OR TEMPORARY OR PERMANENT STABILIZATION.



**BEAR LAND CO.**  
TBPE FIRM NUMBER:  
**F-22218**

PROFESSIONAL SEAL:



REVISION(S)

DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00

**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51

(As provided by TOPOGRAPHY)



Know what's **below**.  
**Call** before you dig

## PROJECT INFORMATION

# SHOPS AT HIGH MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

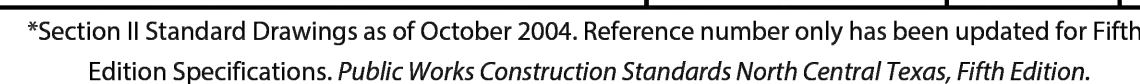
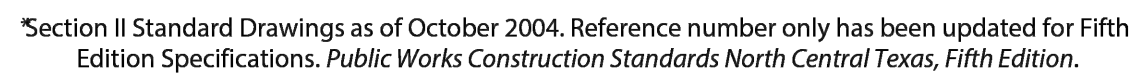
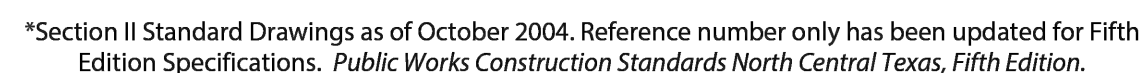
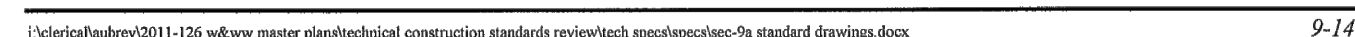
# EROSION CONTROL PLAN

SHEET NUMBER:

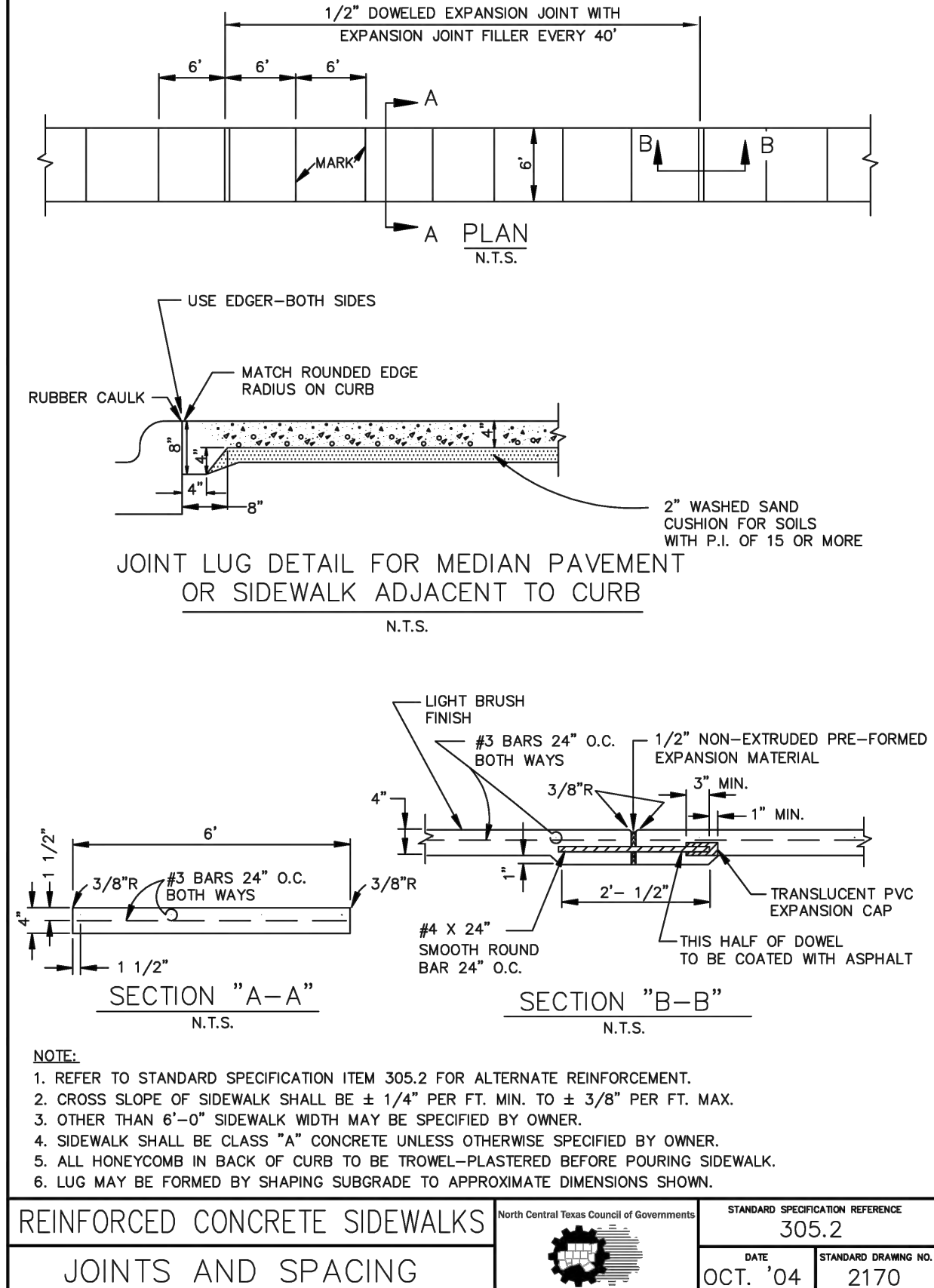
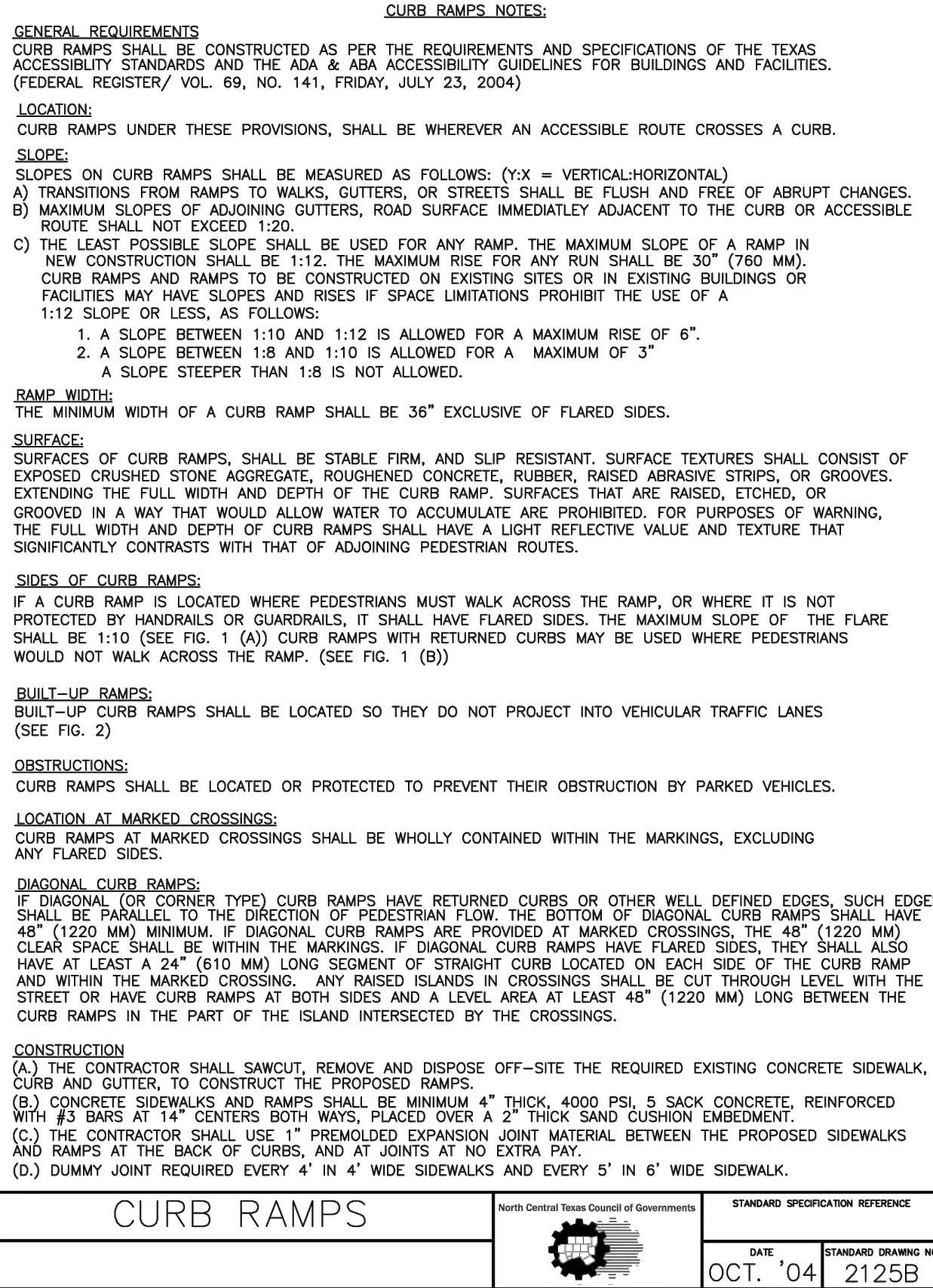
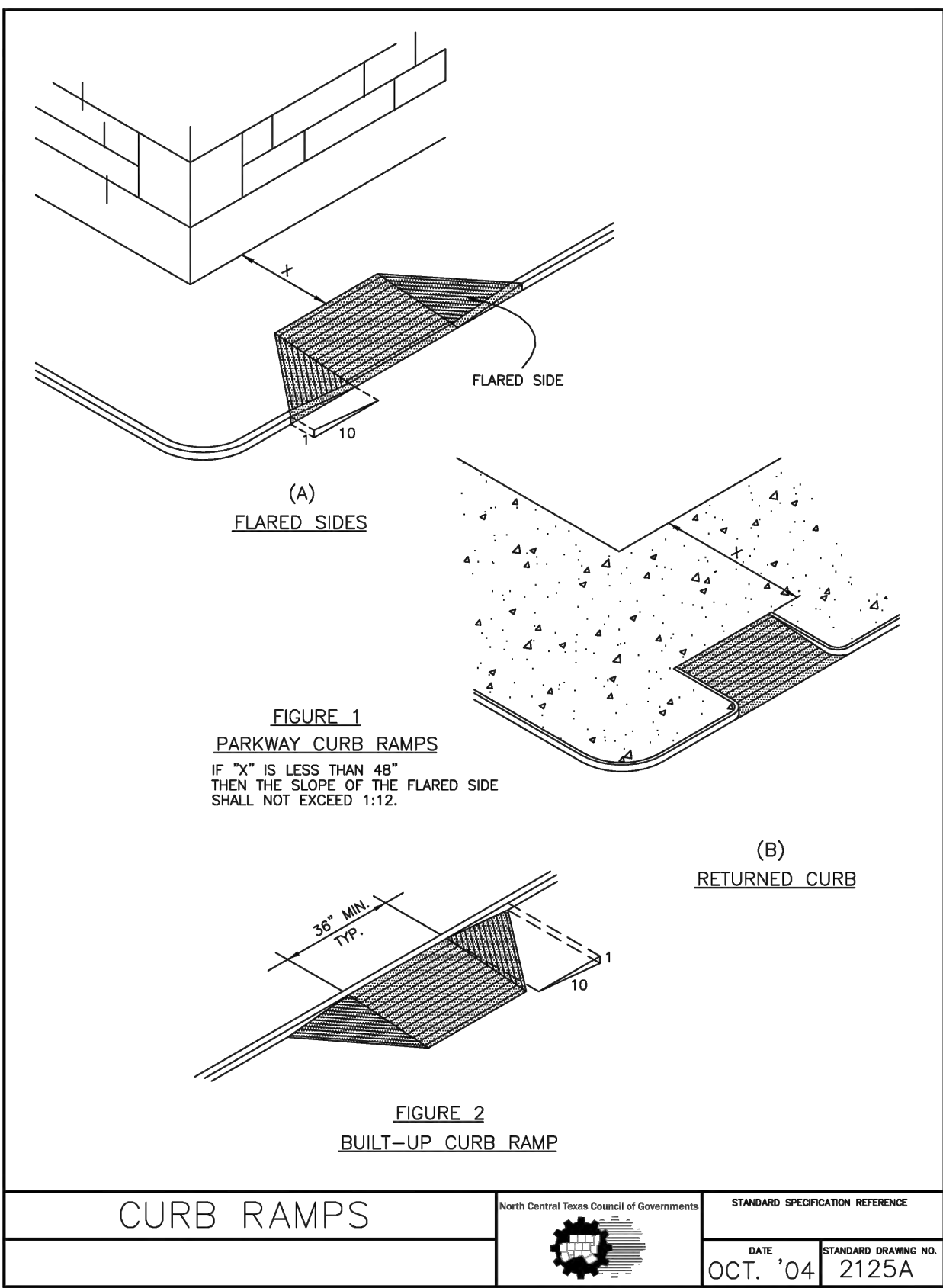
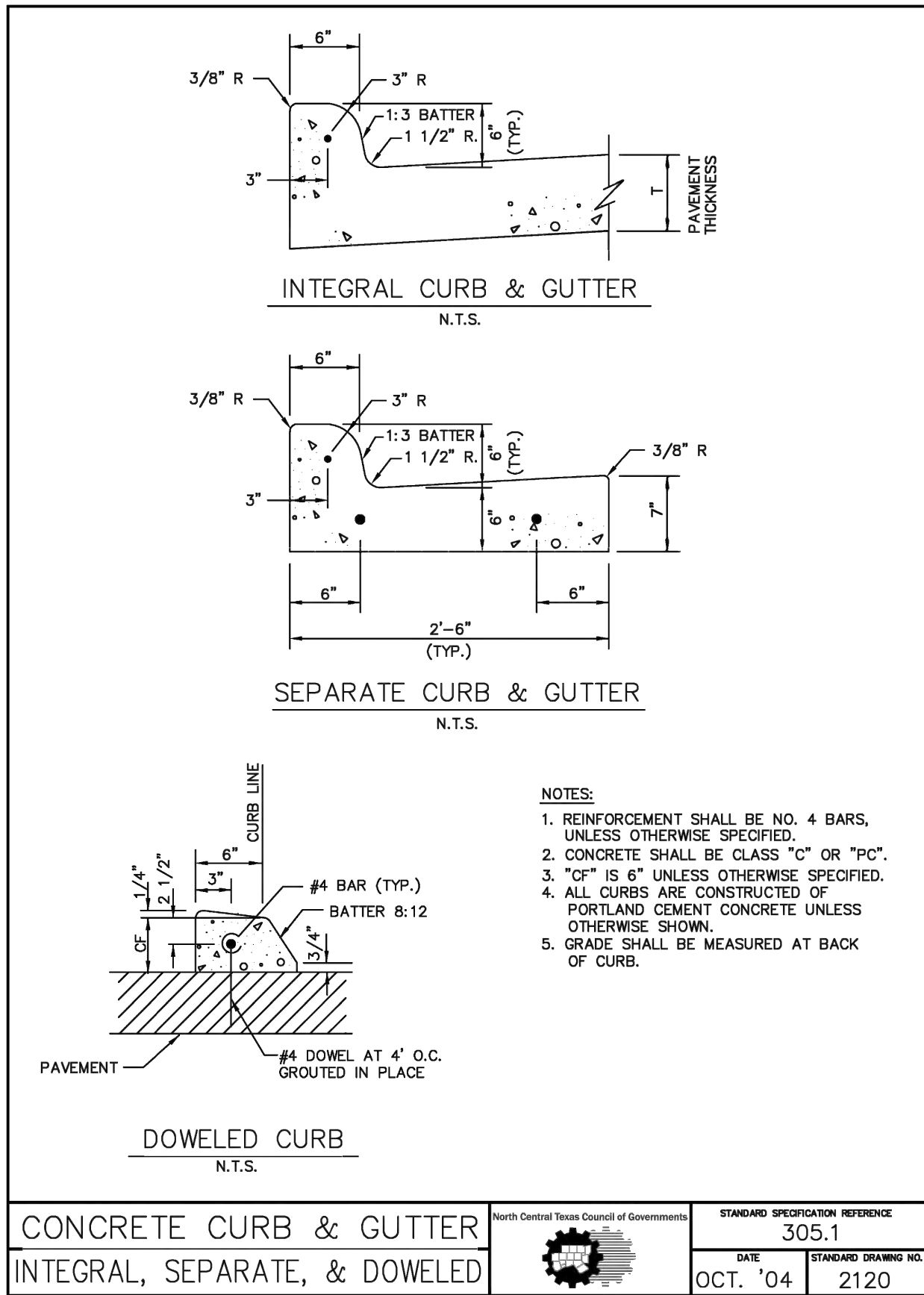
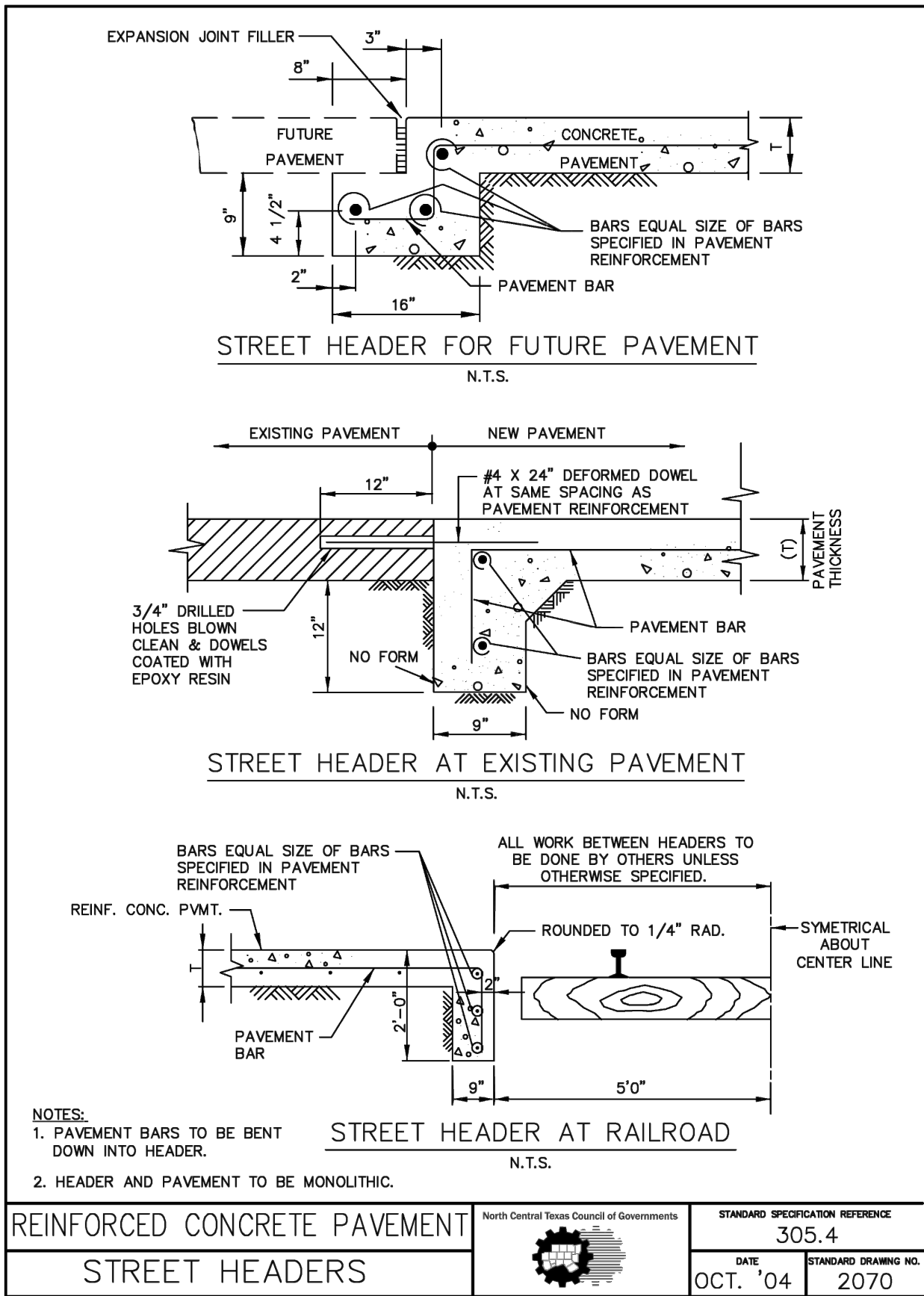
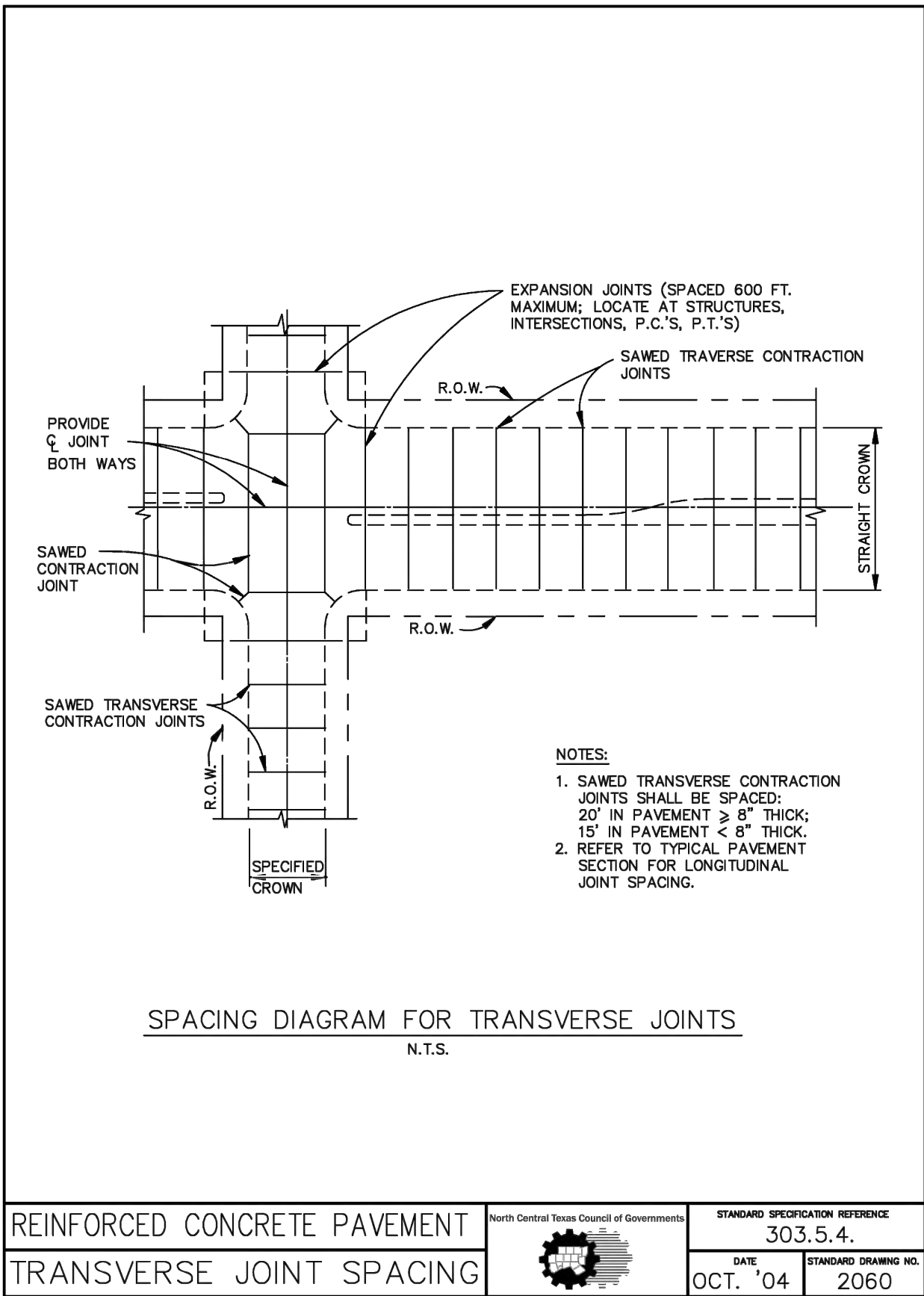
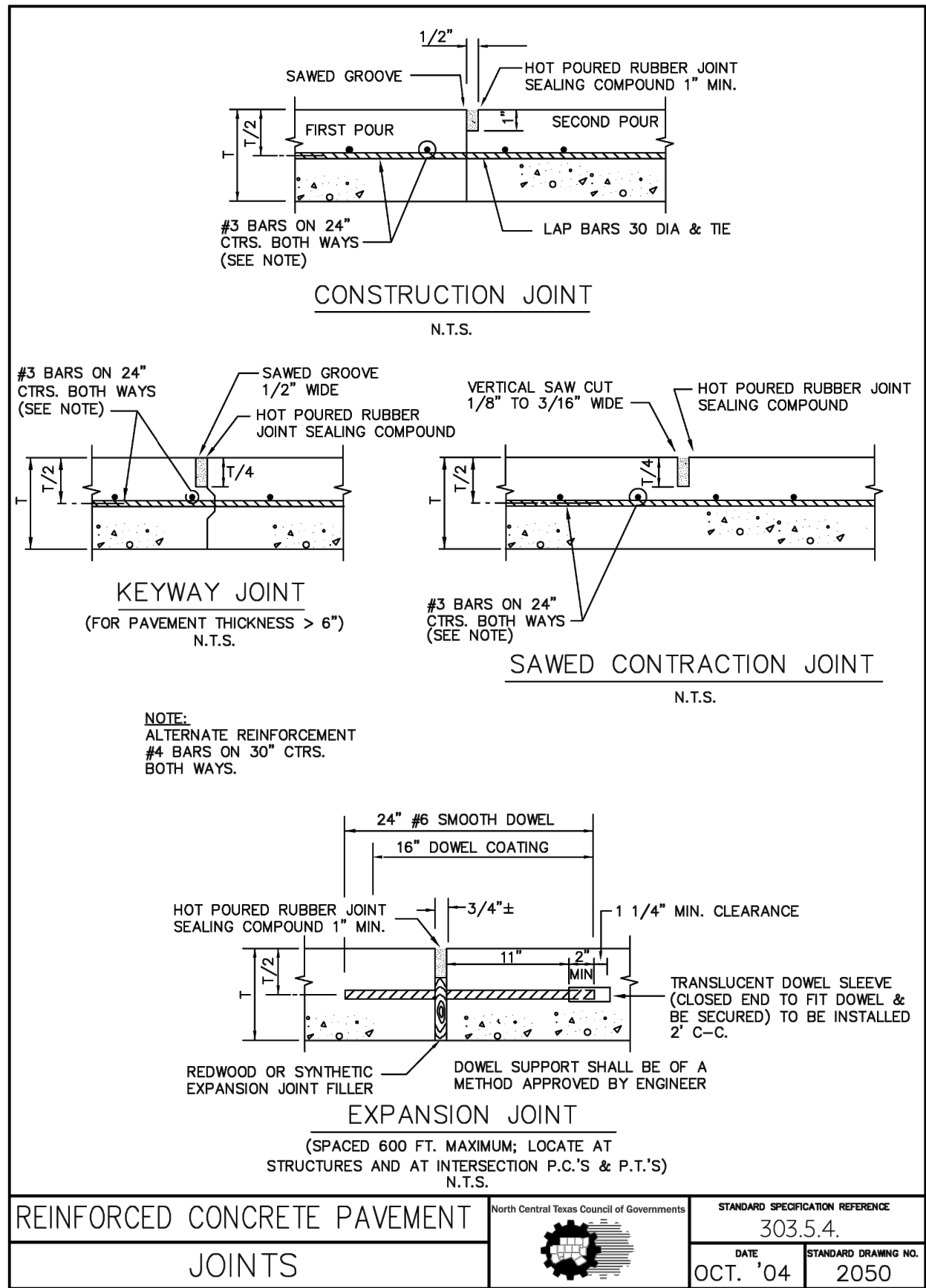
**C4.00**



170 **SWING** *Vibration • Roll • Deadening* 3441 E. HARBOUR DRIVE • PHOENIX, AZ 85034

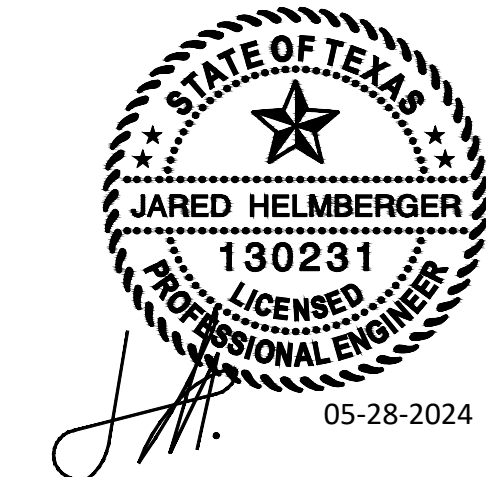






BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

**CONSTRUCTION  
DETAILS**

SHEET NUMBER:

**C5.01**

BEAR LAND COMPANY

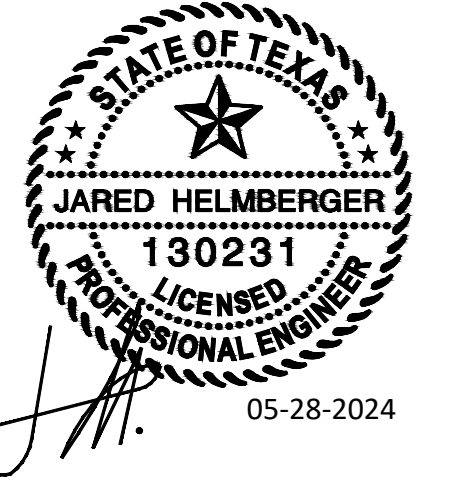


AUBREY INLET COVER SHALL BE  
BASS & HAYS COVER NO.  
30024C82LID WITH FRAME NO.  
28024R RING



**BEAR LAND CO.**  
TBPE FIRM NUMBER:  
**F-22218**

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's **below**.  
**Call** before you dig.

PROJECT INFORMATION:

## SHOPS AT HIGH MEADOWS

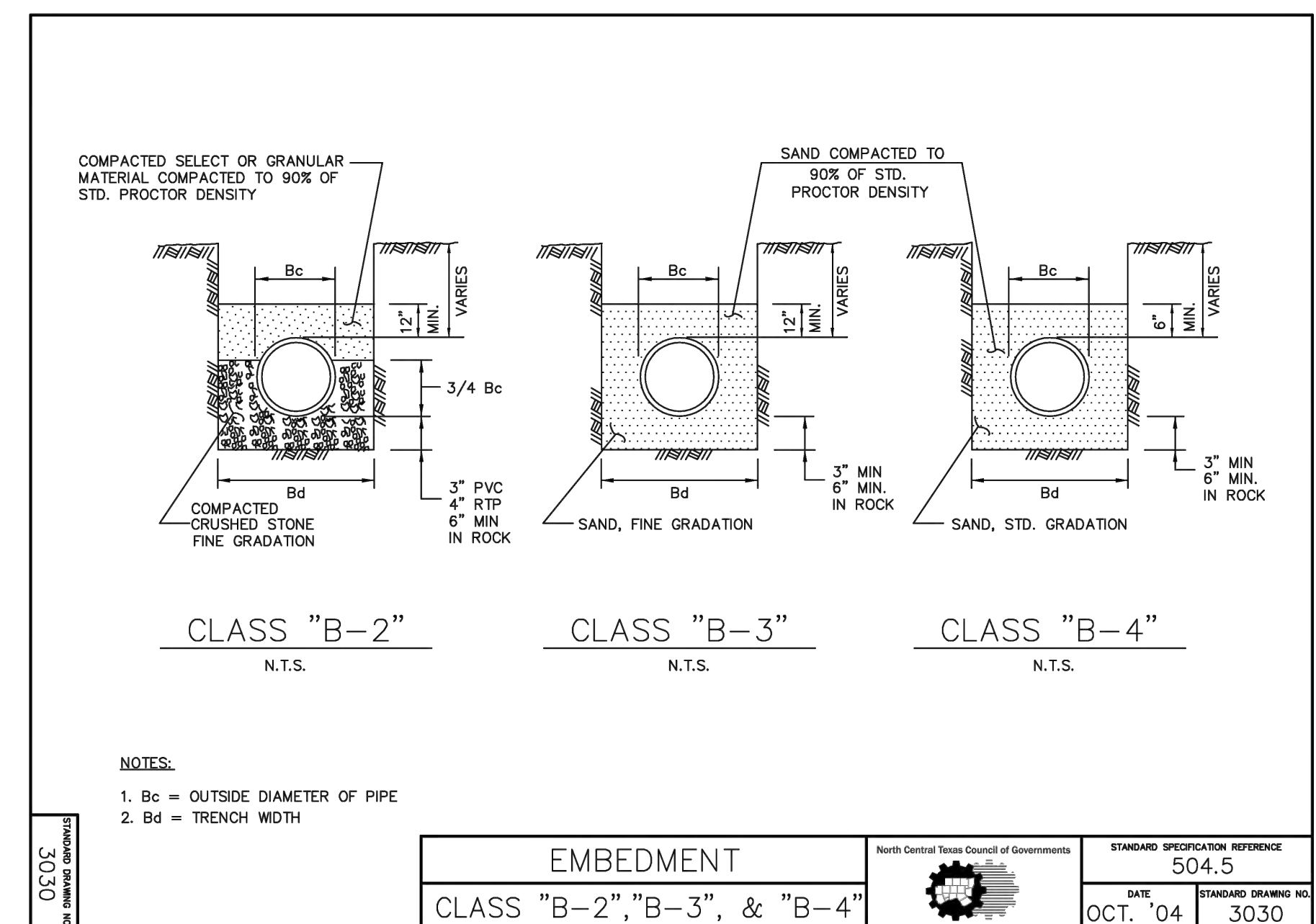
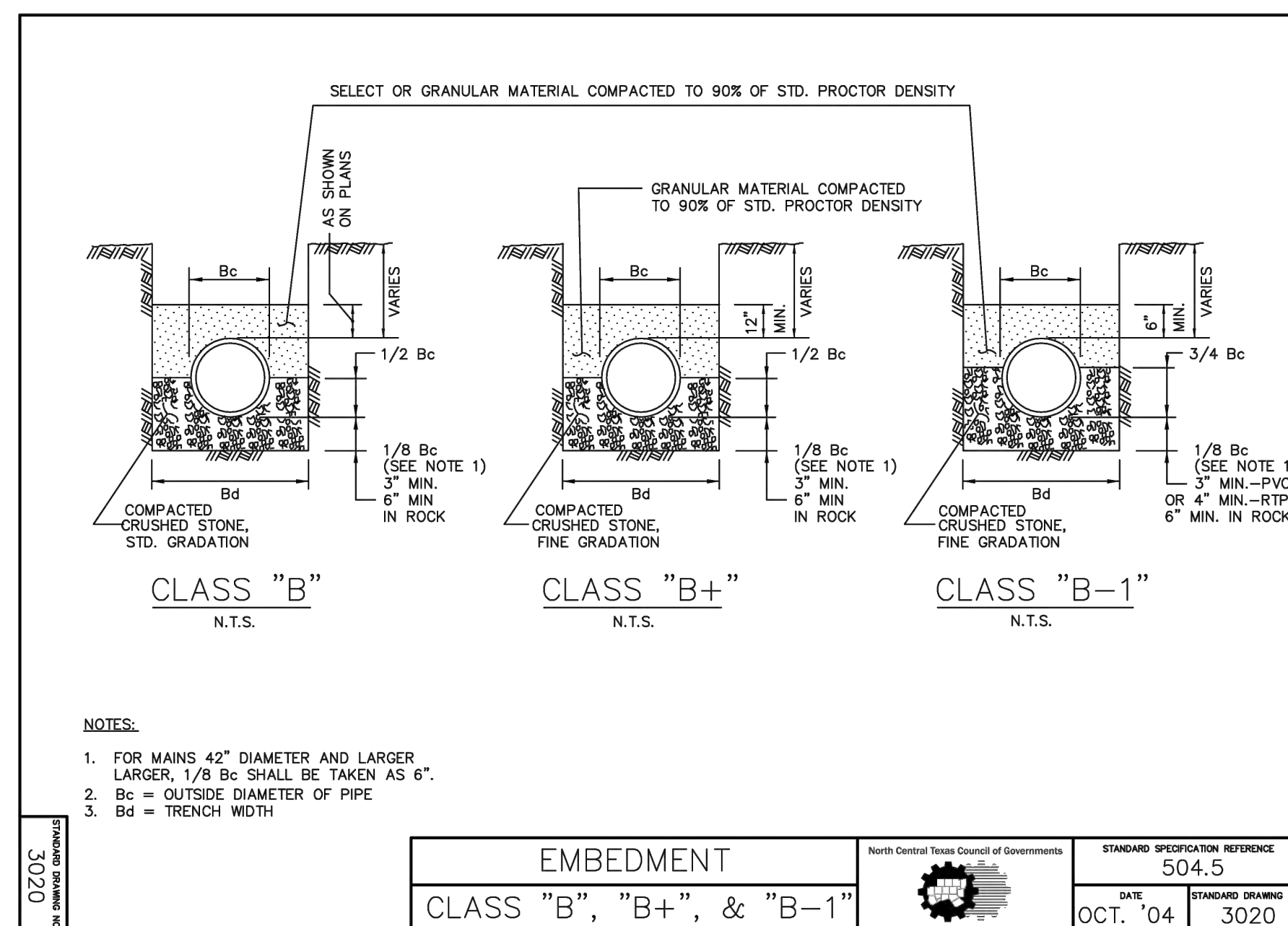
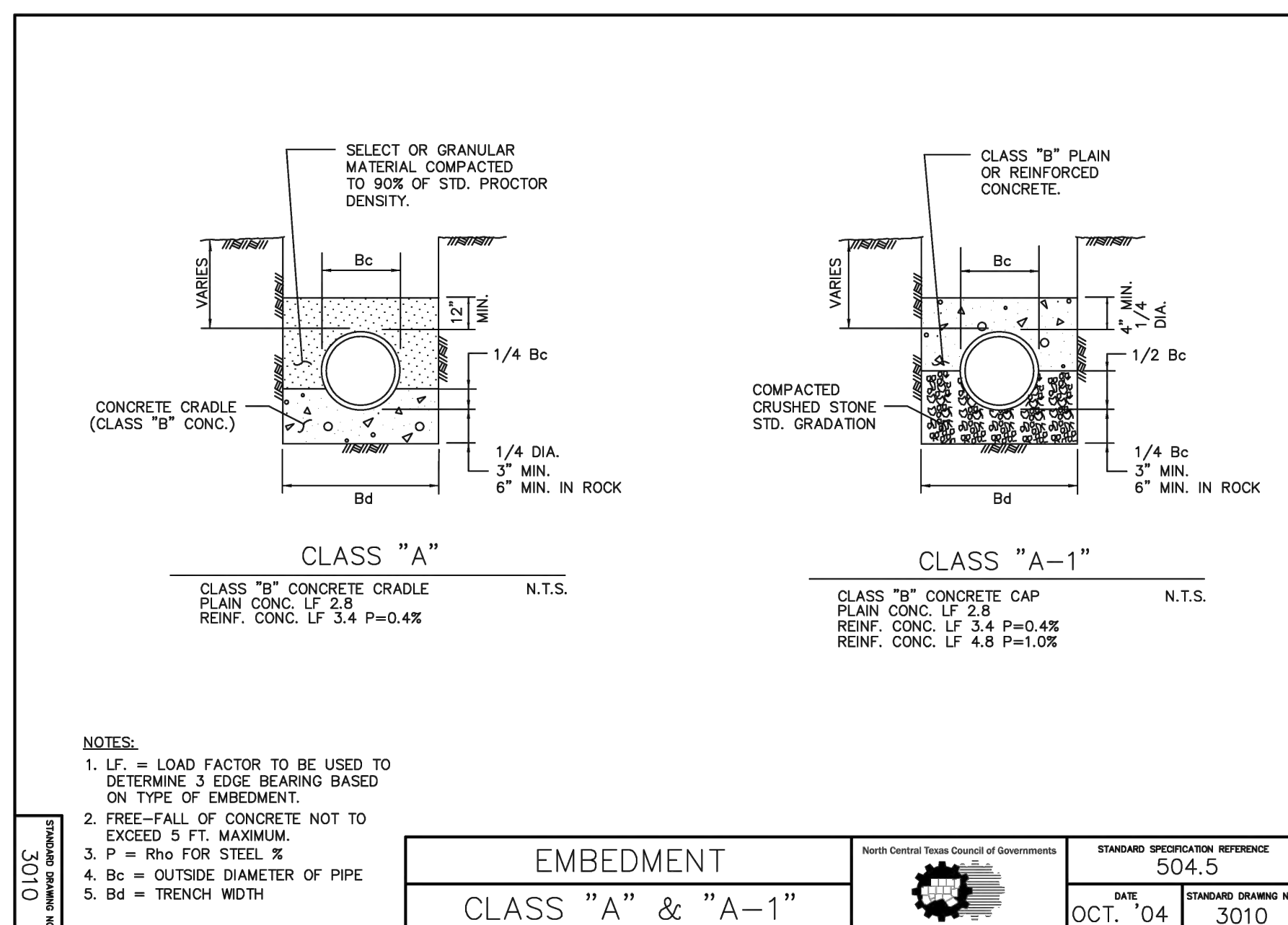
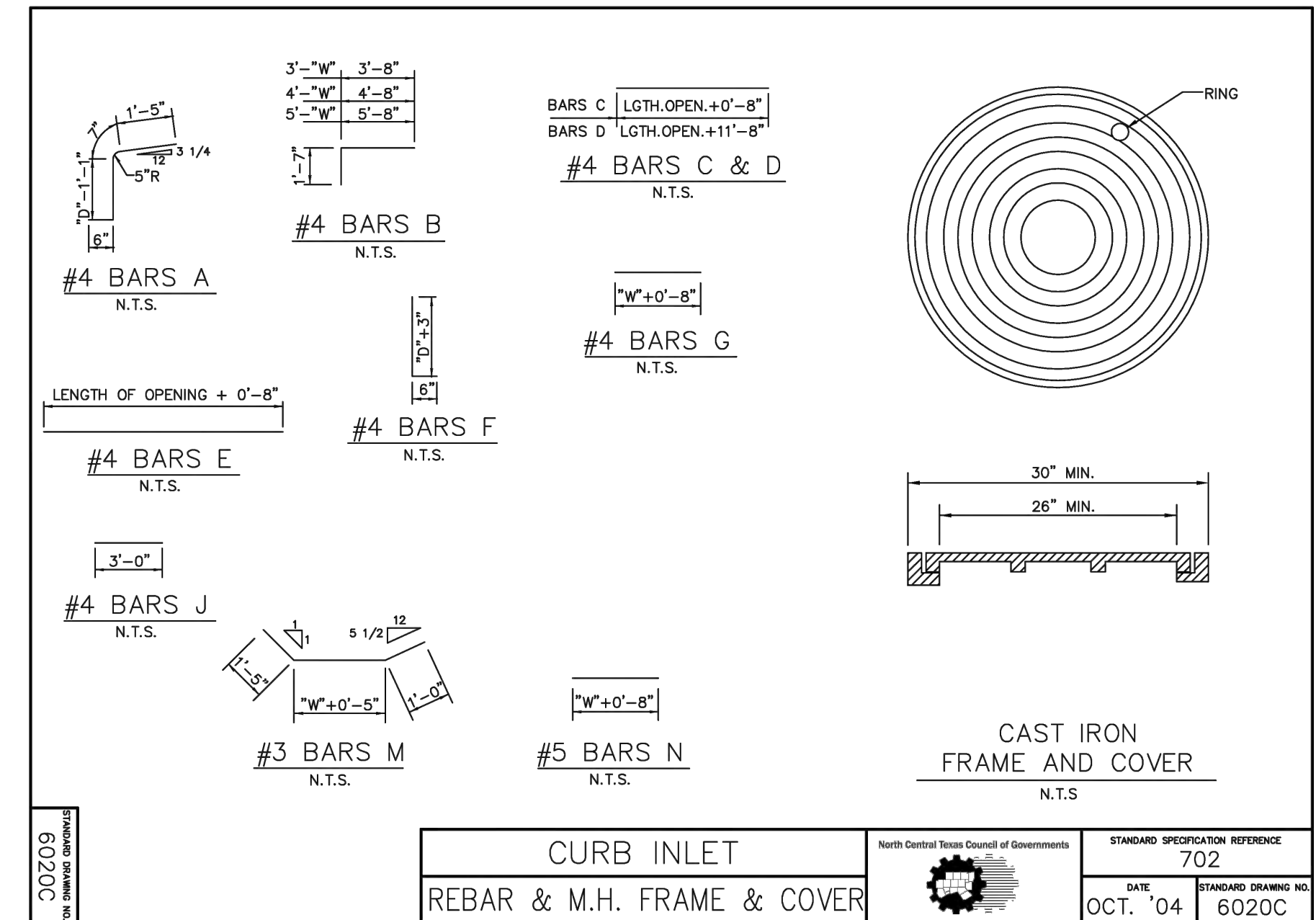
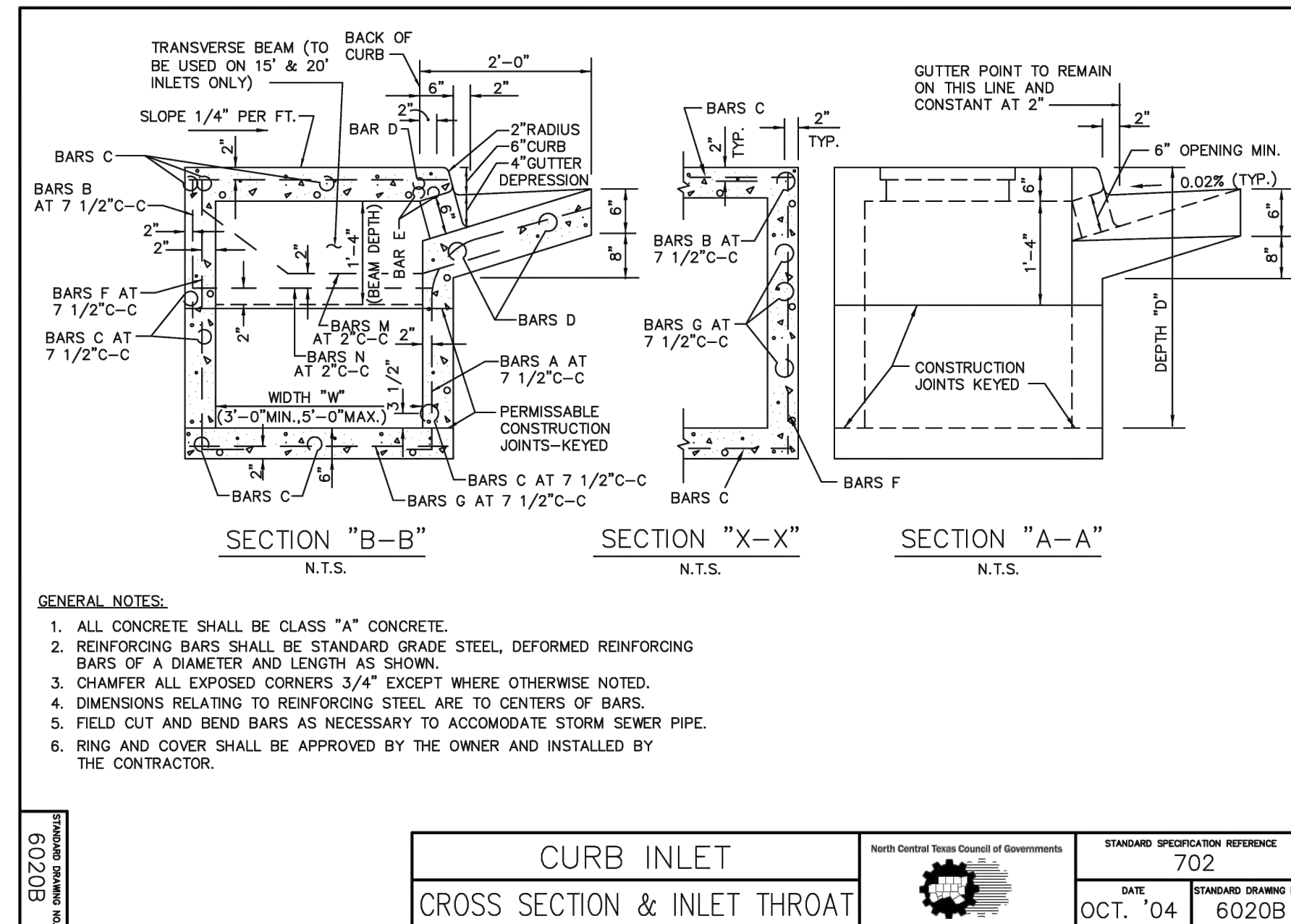
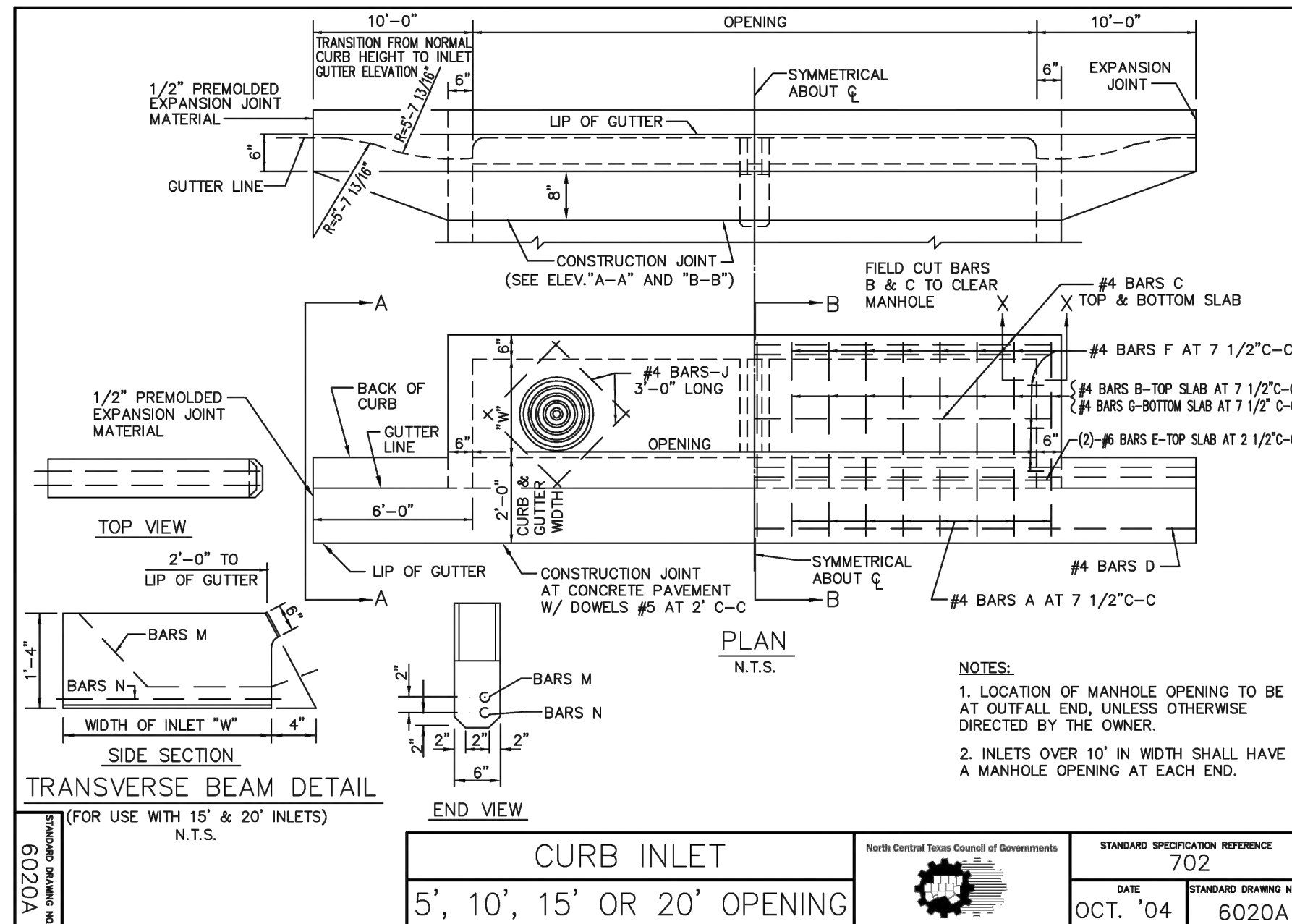
OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

## CONSTRUCTION DETAILS

SHEET NUMBER:

## C5.02







BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

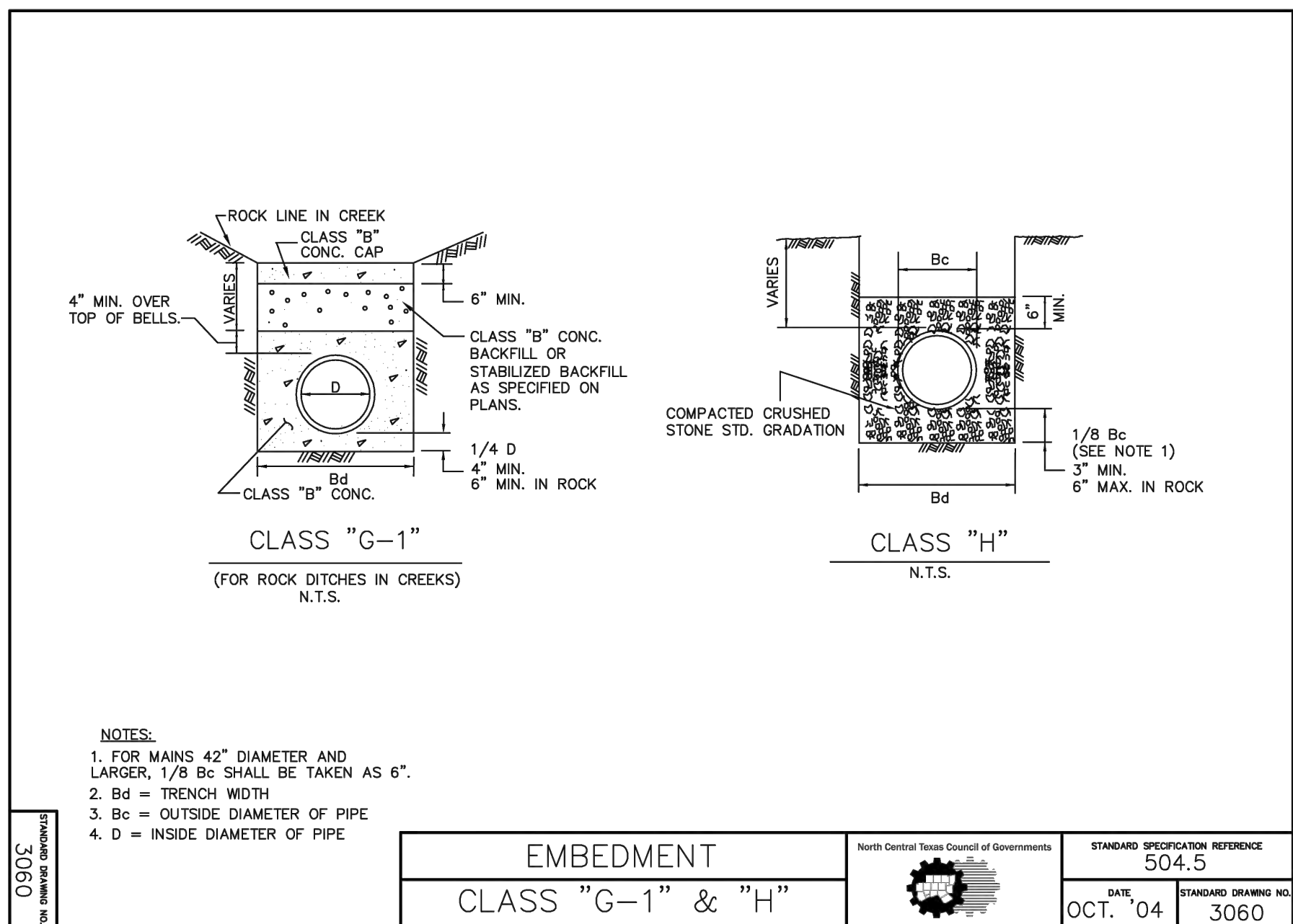
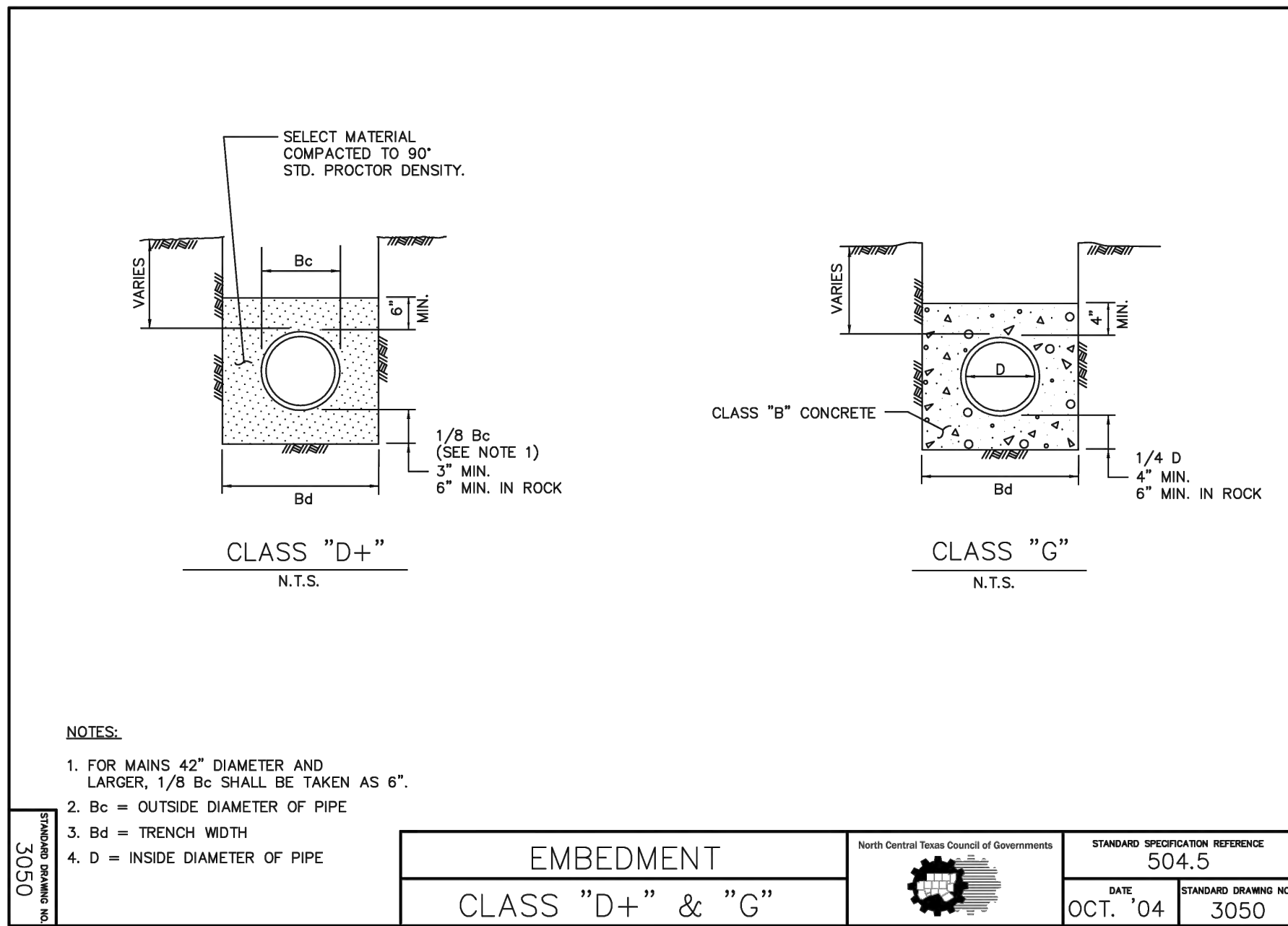
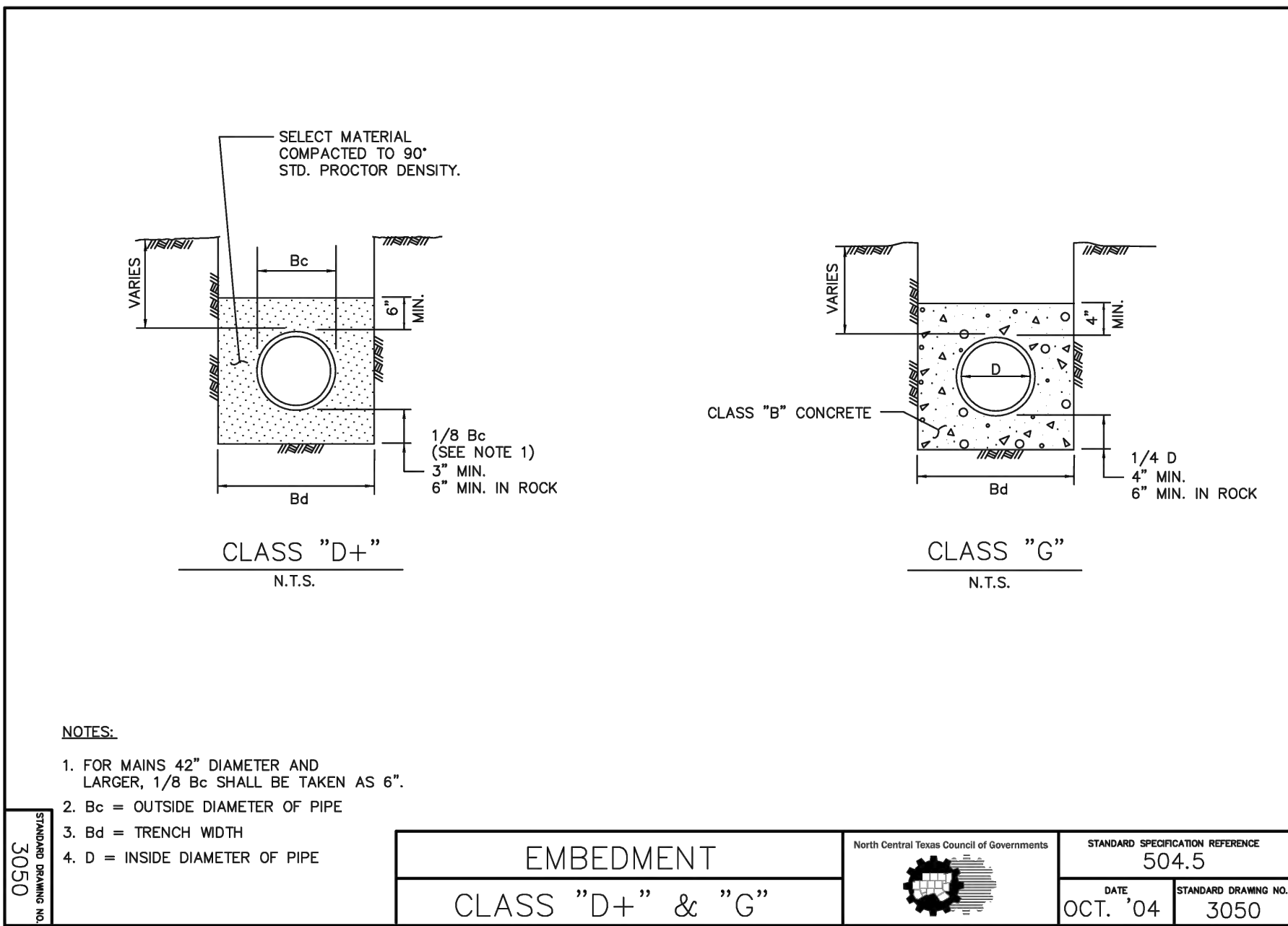
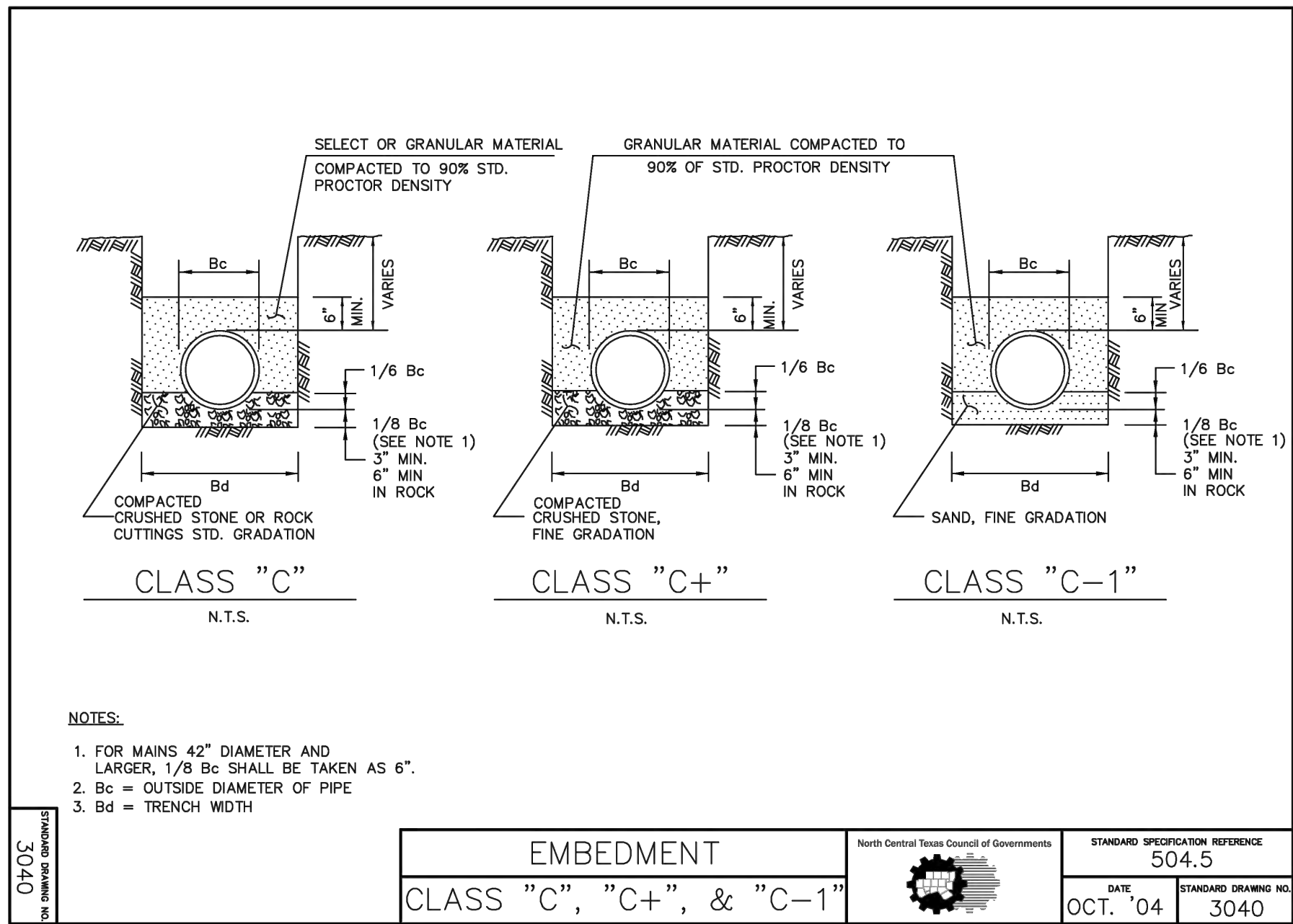
OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

**CONSTRUCTION  
DETAILS**

SHEET NUMBER:

**C5.03**



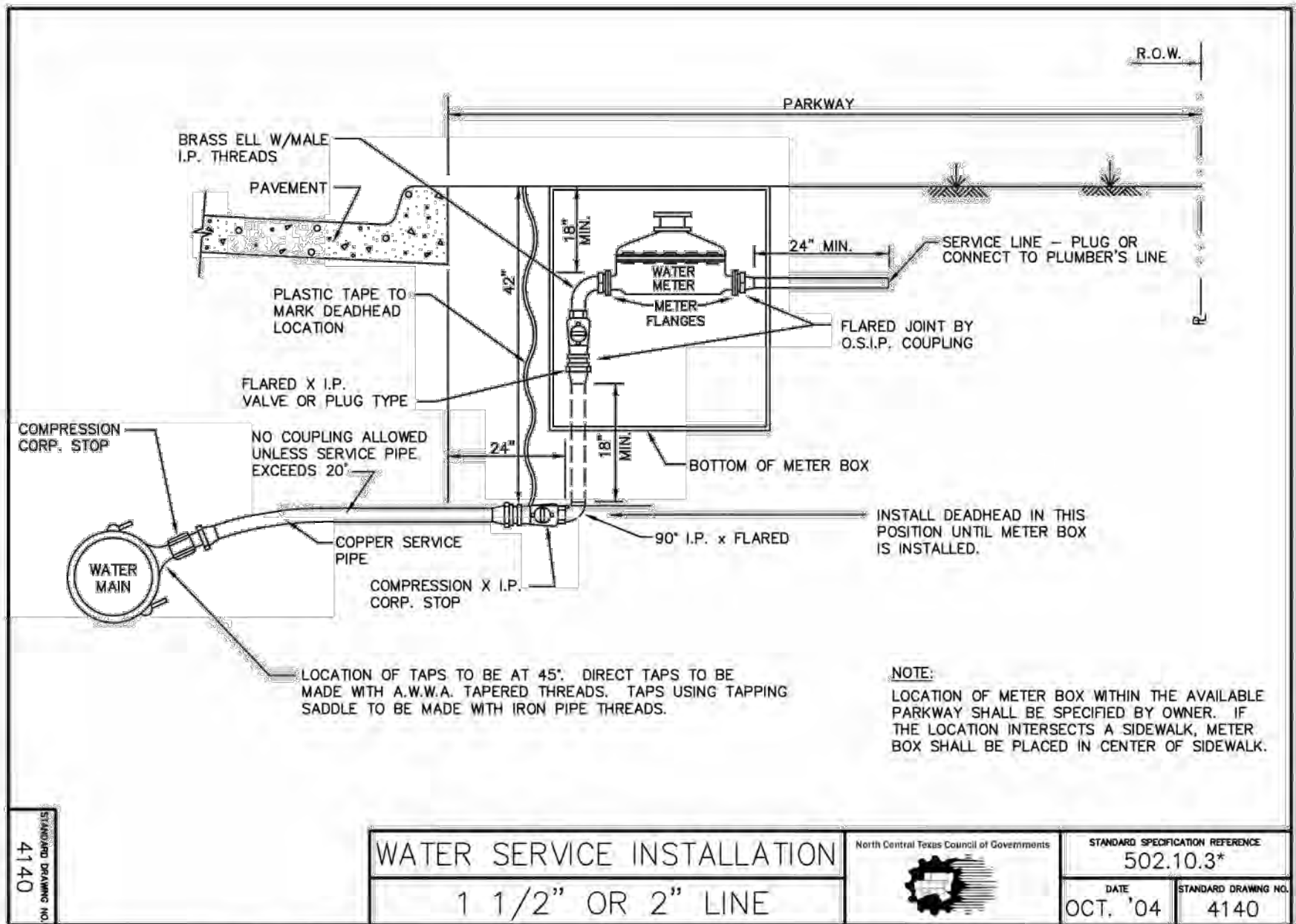
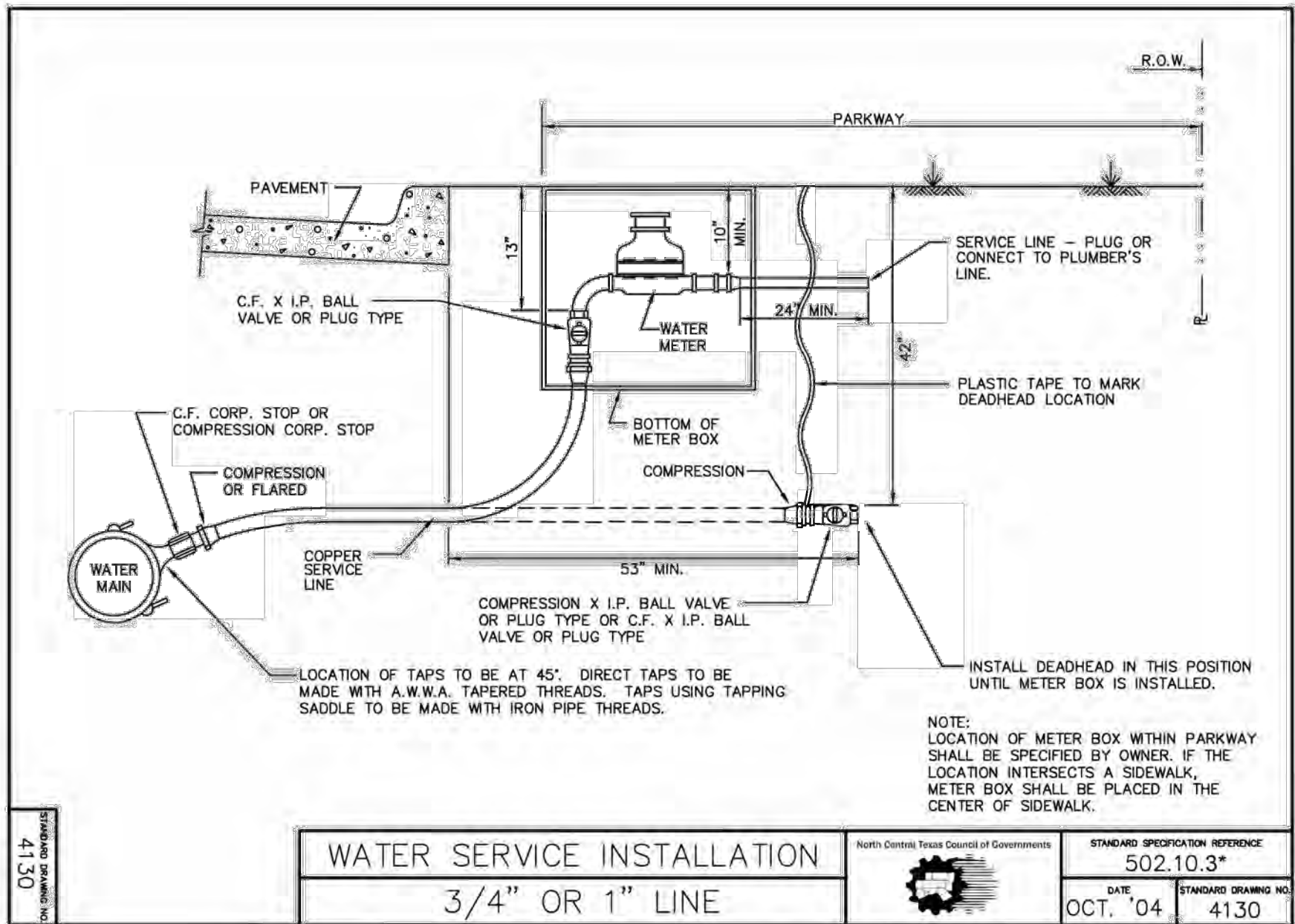
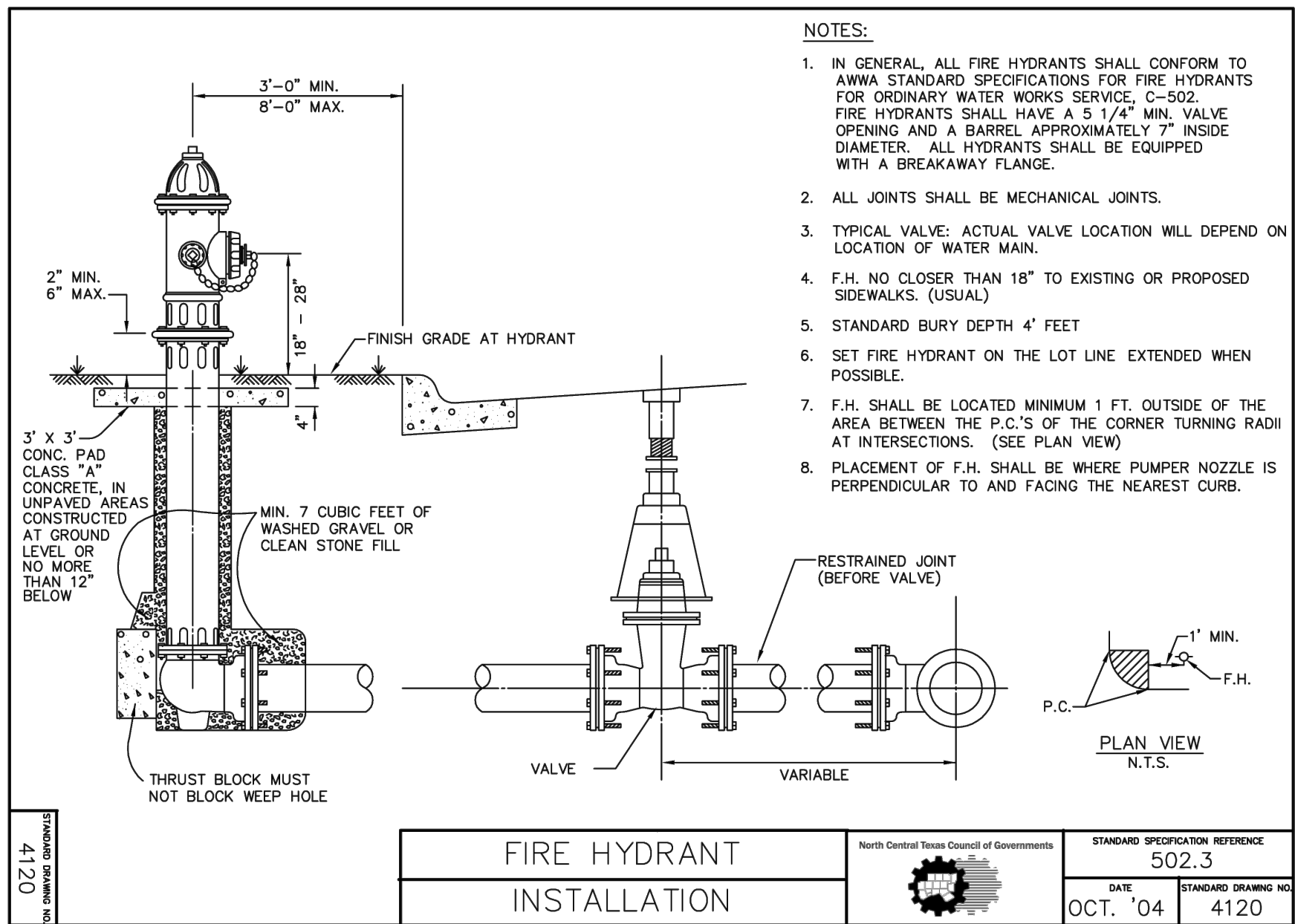
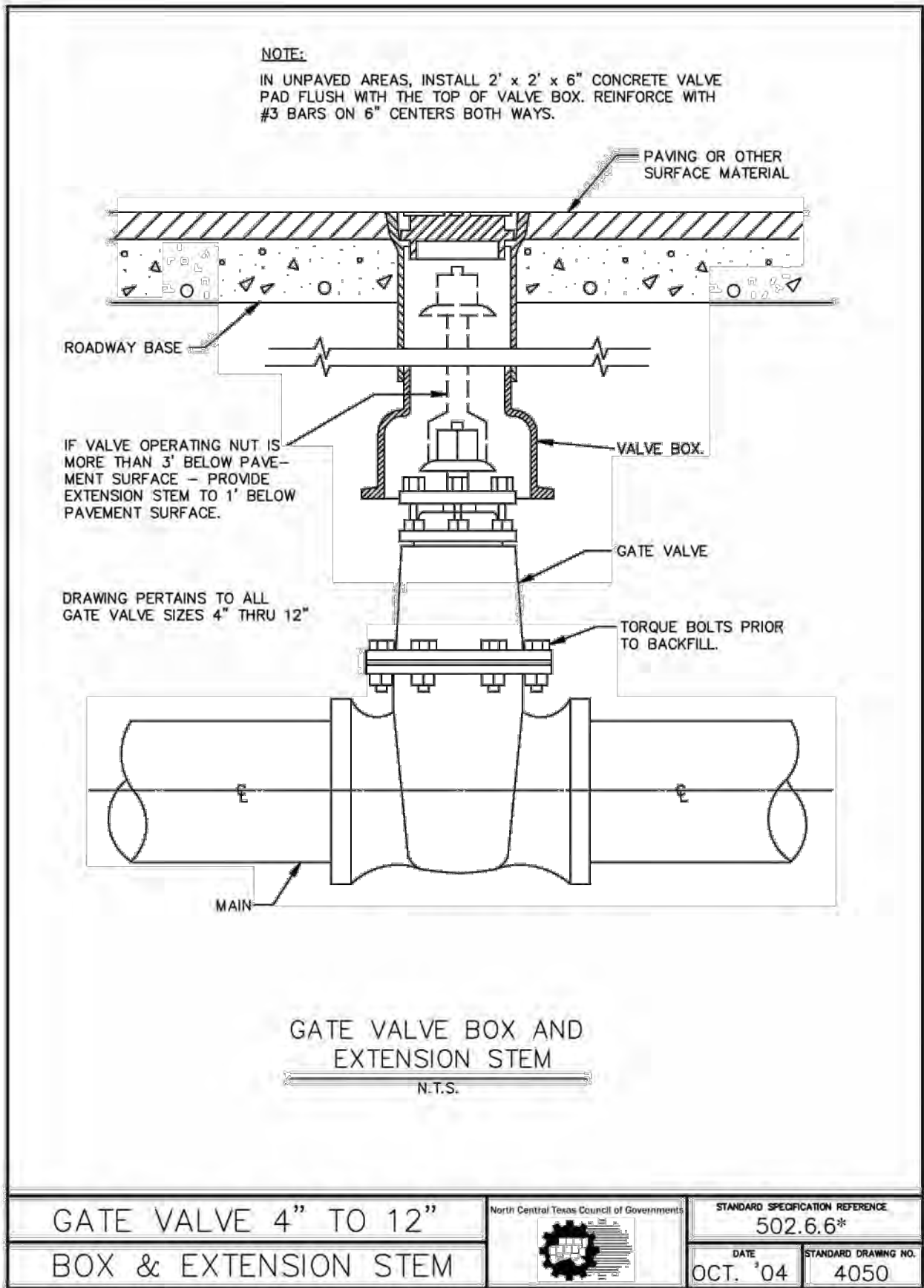
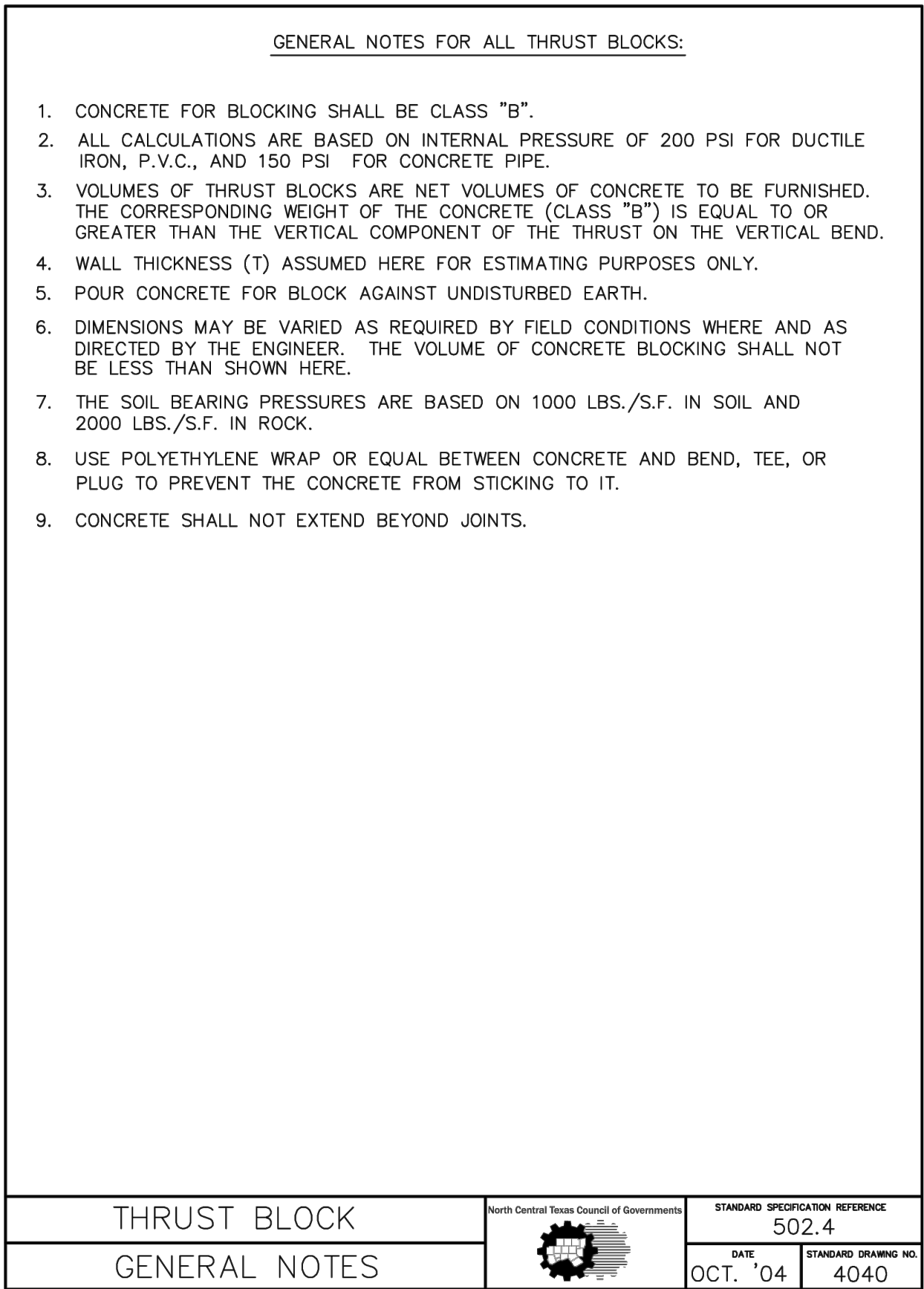
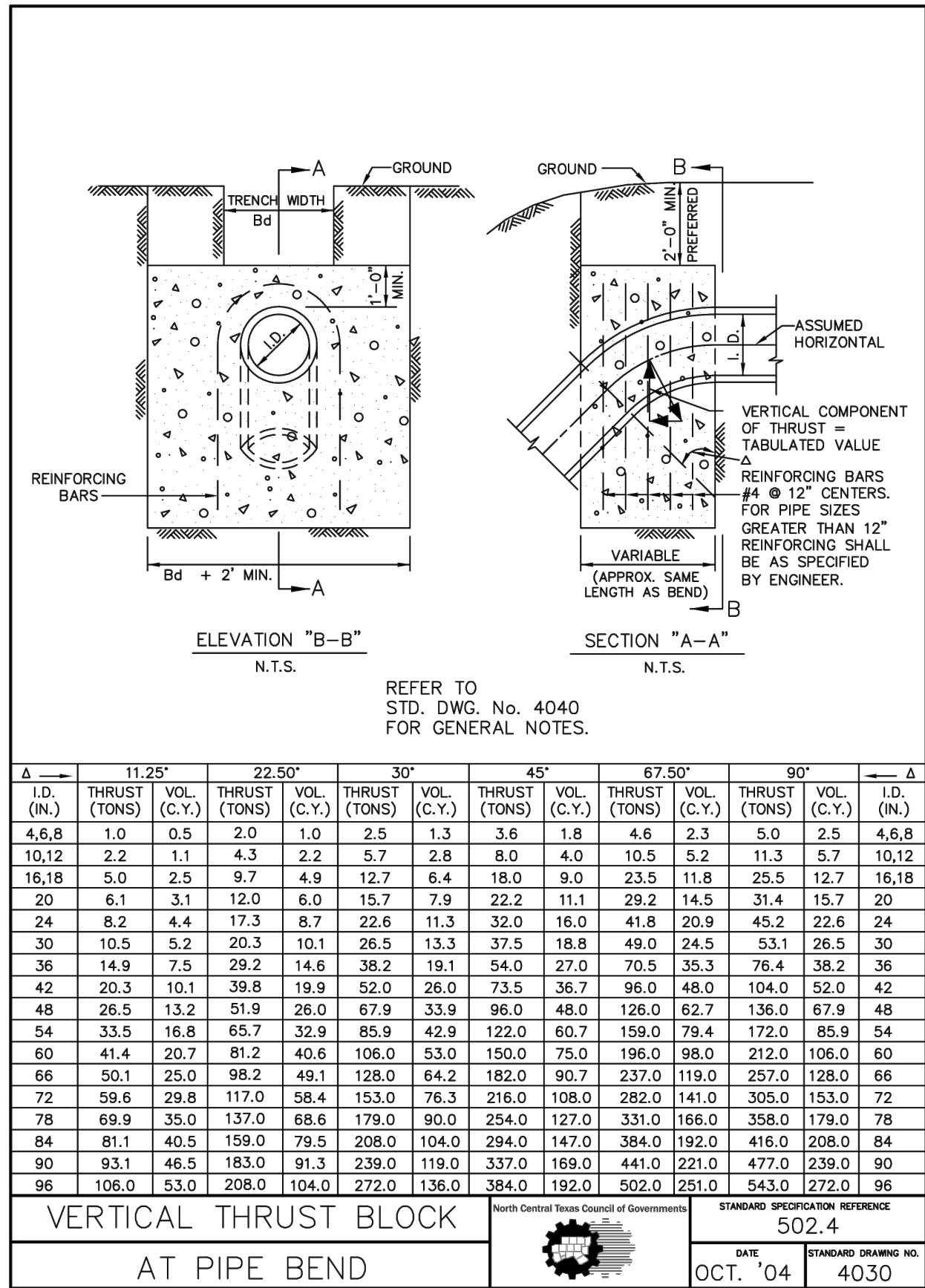
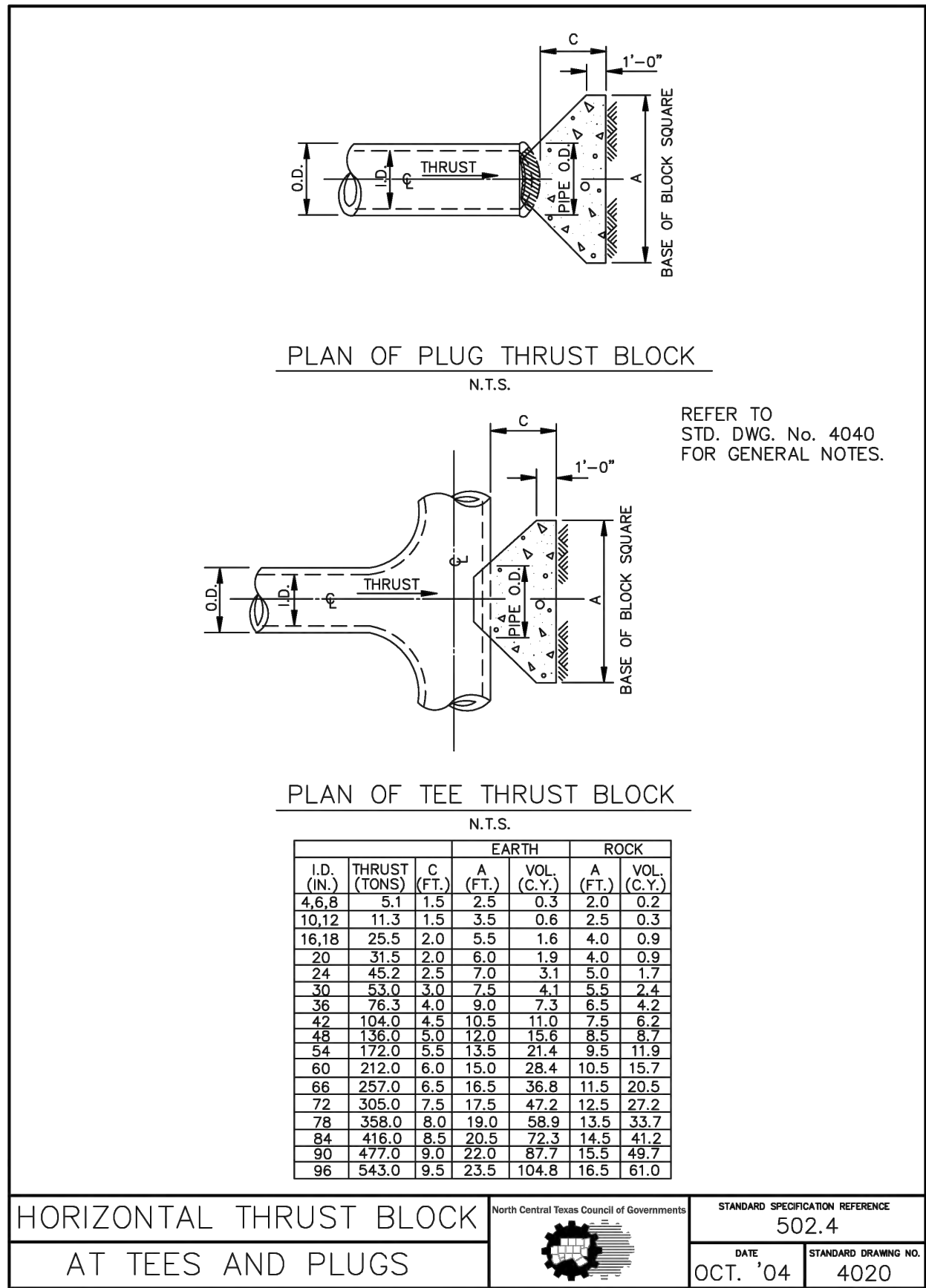
| $\Delta = 11.25'$ |            |                  |            |            |                |               |            |                  |            |            |                | $\Delta = 22.50'$ |            |                  |            |            |                |               |            |                  |            |            |                |               |     |
|-------------------|------------|------------------|------------|------------|----------------|---------------|------------|------------------|------------|------------|----------------|-------------------|------------|------------------|------------|------------|----------------|---------------|------------|------------------|------------|------------|----------------|---------------|-----|
| EARTH             |            |                  |            |            |                | ROCK          |            |                  |            |            |                | EARTH             |            |                  |            |            |                | ROCK          |            |                  |            |            |                |               |     |
| I.D.<br>(IN.)     | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.)     | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) |     |
| 4,6.8             | 0.4        | 1.0              | 1.0        | 1.5        | 0.1            | 10,12         | 0.5        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 10,12             | 0.6        | 2.2              | 1.5        | 1.5        | 0.1            | 10,12         | 0.5        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 16,18             | 0.8        | 5.0              | 2.0        | 2.5        | 0.3            | 15,18         | 0.7        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 20                | 0.9        | 6.2              | 2.0        | 3.5        | 0.4            | 15,18         | 0.7        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 24                | 1.1        | 8.9              | 3.0        | 3.5        | 0.5            | 15,18         | 0.7        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 30                | 1.4        | 10.4             | 3.0        | 3.5        | 0.6            | 20,24         | 1.0        | 2.0              | 3.5        | 0.4        | 20,24          | 1.0               | 2.0        | 3.5              | 0.4        | 20,24      | 1.0            | 2.0           | 3.5        | 0.4              | 20,24      | 1.0        | 2.0            | 3.5           | 0.4 |
| 36                | 1.7        | 15.0             | 3.5        | 4.5        | 0.9            | 20,24         | 1.0        | 2.0              | 3.5        | 0.4        | 20,24          | 1.0               | 2.0        | 3.5              | 0.4        | 20,24      | 1.0            | 2.0           | 3.5        | 0.4              | 20,24      | 1.0        | 2.0            | 3.5           | 0.4 |
| 42                | 1.9        | 20.4             | 4.5        | 5.0        | 1.5            | 25,30         | 1.5        | 2.5              | 5.0        | 0.8        | 24,30          | 1.2               | 3.8        | 4.0              | 5.5        | 2.0        | 1.8            | 12.3          | 3.5        | 3.5              | 0.7        | 2.0        | 3.0            | 0.4           |     |
| 48                | 2.2        | 26.6             | 4.5        | 6.0        | 2.0            | 25,30         | 1.5        | 2.5              | 5.0        | 0.8        | 24,30          | 1.2               | 3.8        | 4.0              | 5.5        | 2.0        | 1.8            | 12.3          | 3.5        | 3.5              | 0.7        | 2.0        | 3.0            | 0.4           |     |
| 54                | 2.5        | 33.7             | 6.0        | 6.0        | 3.0            | 30,36         | 1.4        | 5.4              | 4.9        | 67.0       | 9.0            | 8.0               | 8.0        | 6.0              | 6.0        | 4.1        |                |               |            |                  |            |            |                |               |     |
| 60                | 2.7        | 41.6             | 6.0        | 7.0        | 3.8            | 30,36         | 1.4        | 5.4              | 4.9        | 67.0       | 9.0            | 8.0               | 8.0        | 6.0              | 6.0        | 4.1        |                |               |            |                  |            |            |                |               |     |
| 66                | 3.0        | 50.3             | 6.5        | 8.0        | 5.1            | 35,40         | 1.5        | 3.5              | 8.0        | 2.7        | 66             | 6.0               | 100.1      | 10.5             | 10.0       | 14.1       | 6.5            | 8.0           | 7.2        |                  |            |            |                |               |     |
| 72                | 3.3        | 59.9             | 7.5        | 8.0        | 6.3            | 40,45         | 1.6        | 6.0              | 11.1       | 10.0       | 11.0           | 17.6              | 7.5        | 8.0              | 8.0        | 9.1        |                |               |            |                  |            |            |                |               |     |
| 78                | 3.6        | 70.2             | 8.0        | 9.0        | 8.1            | 40,45         | 1.6        | 6.0              | 11.1       | 10.0       | 11.0           | 17.6              | 7.5        | 8.0              | 8.0        | 9.1        |                |               |            |                  |            |            |                |               |     |
| 84                | 3.8        | 81.5             | 8.5        | 10.0       | 10.3           | 45,10.5       | 1.7        | 8.4              | 7.6        | 162.1      | 13.0           | 12.5              | 27.2       | 8.5              | 10.0       | 14.8       |                |               |            |                  |            |            |                |               |     |
| 90                | 4.1        | 93.5             | 9.5        | 10.0       | 12.2           | 50,12.2       | 5.0        | 10.0             | 6.3        | 90         | 8.2            | 186.1             | 14.0       | 13.5             | 33.7       | 9.5        | 10.0           | 17.7          |            |                  |            |            |                |               |     |
| 96                | 4.4        | 106.4            | 10.0       | 11.0       | 15.0           | 50,12.2       | 5.0        | 10.0             | 6.3        | 90         | 8.2            | 186.1             | 14.0       | 13.5             | 33.7       | 9.5        | 10.0           | 17.7          |            |                  |            |            |                |               |     |

| $\Delta = 11.25'$ |            |                  |            |            |                |               |            |                  |            |            |                | $\Delta = 22.50'$ |            |                  |            |            |                |               |            |                  |            |            |                |               |     |
|-------------------|------------|------------------|------------|------------|----------------|---------------|------------|------------------|------------|------------|----------------|-------------------|------------|------------------|------------|------------|----------------|---------------|------------|------------------|------------|------------|----------------|---------------|-----|
| EARTH             |            |                  |            |            |                | ROCK          |            |                  |            |            |                | EARTH             |            |                  |            |            |                | ROCK          |            |                  |            |            |                |               |     |
| I.D.<br>(IN.)     | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.)     | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) |     |
| 4,6.8             | 0.4        | 1.0              | 1.0        | 1.5        | 0.1            | 10,12         | 0.5        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 10,12             | 0.6        | 2.2              | 1.5        | 1.5        | 0.1            | 10,12         | 0.5        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 16,18             | 0.8        | 5.0              | 2.0        | 2.5        | 0.3            | 15,18         | 0.7        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 20                | 0.9        | 6.2              | 2.0        | 3.5        | 0.4            | 15,18         | 0.7        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 24                | 1.1        | 8.9              | 3.0        | 3.5        | 0.5            | 15,18         | 0.7        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 30                | 1.4        | 10.4             | 3.0        | 3.5        | 0.6            | 20,24         | 1.0        | 2.0              | 3.5        | 0.4        | 20,24          | 1.0               | 2.0        | 3.5              | 0.4        | 20,24      | 1.0            | 2.0           | 3.5        | 0.4              | 20,24      | 1.0        | 2.0            | 3.5           | 0.4 |
| 36                | 1.7        | 15.0             | 3.5        | 4.5        | 0.9            | 20,24         | 1.0        | 2.0              | 3.5        | 0.4        | 20,24          | 1.0               | 2.0        | 3.5              | 0.4        | 20,24      | 1.0            | 2.0           | 3.5        | 0.4              | 20,24      | 1.0        | 2.0            | 3.5           | 0.4 |
| 42                | 1.9        | 20.4             | 4.5        | 5.0        | 1.5            | 25,30         | 1.5        | 2.5              | 5.0        | 0.8        | 24,30          | 1.2               | 3.8        | 4.0              | 5.5        | 2.0        | 1.8            | 12.3          | 3.5        | 3.5              | 0.7        | 2.0        | 3.0            | 0.4           |     |
| 48                | 2.2        | 26.6             | 4.5        | 6.0        | 2.0            | 25,30         | 1.5        | 2.5              | 5.0        | 0.8        | 24,30          | 1.2               | 3.8        | 4.0              | 5.5        | 2.0        | 1.8            | 12.3          | 3.5        | 3.5              | 0.7        | 2.0        | 3.0            | 0.4           |     |
| 54                | 2.5        | 33.7             | 6.0        | 6.0        | 3.0            | 30,36         | 1.4        | 5.4              | 4.9        | 67.0       | 9.0            | 8.0               | 8.0        | 6.0              | 6.0        | 4.1        |                |               |            |                  |            |            |                |               |     |
| 60                | 2.7        | 41.6             | 6.0        | 7.0        | 3.8            | 30,36         | 1.4        | 5.4              | 4.9        | 67.0       | 9.0            | 8.0               | 8.0        | 6.0              | 6.0        | 4.1        |                |               |            |                  |            |            |                |               |     |
| 66                | 3.0        | 50.3             | 6.5        | 8.0        | 5.1            | 35,40         | 1.5        | 3.5              | 8.0        | 2.7        | 66             | 6.0               | 100.1      | 10.5             | 10.0       | 14.1       | 6.5            | 8.0           | 7.2        |                  |            |            |                |               |     |
| 72                | 3.3        | 59.9             | 7.5        | 8.0        | 6.3            | 40,45         | 1.6        | 6.0              | 11.1       | 10.0       | 11.0           | 17.6              | 7.5        | 8.0              | 8.0        | 9.1        |                |               |            |                  |            |            |                |               |     |
| 78                | 3.6        | 70.2             | 8.0        | 9.0        | 8.1            | 40,45         | 1.6        | 6.0              | 11.1       | 10.0       | 11.0           | 17.6              | 7.5        | 8.0              | 8.0        | 9.1        |                |               |            |                  |            |            |                |               |     |
| 84                | 3.8        | 81.5             | 8.5        | 10.0       | 10.3           | 45,10.5       | 1.7        | 8.4              | 7.6        | 162.1      | 13.0           | 12.5              | 27.2       | 8.5              | 10.0       | 14.8       |                |               |            |                  |            |            |                |               |     |
| 90                | 4.1        | 93.5             | 9.5        | 10.0       | 12.2           | 50,12.2       | 5.0        | 10.0             | 6.3        | 90         | 8.2            | 186.1             | 14.0       | 13.5             | 33.7       | 9.5        | 10.0           | 17.7          |            |                  |            |            |                |               |     |
| 96                | 4.4        | 106.4            | 10.0       | 11.0       | 15.0           | 50,12.2       | 5.0        | 10.0             | 6.3        | 90         | 8.2            | 186.1             | 14.0       | 13.5             | 33.7       | 9.5        | 10.0           | 17.7          |            |                  |            |            |                |               |     |

| $\Delta = 11.25'$ |            |                  |            |            |                |               |            |                  |            |            |                | $\Delta = 22.50'$ |            |                  |            |            |                |               |            |                  |            |            |                |               |     |
|-------------------|------------|------------------|------------|------------|----------------|---------------|------------|------------------|------------|------------|----------------|-------------------|------------|------------------|------------|------------|----------------|---------------|------------|------------------|------------|------------|----------------|---------------|-----|
| EARTH             |            |                  |            |            |                | ROCK          |            |                  |            |            |                | EARTH             |            |                  |            |            |                | ROCK          |            |                  |            |            |                |               |     |
| I.D.<br>(IN.)     | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.)     | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) |     |
| 4,6.8             | 0.4        | 1.0              | 1.0        | 1.5        | 0.1            | 10,12         | 0.5        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 10,12             | 0.6        | 2.2              | 1.5        | 1.5        | 0.1            | 10,12         | 0.5        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 16,18             | 0.8        | 5.0              | 2.0        | 2.5        | 0.3            | 15,18         | 0.7        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 20                | 0.9        | 6.2              | 2.0        | 3.5        | 0.4            | 15,18         | 0.7        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 24                | 1.1        | 8.9              | 3.0        | 3.5        | 0.5            | 15,18         | 0.7        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 30                | 1.4        | 10.4             | 3.0        | 3.5        | 0.6            | 20,24         | 1.0        | 2.0              | 3.5        | 0.4        | 20,24          | 1.0               | 2.0        | 3.5              | 0.4        | 20,24      | 1.0            | 2.0           | 3.5        | 0.4              | 20,24      | 1.0        | 2.0            | 3.5           | 0.4 |
| 36                | 1.7        | 15.0             | 3.5        | 4.5        | 0.9            | 20,24         | 1.0        | 2.0              | 3.5        | 0.4        | 20,24          | 1.0               | 2.0        | 3.5              | 0.4        | 20,24      | 1.0            | 2.0           | 3.5        | 0.4              | 20,24      | 1.0        | 2.0            | 3.5           | 0.4 |
| 42                | 1.9        | 20.4             | 4.5        | 5.0        | 1.5            | 25,30         | 1.5        | 2.5              | 5.0        | 0.8        | 24,30          | 1.2               | 3.8        | 4.0              | 5.5        | 2.0        | 1.8            | 12.3          | 3.5        | 3.5              | 0.7        | 2.0        | 3.0            | 0.4           |     |
| 48                | 2.2        | 26.6             | 4.5        | 6.0        | 2.0            | 25,30         | 1.5        | 2.5              | 5.0        | 0.8        | 24,30          | 1.2               | 3.8        | 4.0              | 5.5        | 2.0        | 1.8            | 12.3          | 3.5        | 3.5              | 0.7        | 2.0        | 3.0            | 0.4           |     |
| 54                | 2.5        | 33.7             | 6.0        | 6.0        | 3.0            | 30,36         | 1.4        | 5.4              | 4.9        | 67.0       | 9.0            | 8.0               | 8.0        | 6.0              | 6.0        | 4.1        |                |               |            |                  |            |            |                |               |     |
| 60                | 2.7        | 41.6             | 6.0        | 7.0        | 3.8            | 30,36         | 1.4        | 5.4              | 4.9        | 67.0       | 9.0            | 8.0               | 8.0        | 6.0              | 6.0        | 4.1        |                |               |            |                  |            |            |                |               |     |
| 66                | 3.0        | 50.3             | 6.5        | 8.0        | 5.1            | 35,40         | 1.5        | 3.5              | 8.0        | 2.7        | 66             | 6.0               | 100.1      | 10.5             | 10.0       | 14.1       | 6.5            | 8.0           | 7.2        |                  |            |            |                |               |     |
| 72                | 3.3        | 59.9             | 7.5        | 8.0        | 6.3            | 40,45         | 1.6        | 6.0              | 11.1       | 10.0       | 11.0           | 17.6              | 7.5        | 8.0              | 8.0        | 9.1        |                |               |            |                  |            |            |                |               |     |
| 78                | 3.6        | 70.2             | 8.0        | 9.0        | 8.1            | 40,45         | 1.6        | 6.0              | 11.1       | 10.0       | 11.0           | 17.6              | 7.5        | 8.0              | 8.0        | 9.1        |                |               |            |                  |            |            |                |               |     |
| 84                | 3.8        | 81.5             | 8.5        | 10.0       | 10.3           | 45,10.5       | 1.7        | 8.4              | 7.6        | 162.1      | 13.0           | 12.5              | 27.2       | 8.5              | 10.0       | 14.8       |                |               |            |                  |            |            |                |               |     |
| 90                | 4.1        | 93.5             | 9.5        | 10.0       | 12.2           | 50,12.2       | 5.0        | 10.0             | 6.3        | 90         | 8.2            | 186.1             | 14.0       | 13.5             | 33.7       | 9.5        | 10.0           | 17.7          |            |                  |            |            |                |               |     |
| 96                | 4.4        | 106.4            | 10.0       | 11.0       | 15.0           | 50,12.2       | 5.0        | 10.0             | 6.3        | 90         | 8.2            | 186.1             | 14.0       | 13.5             | 33.7       | 9.5        | 10.0           | 17.7          |            |                  |            |            |                |               |     |

| $\Delta = 11.25'$ |            |                  |            |            |                |               |            |                  |            |            |                | $\Delta = 22.50'$ |            |                  |            |            |                |               |            |                  |            |            |                |               |     |
|-------------------|------------|------------------|------------|------------|----------------|---------------|------------|------------------|------------|------------|----------------|-------------------|------------|------------------|------------|------------|----------------|---------------|------------|------------------|------------|------------|----------------|---------------|-----|
| EARTH             |            |                  |            |            |                | ROCK          |            |                  |            |            |                | EARTH             |            |                  |            |            |                | ROCK          |            |                  |            |            |                |               |     |
| I.D.<br>(IN.)     | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.)     | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) | G<br>(FT.) | THRUST<br>(TONS) | A<br>(FT.) | B<br>(FT.) | VOL.<br>(C.Y.) | I.D.<br>(IN.) |     |
| 4,6.8             | 0.4        | 1.0              | 1.0        | 1.5        | 0.1            | 10,12         | 0.5        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 10,12             | 0.6        | 2.2              | 1.5        | 1.5        | 0.1            | 10,12         | 0.5        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 16,18             | 0.8        | 5.0              | 2.0        | 2.5        | 0.3            | 15,18         | 0.7        | 1.5              | 1.5        | 1.2        | 16,18          | 0.6               | 1.5        | 1.5              | 1.6        | 20         | 0.7            | 1.5           | 1.5        | 1.8              | 24         | 0.9        | 1.5            | 1.5           | 2.1 |
| 20                | 0.9        | 6.2</            |            |            |                |               |            |                  |            |            |                |                   |            |                  |            |            |                |               |            |                  |            |            |                |               |     |





WATER METER BOXES  
DFW37C-14-AF1MQF SMALL  
OR  
DFW65C-14-AF1MQF; AS REQUIRED BY  
THE CITY OF AUBREY



BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S):

DATE:

PROJECT BENCHMARKS:

BM#1 - "X" CUT SET  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
BM#2 - "X" CUT SET  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

SHOPS AT  
HIGH  
MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

CONSTRUCTION  
DETAILS

SHEET NUMBER:

C5.04

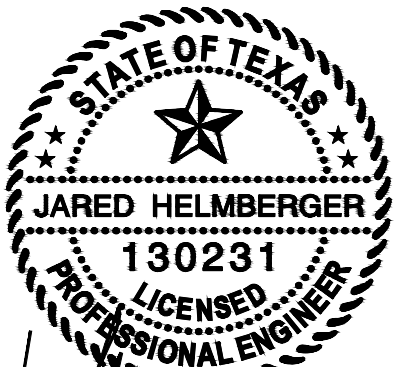
BEAR LAND COMPANY





BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

SHOPS AT  
HIGH  
MEADOWS

OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

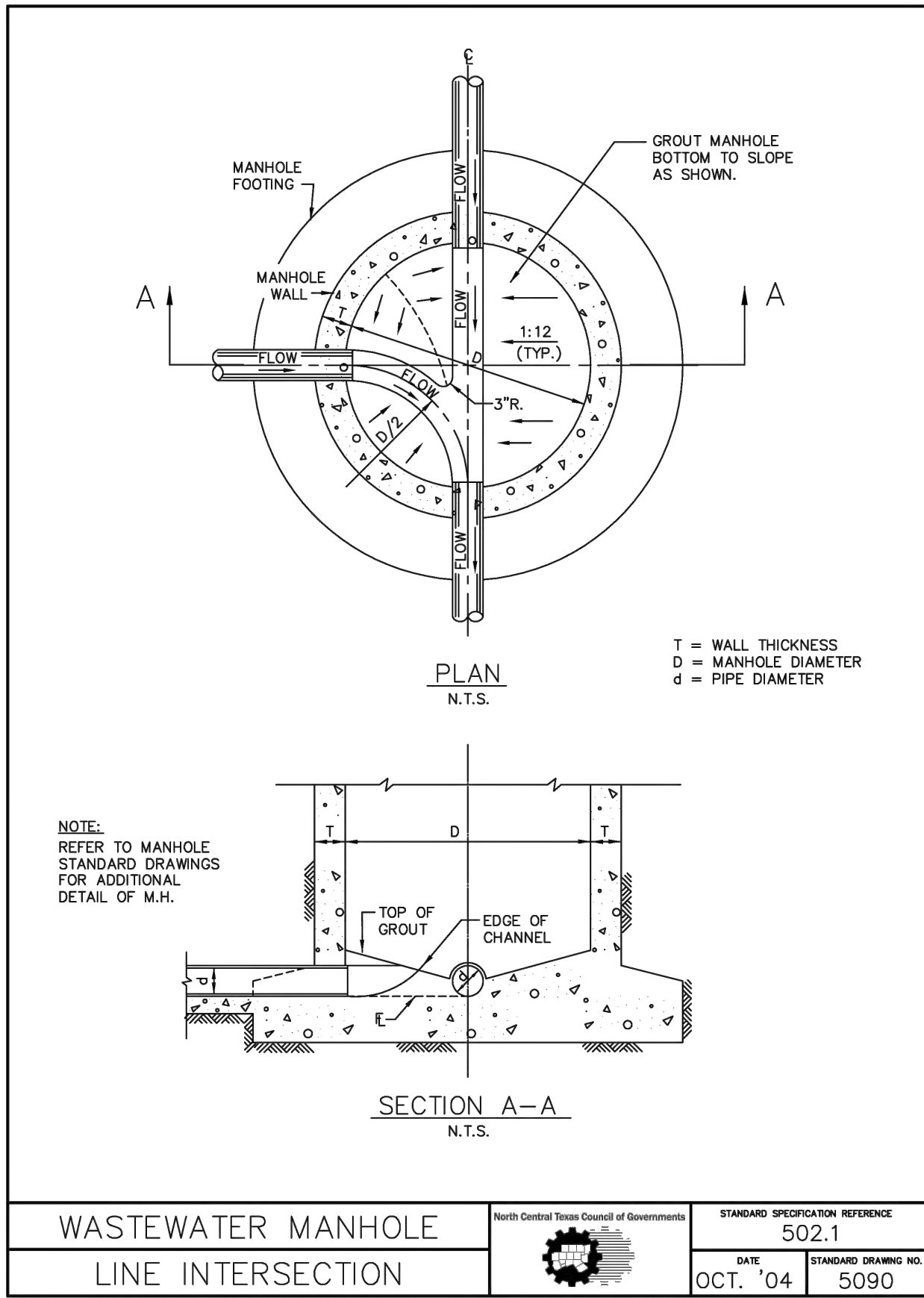
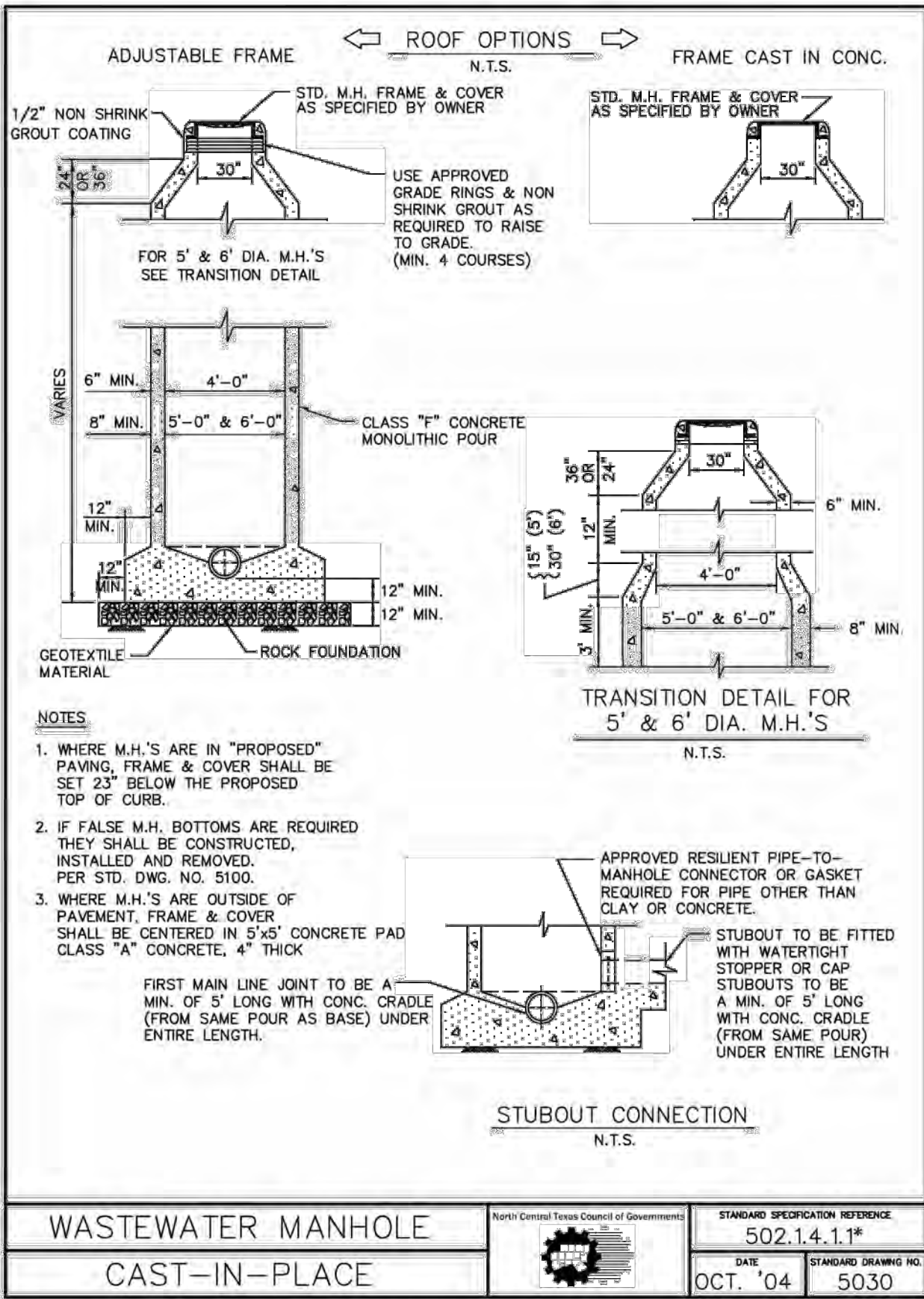
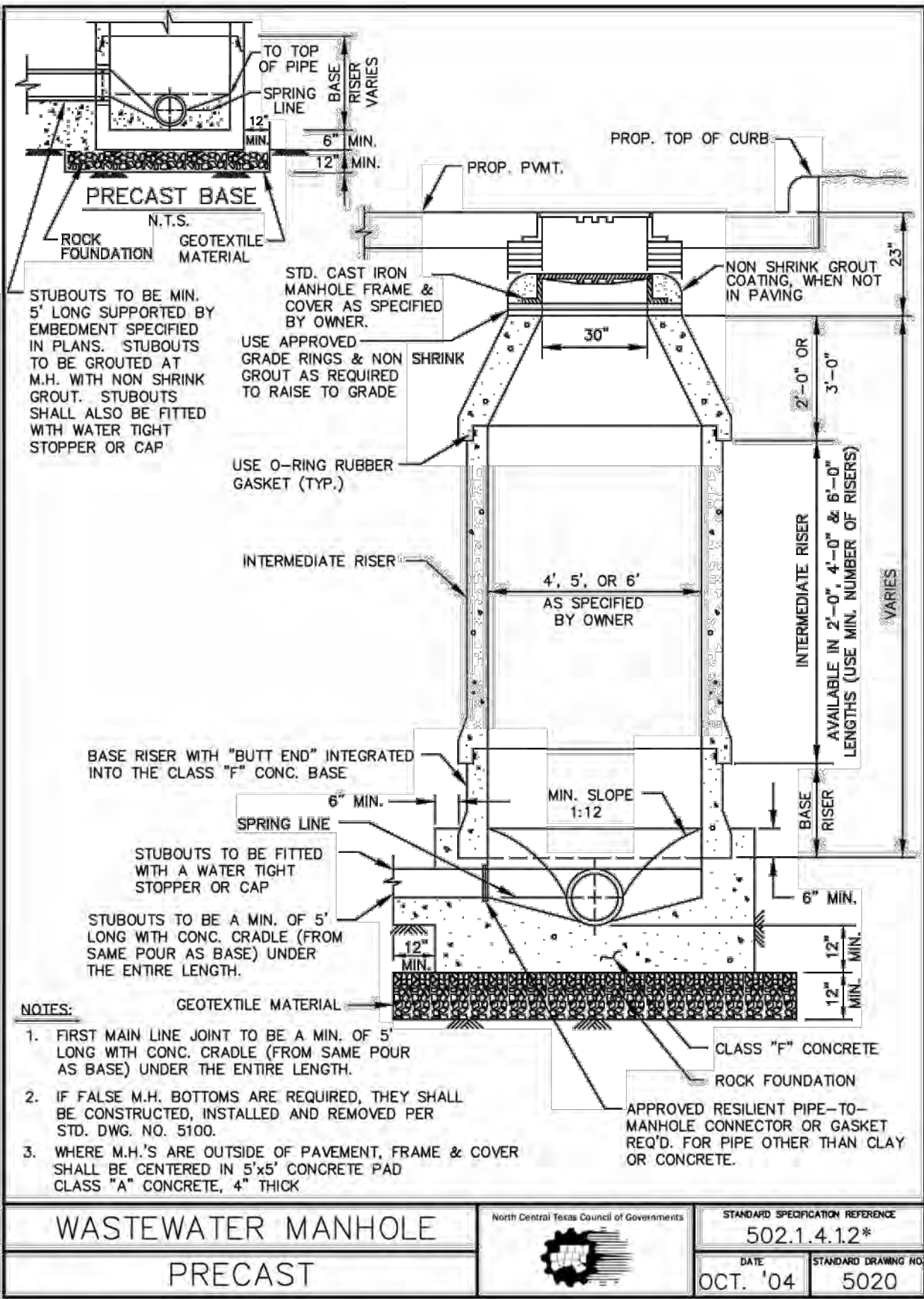
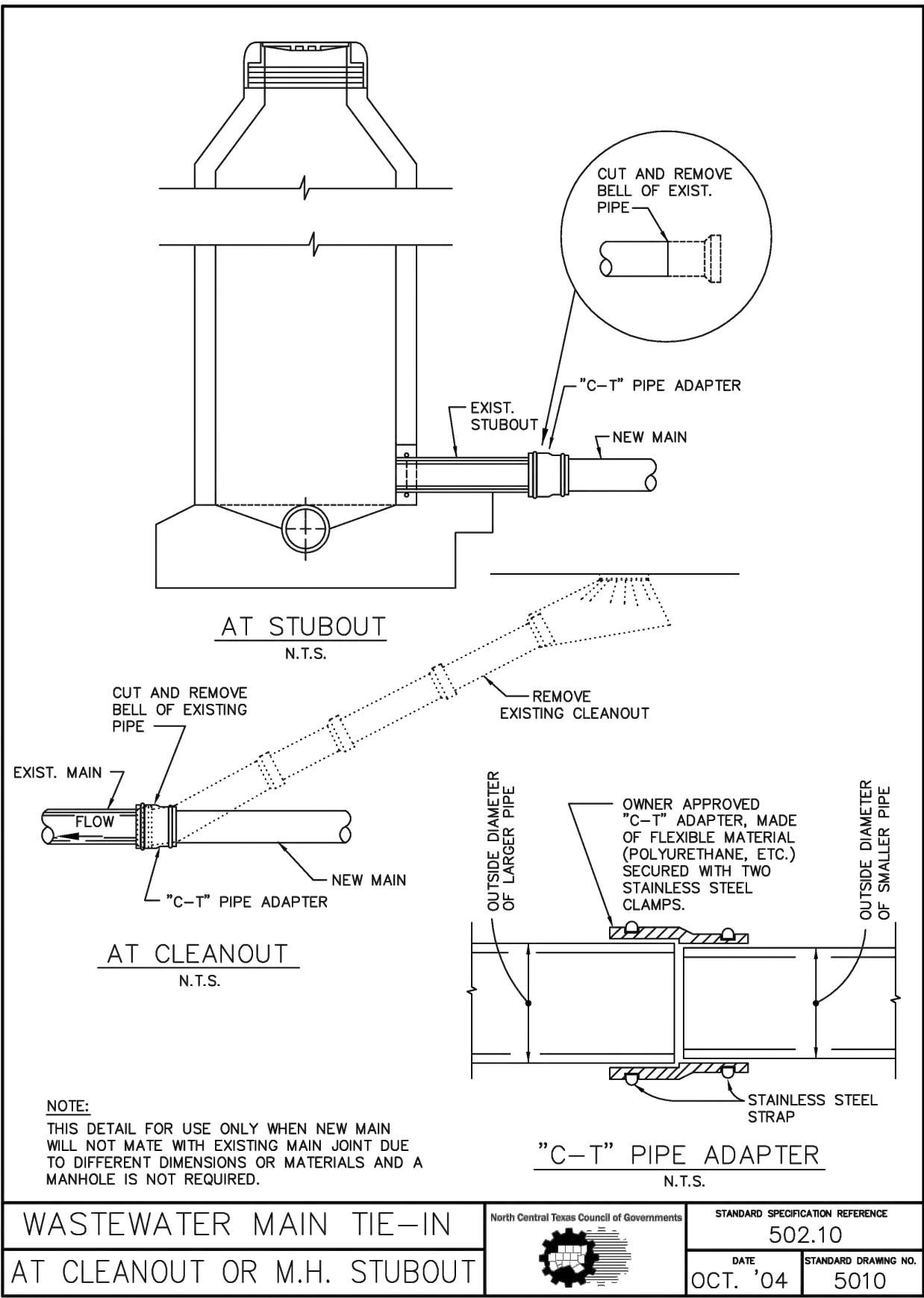
SHEET TITLE:

CONSTRUCTION  
DETAILS

SHEET NUMBER:

C5.05

AUBREY INLET COVER SHALL BE  
BASS & HAYS PART NO.  
VRM30-LID97 AND VRM30-RING



BEAR LAND COMPANY





BEAR LAND CO.  
TBPE FIRM NUMBER:  
F-22218

PROFESSIONAL SEAL:



REVISION(S): DATE:

PROJECT BENCHMARKS:

**BM#1 - "X" CUT SET**  
Elev: 672.83'  
N: 7156538.32  
E: 2432354.00  
**BM#2 - "X" CUT SET**  
Elev: 673.14'  
N: 7156291.65  
E: 2432613.51  
(As provided by TOPOGRAPHIC)



Know what's below.  
Call before you dig.

PROJECT INFORMATION:

**SHOPS AT  
HIGH  
MEADOWS**

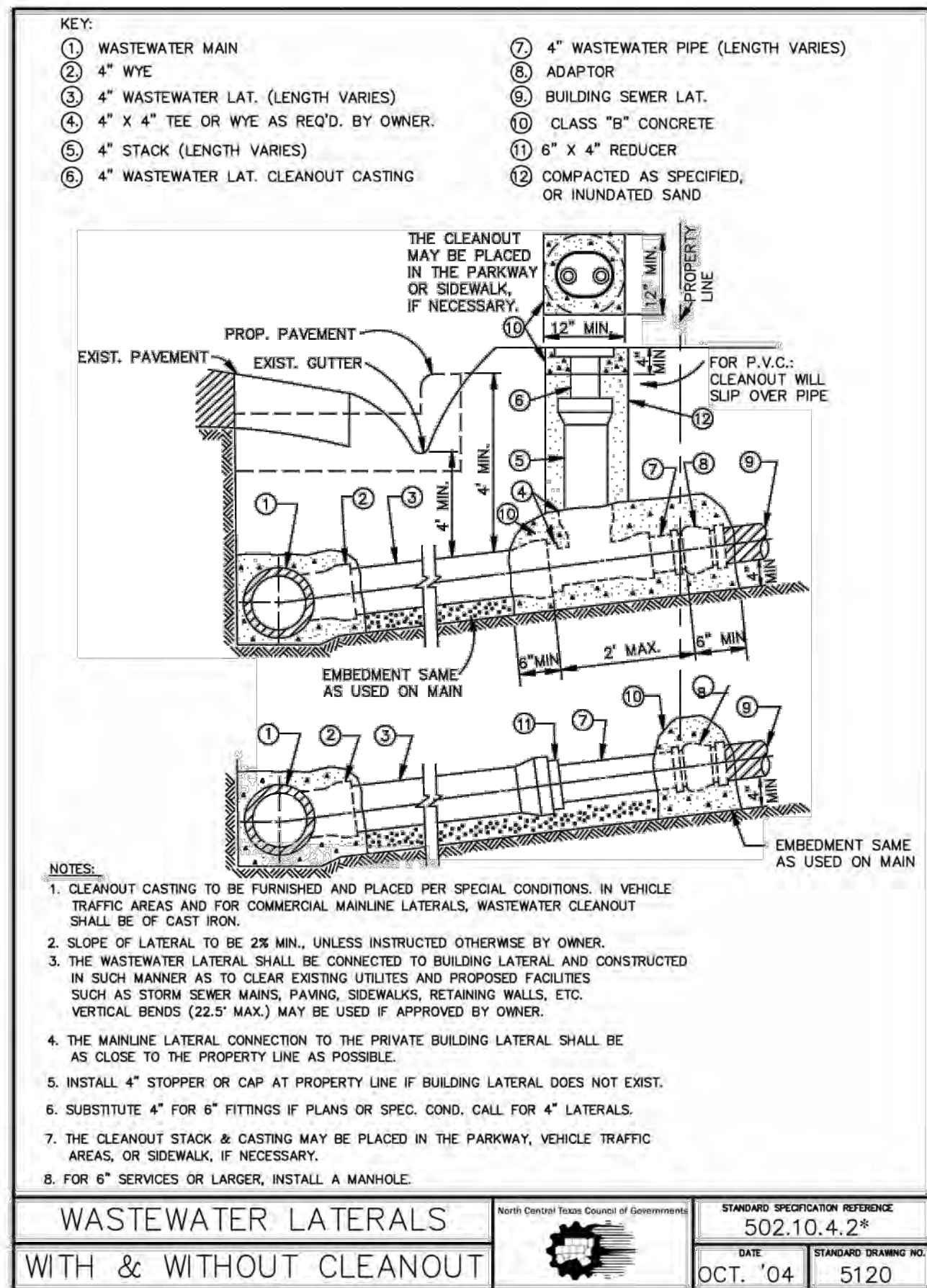
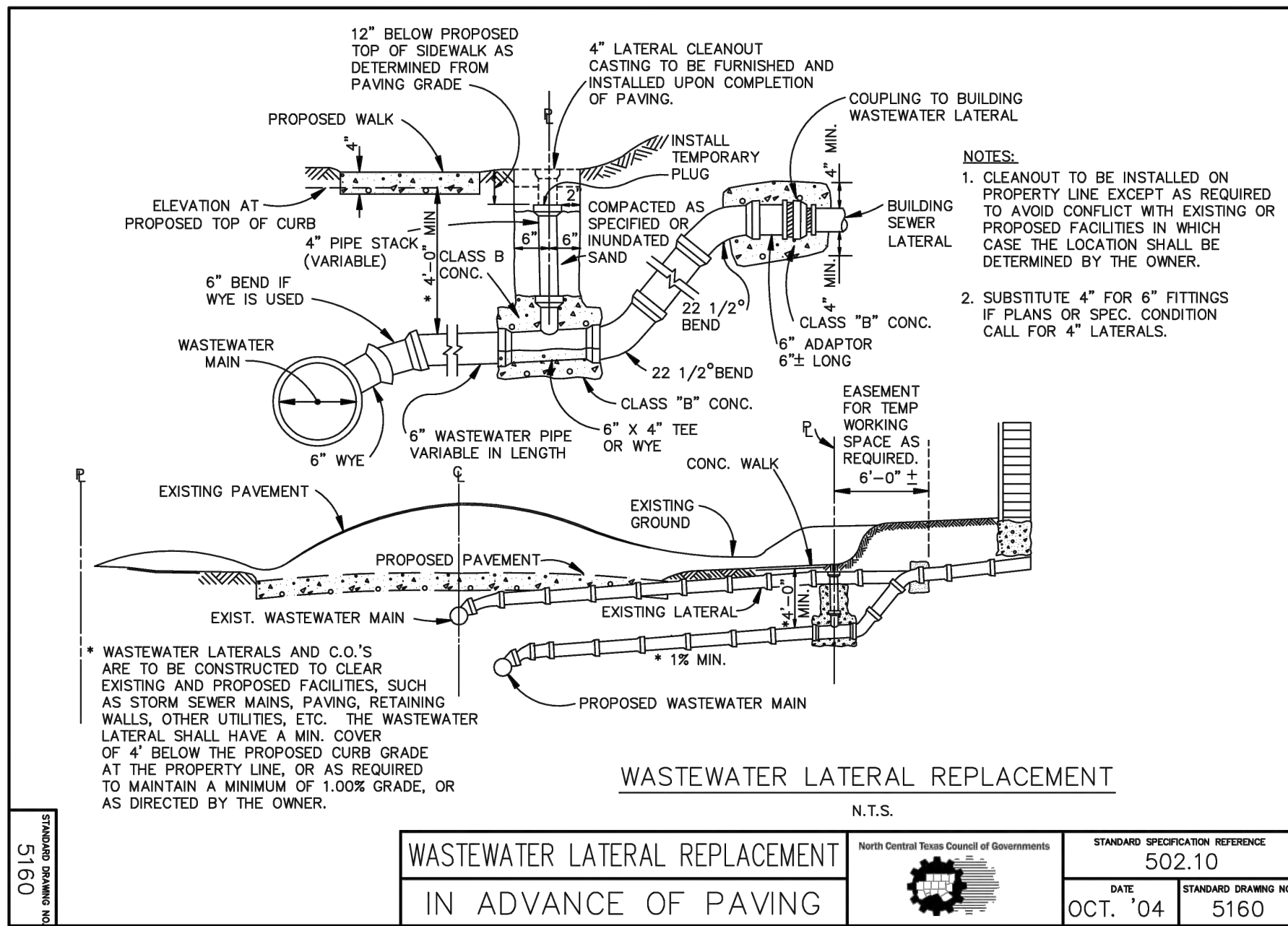
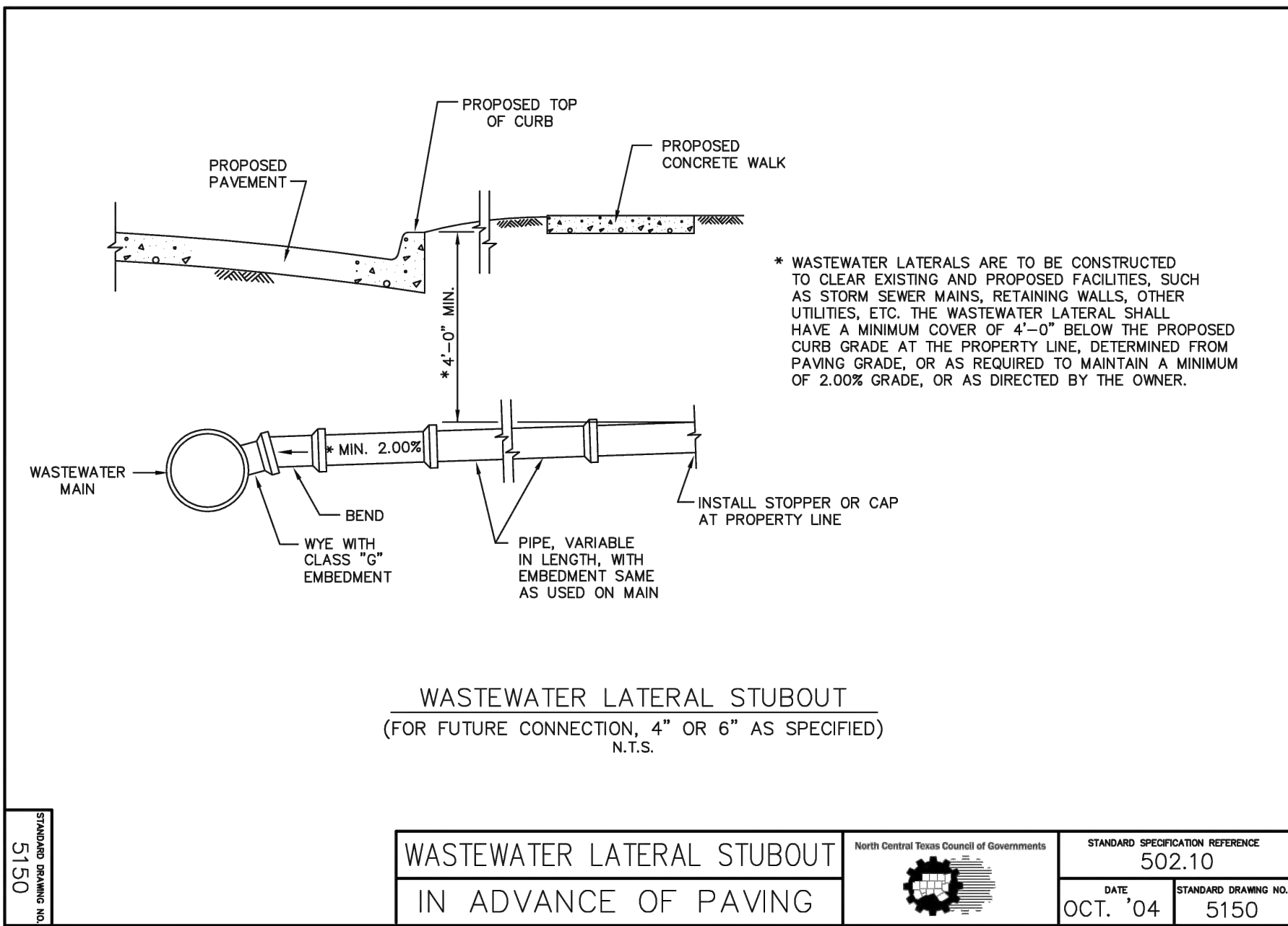
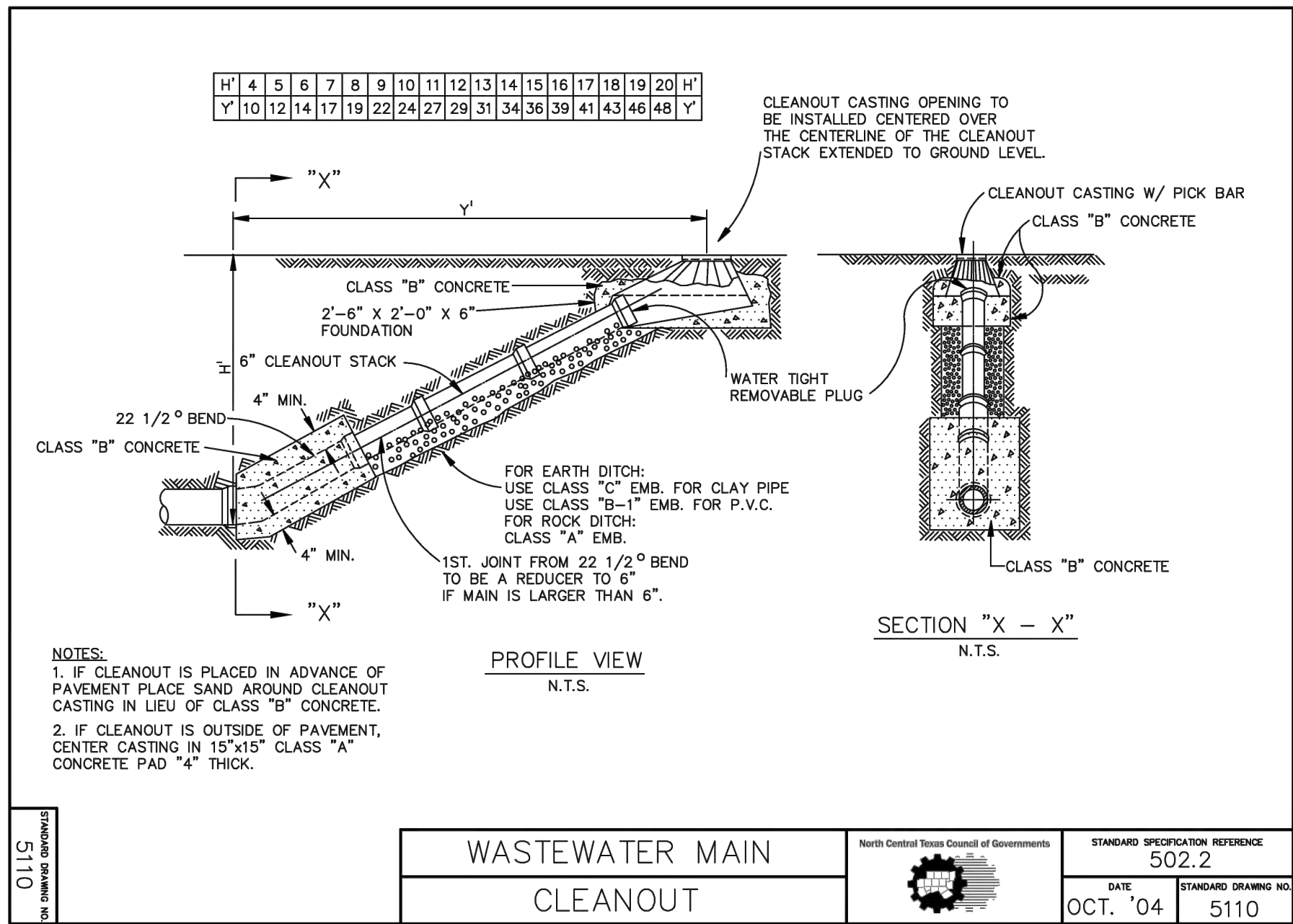
OWNER:  
CLR REALTY GROUP LLC  
10553 BARTLETT DRIVE  
FRISCO, TX 75035

SHEET TITLE:

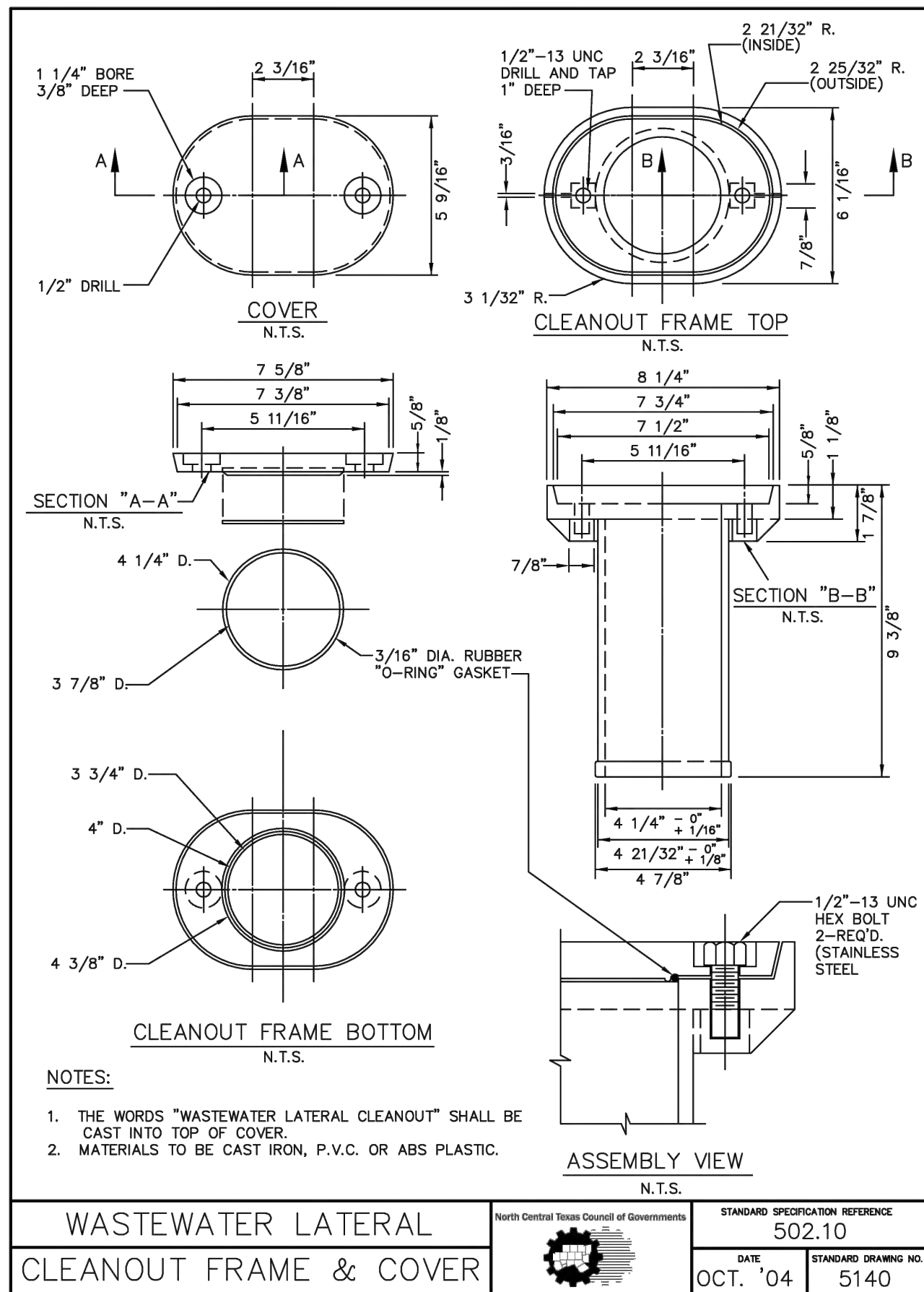
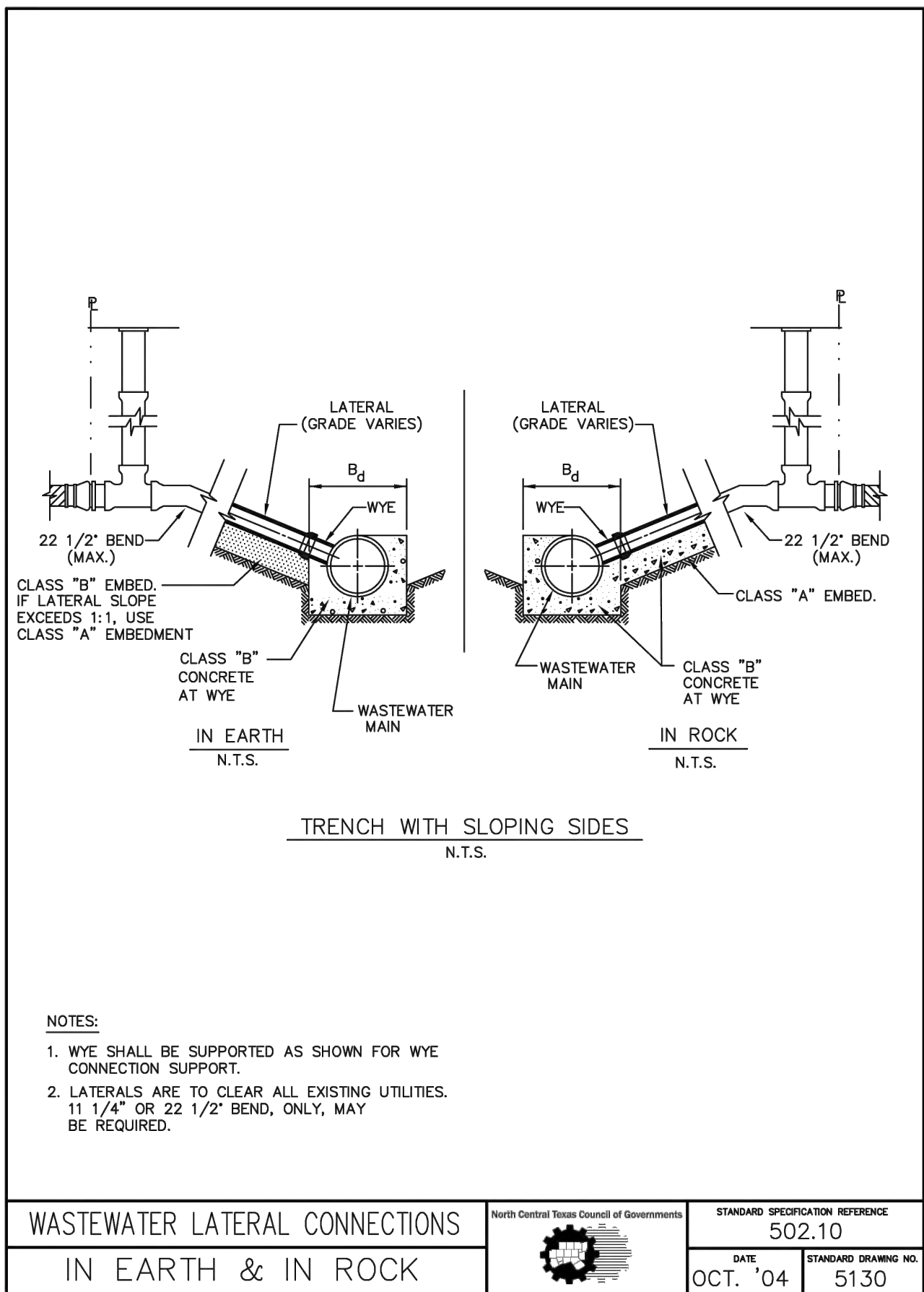
**CONSTRUCTION  
DETAILS**

SHEET NUMBER:

**C5.06**



\*Section II Standard Drawings as of October 2004. Reference number only has been updated for Fifth Edition Specifications. Public Works Construction Standards North Central Texas, Fifth Edition.

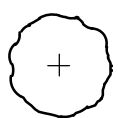
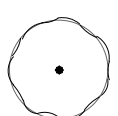
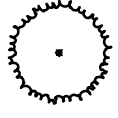
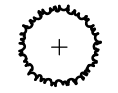
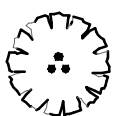
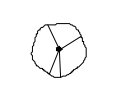
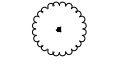




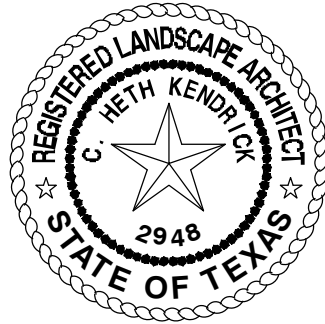


BUFFER TREES CANNOT BE PLANTED SOUTH OR WEST OF BUILDING DUE TO WATER LINE CONFLICTS. THIRTEEN (13) ADDITIONAL CANOPY TREES HAVE BEEN PLACED ON SITE IN ALTERNATE LOCATIONS TO BEST SATISFY THIS REQUIREMENT.



| PLANT SCHEDULE                                                                      |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|-------------------------------------------------------------------------------------|---------|-----------|-----------------------------------------------------------------------|------------|-----------|------------|--------------------------------------------------|-------------------|-----------------|----------------------------------------------------------------------------------|-----------------------------|
| SYMBOL                                                                              | CODE    | QTY       | BOTANICAL / COMMON NAME                                               | MIN. CONT. | MIN. CAL. | MIN. HT.   | REMARKS                                          | WATER USE         | HARDINESS ZONES | SOIL TOLERANCES                                                                  | SUN EXPOSURE                |
| TREES                                                                               |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|    | CER TXA | 2         | Cercis canadensis texensis / Texas Redbud                             | CONT.      | 3" CAL    | 10-12' HT. | Multi-stem trunk                                 | Medium            | 4 - 9           | Rocky, Clay, Silty, Sandy, Loamy, Organic, Alkaline                              | Part shade, Full sun        |
|    | QUE VIR | 11        | Quercus virginiana / Southern Live Oak                                | CONT.      | 3" CAL    | 12-14' HT  | STRONG CENTRAL LEADER; MATCHING; 4' CLEAR HEIGHT | Medium            | 8 - 10          | Clay, Sandy, Loamy, Salty, Acidic, Neutral, Alkaline, Well-drained, Moist        | Part shade, Full sun        |
|    | ULM CRA | 13        | Ulmus crassifolia / Cedar Elm                                         | CONT.      | 3" CAL    | 12-14' HT  | STRONG CENTRAL LEADER; MATCHING; 4' CLEAR HEIGHT | Low - Medium      | 6 - 9           | Clay, Silty, Sandy, Acidic, Neutral, Alkaline, Well-drained, Moist, Flooded      | Part shade, Full sun        |
| CANOPY TREES                                                                        |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|    | TAX DIS | 5         | Taxodium distichum / Bald Cypress                                     | CONT.      | 3" CAL    | 14-16' HT. | STRONG CENTRAL LEADER; MATCHING; 4' CLEAR HEIGHT | Medium - High     | 4 - 11          | Clay, Silty, Sandy, Organic, Salty, Acidic, Neutral, Dry, Moist, Flooded         | Part shade, Full sun        |
| ORNAMENTAL TREES                                                                    |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|    | BUD BUV | 4         | Buddleia davidii / Butterfly Bush                                     | CONT.      | 3" CAL    | 10-12' HT  | MATCHING; 4' CLEAR HEIGHT                        |                   |                 |                                                                                  |                             |
|    | CHI LIB | 3         | Chilopsis linearis 'Bubba' / Bubba Desert Willow                      | CONT.      | 3" CAL    | 10-12' HT  | MATCHING; 4' CLEAR HEIGHT                        | Very low - Medium | 7 - 11          | Rocky, Silty, Sandy, Loamy, Organic, Neutral, Alkaline, Well-drained, Dry, Moist | Part shade, Full sun        |
| SYMBOL                                                                              | CODE    | QTY       | BOTANICAL / COMMON NAME                                               | MIN. CONT. | SPACING   | MIN. HT.   | REMARKS                                          | WATER USE         | HARDINESS ZONES | SOIL TOLERANCES                                                                  | SUN EXPOSURE                |
| SHRUBS                                                                              |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|    | ABE GRA | 91        | Abelia x grandiflora / Glossy Abelia                                  | 5 GAL      | As Shown  | 24-36"     |                                                  | Medium            | 5 - 9           | Clay, Silty, Sandy, Alkaline, Well-drained, Moist                                | Shade, Part shade, Full sun |
|    | ILE COB | 67        | Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly                   | 5 GAL      | As Shown  | 24-36"     |                                                  | Medium            | 7 - 9           | Rocky, Clay, Silty, Sandy, Loamy, Acidic, Well-drained, Moist                    | Part shade, Full sun        |
|    | PER ATR | 55        | Perovskia atriplicifolia / Russian Sage                               | 1 GAL      | As Shown  | 18"        |                                                  | Low               | 4 - 10          | Clay, Silty, Sandy, Well-drained, Dry                                            | Part shade, Full sun        |
| GRASSES                                                                             |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|    | MUH CAP | 146       | Muhlenbergia capillaris / Pink Muhly Grass                            | 3 GAL      | As Shown  | 18-24"     |                                                  | Low - Medium      | 5 - 11          | Rocky, Clay, Silty, Sandy, Organic, Salty, Well-drained, Moist                   | Part shade, Full sun        |
|    | PEN ALL | 151       | Pennisetum alopecuroides 'Little Bunny' / Little Bunny Fountain Grass | 1 GAL      | As Shown  | 18"        |                                                  | Low               | 5 - 10          | Rocky, Silty, Sandy, Loamy, Salty, Alkaline, Well-drained                        | Full sun                    |
| GROUND COVERS                                                                       |         |           |                                                                       |            |           |            |                                                  |                   |                 |                                                                                  |                             |
|  | SOD     | 11,457 sf | Cynodon dactylon 'Tif 419' / BERMUDA GRASS                            | SOD        |           |            |                                                  | Medium - High     | 6 - 10          | Rocky, Clay, Sandy, Loamy, Acidic, Neutral, Alkaline, Well-drained, Dry, Moist   | Full sun                    |
|  | DEC GRA | 528 sf    | Decomposed Granite                                                    | -          |           |            |                                                  |                   |                 |                                                                                  |                             |

SEAL



NOT FOR  
CONSTRUCTION

PROJECT

SHOPS AT HIGH MEADOW  
AUBREY, TX  
STONEBRIDGE PARCEL 903  
LOT 11R, BLOCK A

LANDDESIGN PROJ.#

8523106

REVISION / ISSUANCE

| NO. | DESCRIPTION         | DATE       |
|-----|---------------------|------------|
|     | SITE PLAN SUBMITTAL | 12.13.2023 |
|     | SITE PLAN SUBMITTAL | 01.29.2024 |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |
|     |                     |            |

DESIGNED BY: XX  
DRAWN BY: XX  
CHECKED BY: XX

SCALE

NORTH

VERT: N/A  
HORZ: #####



SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

L1.02



*Case Report –Zoning Ordinance Amendment for Alcoholic  
Beverage Sales  
Planning and Zoning Commission –June 13, 2024  
City Council – June 27, 2024*

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Hold a public hearing, consider, and make a recommendation to the Aubrey City Council on an amendment to Exhibit 14A, “Zoning Ordinance,” in Chapter 14, “Zoning” of the Code of Ordinances of the City of Aubrey, Texas, Section 6. Conditional Uses and Specific Use Permits, to provide for regulations for Alcoholic Beverage Sales through a Specific Use Permit (SUP) and amending Section 15. GR-General Retail, Section 16. SC-Shopping Center, Section 17. C-Commercial, Section 18. IND-Industrial, and Section 20. PD-Planned Development District to provide for regulations for Alcoholic Beverage Sales by Specific Use Permit.

---

Analysis:

The City of Aubrey’s Zoning Ordinance does not include provisions for the regulation of alcoholic beverage sales in zoning districts and the proposed amendment to the ordinance will provide for the review and consideration of such sales through a Specific Use Permit (SUP) for a Package Store in the Commercial District (C).

Municipalities customarily adopt zoning restrictions for alcoholic beverage sales to promote public health and welfare. The requirement for a Specific Use Permit (SUP) allows cities to determine if the proposed use is compatible with existing and neighboring uses of a property.

Prior Alcoholic Beverage Ordinances:

On May 29, 2007 the City of Aubrey passed an ordinance (382-07) in response to a local option election on May 12, 2007, to allow for the sale of beer and wine. The ordinance provided for permit requirements, processing fees and permit fees. The ordinance also provided for the hours of sale, sales in proximity to churches, and private and public schools.

On June 19, 2007, the City of Aubrey repealed Ordinance No. 382-07 and passed Ordinance (484-07) for the legal sale of mixed beverages in restaurants with a food and beverage certificate and for the legal sale of beer and wine for off-premises consumption. The ordinance included provisions for permits, fees, and sales in proximity churches, and private and public schools, and included other restrictions.

On November 20, 2012, the City of Aubrey repealed Ordinance No. 384-07 and adopted Ordinance 484-12 to regulate the sale of alcoholic beverages and included restrictions on the proximity of sales within churches, public and private schools and added regulations for establishments with on-premises sale of alcoholic beverages that derive 75 percent, or more, of gross revenue. The ordinance also prohibited the sale of alcoholic beverage sales in residential areas.

On March 28, 2024, The Aubrey City Council adopted regulations for the sale of alcoholic beverages through a Specific Use Permit (SUP) for package/liquor stores in the C Commercial District to accommodate an application.

On March 28, 2024, The Aubrey City Council adopted an ordinance amending Chapter 4, Business Regulations, Article 2 Alcoholic Beverages to allow for the sale of beer and wine at special events.

**Proposed Amendment:**

The proposed Zoning Ordinance amendment is outlined in the attached draft Zoning Ordinance Regulations for Alcoholic Beverage Sales.

As outlined, the sale of alcoholic beverages may be permitted through an application for a Specific Use Permit (SUP) which is a zoning application that is considered by the Planning and Zoning Commission and recommended to City Council for approval. The application requires public hearing notice to property owners within 200 feet of the lease space/property and publication in the City's official newspaper. The application includes criteria for approval, criteria for denial, additional conditions, and notification requirements.

The zoning districts and category of uses for alcoholic beverage sales are outlined in the chart below.

**USE CHART:**

P = Permitted

S = Specific Use Permit

Blank = not permitted

| <b>ALCOHOL BEVERAGE SALES</b>            |           |           |          |            |            |
|------------------------------------------|-----------|-----------|----------|------------|------------|
| <b>ZONING DISTRICT</b>                   | <b>GR</b> | <b>SC</b> | <b>C</b> | <b>IND</b> | <b>PD*</b> |
| <b>USE</b>                               |           |           |          |            |            |
| Convenience Store Sales of Beer and Wine | S         | S         | S        |            | S          |
| Grocery Store Sales of Beer and Wine     | S         | S         | S        |            | S          |
| Bar or Tavern                            | S         | S         | S        |            | S          |
| Restaurant serving Mixed Beverages       | S         | S         | S        |            | S          |
| Restaurant serving Beer and Wine         | S         | S         | S        |            | S          |
| Winery                                   | S         | S         | S        | S          | S          |
| Brewpub                                  | S         | S         | S        | S          | S          |
| Winery/Brewery/Distillery                | S         | S         | S        | S          | S          |
| Winery/Brewery Retail Sales              | S         | S         | S        | S          | S          |
| Liquor Store or Package Store            | S         | S         | S        |            | S          |
| Private Club                             | S         | S         | S        |            | S          |

\*Applies only to Planned Development nonresidential portions.

**Notification:**

Notifications as required by Texas Local Government Code and the City



of Aubrey Zoning Ordinance were provided.

At the time of agenda report submission, no responses had been received regarding the proposed amendment.

Recommendation:

Staff recommends the item for approval.

The Planning and Zoning Commission unanimously recommended the item for City Council approval at their June 13, 2024 meeting.

The City Council may:

1. Approve the Zoning Ordinance Amendment for Alcoholic Beverage Sales;
2. Approve the Zoning Ordinance Amendment for Alcoholic Beverage sales with conditions; or
3. Deny the Zoning Ordinance Amendment for Alcoholic Beverage Sales.

Attachment:

1. Draft Zoning Ordinance Amendment for Alcoholic Beverage Sales

**CITY OF AUBREY, TEXAS**

**ORDINANCE NO. -24**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF AUBREY, TEXAS, CHAPTER 14 "ZONING" TO PROVIDE FOR AND ALLOW "ALCOHOL BEVERAGE SALES" IN CERTAIN ZONING DISTRICTS; PROVIDING FOR THE CONSIDERATION OF SUCH USE THROUGH THE SPECIFIC USE PERMIT PROCESS ("SUP"); PROVIDING A NEW SECTION 6, SUBCHAPTER "C," ENTITLED "SPECIFIC USE PERMITS REQUIRED FOR ALCOHOLIC BEVERAGES SALES;" PROVIDING DEFINITIONS; PROVIDING REGULATIONS FOR THE APPLICATION, PROCESS, SPECIFIC REQUIREMENTS, CRITERIA FOR APPROVAL, CRITERIA FOR DENIAL; EXCEPTIONS, PROVIDING FOR THE ABANDONMENT OF ORDINANCE NO. 830-24; AND PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Aubrey, Texas City Council ("City Council") recognizes that the regulation of property is a necessity for safe, healthy, and orderly development; and

**WHEREAS**, the City Council has in the past adopted regulations related to zoning and uses of land within the City limits; and

**WHEREAS**, the City Council has adopted Ordinance No. 484-12 on November 20, 2012, which regulates the sale of alcoholic beverages; and

**WHEREAS**, the City Council has determined that it should amend certain provisions in the Code of Ordinances, City of Aubrey, Texas (the "Aubrey Code") to allow the sale of alcoholic beverages within the City, and that the process for approving businesses selling alcoholic beverages should be through the Specific Use Permit ("SUP") process; and that regulations and distance requirements should be established, that definitions should be provided, and that exceptions may be made to the ordinance as the City Council sees fit; and

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

**Section 1.** The above-stated recitals are incorporated herein as if set forth in full for all purposes.

**Section 2.** In accordance with Chapter 1, Section 1.01.007 of the Aubrey Code, the City Council hereby approves and adopts amendments to the provisions of Chapter 14 "Zoning," Exhibit 14A "Zoning Ordinance," Section 6 "Conditional Uses and Specific Use Permits," of the Aubrey Code, to add a subsection to be alphabetized as "C" and entitled "Specific Use Permits Required for Alcoholic Beverages Sales" which reads as follows:

**§ 6. CONDITIONAL USES AND SPECIFIC USE PERMITS**

**C. SPECIFIC USE PERMITS REQUIRED FOR ALCOHOLIC BEVERAGES SALES**

(1) Definitions.

- (a) Alcoholic Beverage. Alcohol, or any beverage containing more than one-half of one (½) percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.
- (b) Bar or Tavern. An establishment principally for the sale and consumption of alcoholic beverages on the premises that derives seventy-five percent (75%) or more of its gross revenue on a quarterly (three-month) basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, for on-premises consumption. If an establishment is located in a hotel or motel, the gross revenues of the particular establishment, rather than the gross revenues of the entire hotel or motel, will be used in calculating the percentage of revenues derived from the sale or service of alcoholic beverages.
- (c) Brewpub. An establishment where the on-site brewing of beer occurs as well as tasting and/or retail sales.
- (d) Liquor Store or Package Store. A facility for the sale of beer, wine, and/or liquor not for on-premises consumption that derives seventy-five percent (75%) or more of its gross revenue from the on-premises sale of beer, wine, and/or liquor.
- (e) Private Club. An establishment providing social and dining facilities, as well as alcoholic beverage service, to an association of persons united for a common goal, and otherwise falling within the definition of, and permitted under the provisions of the Texas Alcoholic Beverage Code, as the same may be hereafter amended, and as it pertains to the operation of private clubs.
- (f) Restaurant, with Micro-Brewery. An establishment that serves food and alcoholic beverages that prepares handcrafted natural beer or ale intended for consumption on the premises as an accessory use.
- (g) Special Event. Any festival, farmer's market, or other similar gathering that is open to the public without a charge for admittance and that is sponsored or organized by the City of Aubrey or to which the City of Aubrey is a partner with another organization, and which is held upon public property.
- (h) Winery. A wine-making facility that: (1) ferments juices from grapes and/or other fruit,  
(2) blends wines, (3) manufactures, bottles, labels, and packages wine, and/or performs any other activity authorized by Chapter 16, Winery Permit, of the Texas Alcoholic Beverage Code as amended.
- (i) Winery/Brewery Retail Sales. An establishment operated by the holder of a winery or brewery permit which has been lawfully issued to the permittee for the premises by the Texas Alcoholic Beverage Commission (or any successor entity thereto) in accordance with V.T.C.A., Alcoholic Beverage Code Ch. 16 for the on-premises consumption of wine and or beer.

- (j) Winery/Brewery/Distillery. A manufacturing plant designed to distill alcoholic spirits such as wine, beer, ale, or liquor. No on-premises individual sales of alcoholic beverages are allowed.
- (2) Permits Required for Alcohol Sales. Before any certification from the Texas Alcoholic Beverage Commission (TABC) or other documentation of approval is signed by any City representative, such certificate or documentation shall be submitted to the Planning and Zoning coordinator to ensure:
- (a) That the application complies with all provisions of this and all applicable ordinances;
  - (b) That a Specific Use Permit (SUP) application is officially submitted with the payment of applicable fees;
  - (c) That proof is submitted that a representative of TABC has approved the submittal of an application for license; and
  - (d) That the Chief of Police or Director of Public Safety has reviewed the SUP application.
  - (e) Following the recommendation by the Planning and Zoning Commission and approval of the SUP application by the City Council, a license or permit shall be issued to the applicant to be used at a specific address, in a specific zoning district, for specific types of alcohol sales, as described in the application for a Specific Use Permit. Said license shall be subject to a City fee, as described in Section 6(C)(2). A certificate of occupancy for the business shall be submitted, reviewed, and approved prior to commencement of sales.
- (3) Fees established for Alcohol Sales. The fee for issuing a license or permit to operate, conduct, and maintain a business establishment selling alcoholic beverages in the City shall be in conformance with Aubrey Code of Ordinances, Appendix A. Fee Schedule and Chapter 4, Business Regulations, Article 4.02, Alcoholic Beverages.
- (4) Zoning Compliance Required. No permit shall be granted under the terms of this section unless the location at which the business is sought to be established and maintained is an allowed use under the Comprehensive Zoning Ordinance of the City as of or after the effective date thereof.
- (5) Sale of Alcoholic Beverages Prohibited in Residential Zoning Districts. The sale of alcoholic beverages is not allowed in areas zoned for residential use, including but not limited to planned development districts (PD) approved exclusively for residential uses. Except as otherwise specifically allowed by TABC or as otherwise provided herein, the sale of alcoholic beverages for on-premises consumption for "Country Club," "Golf Course, Private Country Club" and "Golf Course, Public/ Municipal" in Single-Family Zoning Districts (AG-R, SF1, SF10, SF75, SFAC, MF, and PD) may be allowed through a Specific Use Permit (SUP).
- (a) The sale of beer and wine in any residential area or Planned Development District with residential uses is prohibited in the City's corporate limits, except during a Special Events on Public Property, per Ordinance 835-24.



(6) Zoning Districts Allowing the Sale of Alcohol.

- (a) Beer and Wine Sales. Alcoholic beverage sales for off-premises consumption (beer and wine only) may be allowed through a Specific Use Permit (SUP) in the General Retail (GR), Shopping Center (SC), and Commercial (C) zoning districts. In addition, locations within a Planned Development District (PD) that have an underlying nonresidential zoning designation may be allowed the sale of beer and wine through the SUP process. The sale of beer and wine in a commercial building shall be considered a secondary use, and sales of beer and/or wine are less than seventy-five percent (75%) of the total sales, such as within a convenience store or grocery store.
- (b) Package Store. A facility for the sale of beer, wine, and/or liquor not for on-premises consumption that derives seventy-five percent (75%) or more of its gross revenue from the on-premises sale of beer, wine, and/or liquor may be allowed in the General Retail (GR), Shopping Center (SC), and Commercial (C) zoning districts with the application for a Specific Use Permit. Planned Development Districts (PD) with nonresidential uses may be allowed through a SUP. In addition, a package or liquor store shall not have walk-up window access and shall not have drive-through or drive-up access. A liquor (package) store shall be located in one of the following:
  - (i) In premises where two or more businesses are located within a single building (such as a “strip center”), the portion of the building that sells alcoholic beverages shall be coordinated with the rest of the building in terms of exterior materials, roof shape and materials, window size and number, entrances, and in all ways shall be compatible with the building setbacks, orientation, and relationship of building style to the other businesses within and near the structure and to the street. Signage should also be sized and contextually similar to the other business signs within the center.
  - (ii) In a stand-alone structure that shall have a minimum building square footage of 20,000 square feet.
- (c) Restaurants with Alcoholic Beverage Sales. A restaurant utilized for the retail sale of alcoholic beverages for on-premises consumption is defined as a place of business in which the consumption of food is the main source of income (alcohol sales should constitute less than fifty-one percent (51%) of the total restaurant sales) with the consumption of alcoholic beverages as a secondary source of income. Such restaurant serving alcoholic beverages may be allowed in the General Retail (GR), Shopping Center (SC), Commercial (C), and Planned Development Districts (PD) (with nonresidential uses) zoning districts through the application for a Specific Use Permit shall be subject to the following regulations and processes described in Sections 8, 9, and 10 of this Section. Distance requirements applicable to certain establishments with high sales of alcoholic beverages, Section 10(a) and with the measurement method described in Section 10(c). The restaurant shall be inspected and shall comply with all applicable local regulations, including but not limited to building codes, fire codes, plumbing codes, electrical codes, and ordinances. Restaurants shall not provide off-premises sales of alcoholic beverages through outside windows or drive through windows.
- (d) Bars or Taverns with Alcoholic Beverage Sales. A bar or tavern is defined as a

business where the sale of alcoholic beverages for on-premises consumption is the primary source of income. Such bar or tavern serving alcoholic beverages may be allowed in the General Retail (GR), Shopping Center (SC), Commercial (C), and Planned Development Districts (PD) (with nonresidential uses) zoning districts with the application for a Specific Use Permit shall be subject to the following regulations and processes described in (5)(b)(i) through (xiii), above, with the exception that a bar or tavern shall not be located closer than three hundred (300) feet to any property used exclusively for religious or educational purposes. The method of measurement shall be in accordance with TABC rules allowing the vertical distance to count toward separation. A hotel shall not be considered a residential use for the purpose of this section. A bar or tavern shall be inspected and shall comply with all applicable local regulations, including but not limited to building codes, fire codes, plumbing codes, electrical codes and ordinances. Bars or taverns shall be regulated by Article 4.02 Alcoholic Beverages, Division 1, Generally, Section 4.02.009 Distance requirements applicable to certain establishments with high sales of alcoholic beverages, Section 10(b) and with the measurement method described in Section 10(c).

- (e) Winery or Brewpub. A winery or brewpub may be allowed in the General Retail (GR), Shopping Center (SC), Commercial (C), Industrial (IND), and Planned Development District (PD) (with nonresidential uses) zoning districts through the application for a Specific Use Permit. Distance requirements applicable to certain establishments with high sales of alcoholic beverages, Section 10(b) and with the measurement method described in Section 10(c).
- (f) Distillery. A distillery may be allowed in the General Retail (GR), Shopping Center (SC), Commercial (C) Industrial (IND), and Planned Development District (PD) (with nonresidential uses) zoning districts with the application for a Specific Use Permit. Distance requirements applicable to certain establishments with high sales of alcoholic beverages, Section 10(b) and with the measurement method described in Section 10(c).
- (g) Private Club Regulations. Private clubs are allowed by right in the Downtown Business/ Government zoning districts and may be allowed in the General Retail (GR), Shopping Center (SC), Commercial (C), and Planned Development District (PD) (with locations that are nonresidential in use) zoning districts with the application for a Specific Use Permit. Private club uses in these districts are prohibited within 300 feet of a religious facility or public or private school, measured as described in Section 10(a) with the measurement method described in Section 10(c), except that the prohibition will not apply to a property within 300 feet of a religious facility if the City Council affirmatively finds that the private club would not be detrimental or injurious to the public health, safety, or general welfare, or otherwise offensive to the neighborhood and are subject to the following regulations:
  - (i) All private clubs shall operate in accordance with a minimum of 35% of gross receipts be derived from the sale of food; and
  - (ii) All Specific Use Permits issued for the operation of private clubs may be canceled, suspended, or revoked in accordance with the provisions of this ordinance, or as the same shall be amended, which is incorporated herein by reference and made a part hereof for all purposes.

(7) Specific Use Permit (SUP) Process.

- (a) SUP required. Except as specifically provided herein, no persons shall manufacture, sell, offer for sale, distribute, or engage in any other activity for which a permit or license is required by the Texas Alcoholic Beverage Code within the City without first obtaining a Specific Use Permit to do so from the City. All of the provisions of the Specific Use Permit procedure shall apply as per the City's Code of Ordinances, Chapter 14, Exhibit 14A, Zoning Ordinance, as amended. In the event of a conflict between the general regulations governing Specific Use Permits and the provisions contained in this section, the provisions of this section shall control.
  - (b) SUP application. In order for a person to engage in the sale of alcoholic beverages, a formal application for a SUP shall be filed with the planning and zoning coordinator with the appropriate fee established by the City. The Planning & Zoning coordinator shall process the application by submitting it to the Planning & Zoning Commission for their review and recommendation to the City Council for approval or disapproval. The City Council will consider and approve or disapprove the granting of a SUP for the sale of alcoholic beverages.
  - (c) Process. All SUP applications shall be considered by the Planning & Zoning Commission which shall make a recommendation on such application to the City Council. The City Council shall make the final decision on all SUP applications. Public hearings on the SUP application shall be required for both the Commission and the Council. Written notices of those hearings shall be sent to City of Aubrey landowners within 200 feet of the subject property, and notice shall be published in the local newspaper as outlined in the Chapter 14, Zoning, Exhibit 14A, Zoning Ordinance, Section 28, Amendments, as amended.
  - (d) Site Plan/Floor Plan Required. The applicant shall submit a Site Plan/Floor Plan as part of the SUP application process in accordance with the City's Zoning, Chapter 14, Exhibit 14A, Zoning Ordinance, Subsection Q, Site Plans.
- (8) Criteria for Approval of SUP. The following general conditions apply to all Specific Use Permits (SUP) allowing the sale of any alcoholic beverages:
- (a) The applicant must design and operate the establishment for which an SUP is sought in such a manner that the proposed use or actual use of the premises shall not substantially increase traffic congestion or create overcrowding in the establishment or in the immediately surrounding area.
  - (b) The applicant must comply with applicable licensing and permit provisions of the Texas Alcoholic Beverage Code, as amended from the date of the issuance of the SUP by the City Council.
  - (c) As required, the applicant shall bear the burden of showing that the establishment does not exceed the limitation on gross receipts from the sales of alcoholic beverages applicable to its license and SUP. The applicant shall maintain accounting records of the sources of its gross revenue and allow the City to inspect such records during reasonable business hours.

- (d) The applicant shall demonstrate that the granting of the SUP would not be detrimental to the public health, safety and/or welfare of the citizens of the City.
  - (e) The applicant shall, at all times, provide an adequate number of employees for security purposes to adequately control the establishment premises to prevent incidents of drunkenness, disorderly conduct and raucous behavior. The applicant shall consult with the chief of police/director of public safety who shall act in an advisory capacity to determine the number of qualified employees necessary to meet his/her obligation hereunder.
  - (f) The establishment shall provide adequate parking spaces to accommodate its employees and patrons. Provided however, the number of parking spaces shall never be less than those required for similar uses in that zoning district where the establishment is located.
  - (g) The applicant shall operate the establishment in such a manner as to prevent excessive noise, dirt, litter, and odors in the establishment and in the surrounding area and operate the establishment in such a manner as to minimize disturbance to surrounding property owners and in compliance with all applicable City ordinances and state laws.
  - (h) Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property and/or business and/or upon the revocation, termination, or expiration of the certificate of occupancy.
  - (i) All Specific Use Permits issued under this section shall be further conditioned that the same may be discontinued if the use for which the SUP was granted ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the comprehensive zoning ordinance, as amended.
  - (j) It is unlawful for any person to sell, offer for sale, or deliver any beer, wine, or liquor, except within those hours as prescribed in the Texas Alcoholic Beverage Code, as amended, including but not limited to Chapter 105 of the Texas Alcoholic Beverage Code, as amended.
- (9) Criteria for Denial of SUP. The City Council may deny an SUP if it affirmatively determines that the issuance of such SUP:
- (a) Is incompatible with the surrounding uses or property; or
  - (b) Is detrimental or offensive to the neighborhood or contrary to the health, safety, and general welfare of the City and its inhabitants; or
  - (c) Is found to be in noncompliance with any City ordinances, including without limitation failure to comply with any one (1) or more of the provisions of this section.
- (10) Distance Requirements.



- (a) Low volume sales. Low volume sales include restaurants with alcohol sales, private clubs, beer and wine sales as a secondary use, and brewpubs. Except as otherwise specifically allowed by the Texas Alcoholic Beverage Commission or as otherwise provided herein, no alcoholic beverages may be sold within:
- (i) Three hundred feet of a church, public or private school, or public hospital;
  - (ii) One thousand feet of a public school, if the City Council receives a request of a school district under section 38.007, Education Code; or
  - (iii) One thousand feet of a private school if the City Council receives a request from the governing body of the private school.
- (b) High volume sales. High volume sales include package or liquor stores, bars or taverns, wineries, and distilleries. An establishment that derives seventy-five percent (75%) or more of the establishment's gross revenue from the sale of alcoholic beverages for on-premise consumption may not be located within 1,000 feet of a public school, private school, church, day care center or child care facility, as those terms are described by TABC. Alcohol sales for on-site consumption in an establishment defined as a "bar or tavern" shall not be located within 1,000 feet of another like business. Alcohol sales for off-premises consumption in an establishment defined as a "liquor or package store" shall not be located within 2,000 feet of another like business.
- (c) The method of measurement of such distances shall be in accordance with the terms of this section and the Texas Alcoholic Beverage Code, as amended. The measurement of the distance between the place of business and the establishment selling alcohol shall be as follows:
- (i) Public or private school, day care or childcare facility: measured from the closest property line to property line, across intersections. When the alcohol sales are located on or above the fifth floor of a multistory building, the direct line shall be from the closest property line of the school or facility to the base of the multistory building and vertically up to the floor of the business conducting alcohol sales.
  - (ii) Church, place of worship, or public hospital: measured from the primary front door of the church or hospital to the property line, along street lines, across intersections, to the front door of the business conducting alcohol sales.
  - (iii) When the alcohol sales are located on or above the fifth floor of a multistory building, the direct line shall be from the closest property line of the school, hospital, or place of worship to the base of the multistory building and vertically up to the floor of the business conducting alcohol sales.
- (d) Exception to Distance Requirements. Pursuant to Section 11 of Ord. 484-12, adopted on November 20, 2012, the City Council may allow variances to the distance requirement regulations in Section 9(a) and 9(b) of this Ordinance if the City Council determines that enforcement of the distance requirements in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines that a variance is in the best interest of the community.

(e) Upon recommendation by the Planning and Zoning Commission, the City Council may allow an exception upon proof by the applicant that he/she meets the following criteria:

- (i) Documented approval from surrounding property owners within the distance requirements for which the exception is sought;
- (ii) Proof of preliminary approval from the Texas Alcoholic Beverage Commission;
- (iii) A determination by Council that the enforcement of the regulations in a particular instance is not in the best interest of the public; and
- (iv) After consideration of the health, safety, and welfare of the public and the equities of such regulation, the Council determines that the exception is in the best interest of the community.

(11) Special Events. Alcoholic beverage sales shall be permitted for special events as adopted in Chapter 4, Business Regulations, Article 2, Alcoholic Beverages, City of Aubrey Code of Ordinances.

(12) Sale, Consumption, and Possession of Alcoholic Beverages on public property.

(a) It shall be unlawful for any person to consume or possess any alcoholic beverage on:

- (i) Any public street or alley in the City;
- (ii) Any public place adjacent to any street or alley in the City;
- (iii) Any city-owned or controlled park, including any reserved area within any park, playground, recreation center, cemetery, or any other area devoted to active or passive recreation, including all planted medians, pedestrian or bikeways, all parking lots servicing parks and public areas, landscaped parkways, triangles, and traffic islands maintained by the City;
- (iv) Any public athletic field and all parking lots servicing such athletic fields; and
- (v) Any public street, public alley, or public sidewalk within one thousand (1,000) feet of the property line of a facility that is a public or private school, including a parochial school, that provides all or any part of pre-kindergarten through twelfth grade in the buildings or on the grounds of any public school.

(b) Special Events. The sale of beer and/or wine shall be permitted for Special Events sponsored or organized by the City of Aubrey or to which the City of Aubrey is a partner with another organization, and which is held upon public property per the City of Aubrey Code of Ordinances, Article 4.02 Alcoholic Beverages.

(13) Establishments Selling Alcoholic Beverages in Existence Prior to this Ordinance.

(a) Establishments selling alcoholic beverages in existence prior to this ordinance being adopted are deemed to have not met the Specific Use Permit requirement.

(b) Existing establishments selling alcoholic beverages shall apply for a Specific Use Permit three (3) months prior to the TABC permit annual renewal.

**USE CHART:**

P = Permitted

S = Specific Use

Permit Blank = not permitted

| <b>ALCOHOL BEVERAGE SALES</b>            |           |           |          |            |            |
|------------------------------------------|-----------|-----------|----------|------------|------------|
| <b>ZONING DISTRICT</b>                   | <b>GR</b> | <b>SC</b> | <b>C</b> | <b>IND</b> | <b>PD*</b> |
| <b>USE</b>                               |           |           |          |            |            |
| Convenience Store Sales of Beer and Wine | S         | S         | S        |            | S          |
| Grocery Store Sales of Beer and Wine     | S         | S         | S        |            | S          |
| Bar or Tavern                            | S         | S         | S        |            | S          |
| Restaurant serving Mixed Beverages       | S         | S         | S        |            | S          |
| Restaurant serving Beer and Wine         | S         | S         | S        |            | S          |
| Winery                                   | S         | S         | S        | S          | S          |
| Brewpub                                  | S         | S         | S        | S          | S          |
| Winery/Brewery/Distillery                | S         | S         | S        | S          | S          |
| Winery/Brewery Retail Sales              | S         | S         | S        | S          | S          |
| Liquor Store or Package Store            | S         | S         | S        |            | S          |
| Private Club                             | S         | S         | S        |            | S          |

\*Applies only to Planned Development nonresidential portions.

**Section 3. Savings, Severability and Repealing Clauses.** All ordinances of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict. If any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of this ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof. The City declares that it would have passed this ordinance, and each section, subsection, sentence, 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.** It shall be a Class C misdemeanor to violate any provision of this ordinance or the regulations adopted hereunder. The amount to be paid upon conviction shall not exceed the amount set forth and as applicable in the Aubrey Code or in said regulations, or the highest amount allowed by law, whichever is lower. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense.

**Section 5. Effective Date.** This ordinance amendment shall take immediate effect upon passage, or upon completion of any publication required by law, whichever occurs later, and it is accordingly so ordained. The City Secretary is directed to ensure such publication takes place.

**PASSED** by the City Council of the City of Aubrey, Texas, this 27th day of June, 2024.

APPROVED:

ATTEST:

---

Chris Rich, Mayor

---

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

---

Patricia A. Adams  
City Attorney





*Case Report –Specific Use Permit– Brothers Mexican Restaurant, LLC  
Planning and Zoning Commission –June 13, 2024  
City Council – June 27, 2024*

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Hold Public Hearing, consider, and make a recommendation to City Council regarding a Specific Use Permit request to allow for the sale of alcoholic beverages in conjunction with a restaurant use for Brothers Mexican Restaurant, 1001 Highway 377, Suite 109, City of Aubrey, Denton County, Texas. (*Brothers Mexican Restaurant, Jorge Perez*)

---

Owner: Brothers Mexican Restaurant, LLC

Application Date: April 24, 2024

Location: The property is generally located on the southeast corner of Highway 377 and Concho Street.

Zoning: C- Commercial Zoning District

Analysis: Brothers Mexican Restaurant has applied for the sale of alcoholic beverages by the drink for on-premises consumption as part of a restaurant use through a Specific Use Permit. The TABC application requires a municipality to approve a permit stating the location is approved for the legal sale of alcoholic beverage.

On March 24, 2024, the City of Aubrey passed Ordinance No. 830-24 which allows the consideration of the sale of alcoholic beverages as a package/liquor store within the C-Commercial Zoning District through the Specific Use Permit (SUP) process. The Aubrey City Council directed staff to prepare a Zoning Ordinance amendment for consideration to provide for alcoholic beverage sales in certain zoning districts. Should the City Council approve that amendment, this request for a restaurant use allowing the sale of alcoholic drinks in the Commercial District (C) would be allowed through the SUP process.

Criteria for Approval:

Traffic/Congestion: The proposed location is an existing retail shopping center.

TABC Compliance: Applicant has submitted the TABC application.

Type of Establishment: A restaurant with over fifty-five percent (55%) of sales from food.

Public Impact: No information provided.

Security: The owner/operator shall provide adequate number of employees for security and consult with Police Chief/Director for

determination of number of qualified employees to meet obligation.

The Chief of Police has received the SUP application and had no comments or conditions.

Parking: The proposed location is an existing retail shopping center with adequate parking.

Environmental Requirements: The owner/operator shall comply with nuisance ordinances.

Expiration: Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.

Compliance with Subdivision Ordinance: The site is a developed property.

Restaurant Proximity: The proposed location is not within 300 feet (measured in a direct line from property boundaries) of a public school, private school, church, day-car center, child-care facility, or public hospital.

Criteria for Denial:

The City Council may deny an SUP if it affirmatively determines that the issuance of such SUP:

- Is incompatible with the surrounding uses or property; or
- Is detrimental or offensive to the neighborhood or contrary to the health, safety, and general welfare of the city and its inhabitants; or
- Is found to be in noncompliance with any city ordinances, including without limitation failure to comply with any one or more of the provisions of this Section.

Additional Conditions:

The City Council may attach additional development conditions, or grant specific waivers to applicable code requirements, to the Specific Use Permit application that the Council, in its discretion, determines are appropriate for buffering, safety, security, and compatibility for and to adjacent properties.

Notification:

Notifications as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance were provided.

At the time of agenda report submission, no letters either for or against the SUP application had been received.

Recommendation:

Staff recommends the item for approval.

The Planning and Zoning Commission unanimously recommended the item for City Council approval at their June 13, 2024 meeting.

The City Council may:

1. Approve the SUP for alcoholic beverage sales through a restaurant use;
2. Approve the SUP for alcoholic beverage sales through a restaurant use use with conditions; or
3. Deny the SUP for alcohol beverage sales through a restaurant use use.

Attachments:

1. Location Notification Map
2. Draft Ordinance for SUP Brothers Mexican Restaurant
3. Layout of Shopping Center
4. Layout of Restaurant
5. TABC Application

CITY OF AUBREY  
ORDINANCE NUMBER **XXX-24**

**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 COMMERCIAL DISTRICT (“C”) TO SPECIFIC USE PERMIT-XXX-COMMERCIAL DISTRICT (“S-XXX-C”) AS THE ZONING CLASSIFICATION TO ALLOW A RESTAURANT WITH MIXED BEVERAGE SALES IN 2,000 SQUARE FOOT LEASE SPACE LOACTED IN SUITE 109 OF 1001 US HIGHWAY 377, GENERALLY LOCATED ON THE SOUTHEAST CORNER OF US HIGHWAY 377 AND CONCHO STREET, BEING SITUATED IN THE AUBREY 377 ADDITION, BLOCK A, LOT 1, CITY OF AUBREY, DENTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A”; WITH FLOOR PLAN PROVIDED FOR IN EXHIBIT “B”; WITH DEVELOPMENT REGULATIONS PROVIDED IN 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 AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**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 applicant has leased a suite in a shopping center located on a 1.75-acre tract of land, generally located on the southeast corner of US Highway 377 and Concho Street, legally described as Block A, Lot 1, Aubrey 377 Addition, 1001 US Highway 377, Suite 109; the site plan is depicted in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, approximately 1.75-acres of the Property is currently zoned as Commercial Zoning District (“C”); and

**WHEREAS**, the City received a request from the applicant to change the zoning of the Property to add a Specific Use Permit to the existing Commercial Zoning District for the sale of alcoholic beverages in a restaurant, made up of 2,000 square feet, located in Suite 109 of 1001 US 377, Aubrey, Texas, the floor plan is depicted in **Exhibit B**, attached hereto and incorporated herein (the “Floor Plan”); 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”) at its regular meeting on the 13<sup>th</sup> day of June, 2024 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 addition of a Specific Use Permit (“SUP”) on the Commercial Zoning of this property; 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

**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 findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

**SECTION 2. ZONING AMENDMENT.** The Zoning Ordinance of the City is amended to change the zoning of the Property from Commercial (“C”) to Specific Use Permit, Commercial (“SUP-XXX-C”) for the sale of the on-site consumption of alcoholic beverages in the Mexican Brothers Restaurant, subject all applicable City ordinances and regulations governing.

**SECTION 3. ZONING MAP.** The official zoning map of the City shall be amended to reflect the change in zoning described herein.

**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. 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 27<sup>TH</sup> DAY OF JUNE, 2024.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Chris Rich, Mayor

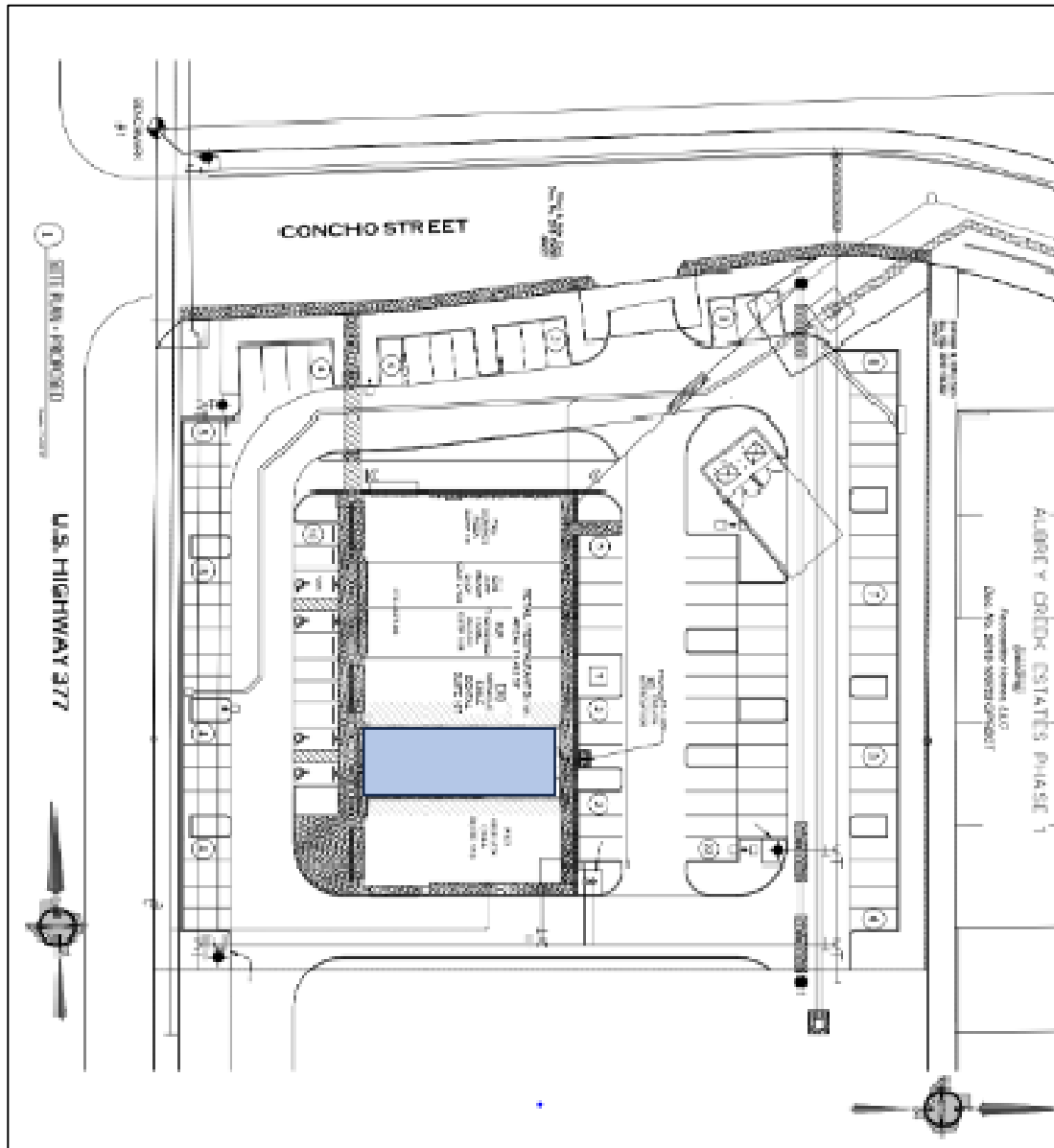
\_\_\_\_\_  
Jenny Hicks, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia A. Adams  
City Attorney

**Exhibit "A"**  
**Property Site Plan**

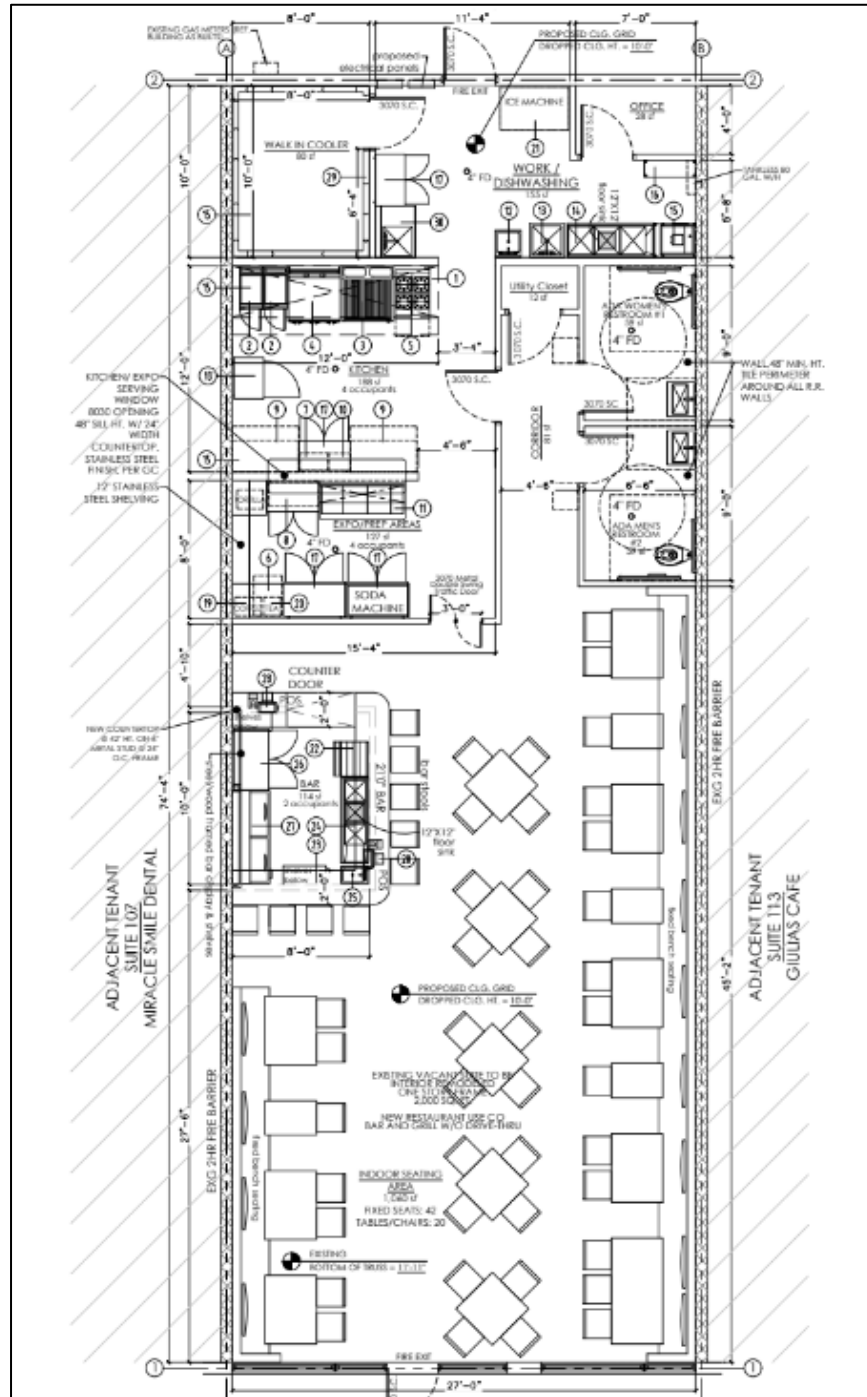
**Mexican Brothers Restaurant**  
1001 US Highway 377, Suite 109  
Lot 1, Block A, Aubrey 377 Addition, Aubrey, Denton County, Texas



# Exhibit "B" Floor Plan

## Mexican Brothers Restaurant

1001 US Highway 377, Suite 109, Aubrey, Denton County, Texas  
2,000 square feet lease space





**Exhibit “C”**  
**Development Regulations**  
**Mexican Brothers Restaurant**  
1001 US Highway 377, Suite 109, Aubrey, Denton County, Texas

**TABC Compliance:** Applicant has submitted the TABC application.

**Type of Establishment:** A Restaurant with a limitation of less than fifty-one percent (51%) from the sale of alcohol from gross receipts.

**Public Impact:** The applicant’s application for a restaurant is a demonstration that the granting of the SUP would not be detrimental to the public health, safety, and/or welfare of the citizens of the City.

**Security:** The owner/operator shall provide adequate number of employees for security and consult with Police Chief/Director for determination of number of qualified employees to meet obligation.

**Parking:** The proposed location is an existing retail shopping center with parking.

**Environmental Requirements:** The owner/operator shall comply with nuisance ordinances.

**Expiration of SUP:** Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.

**Compliance with Subdivision Ordinance:** The site is a developed property.

**Proximity Regulations:** The proposed location is not within 300 feet (measured in a direct line from property boundaries) of a public school, private school, church, daycare center, child-care facility, or public hospital.



### Public Hearing:

A request for a change in zoning on property zoned as Commercial, Planned Development (C, PD) to provide for the addition of a Specific Use Permit (SUP) to allow for alcoholic beverage sales in conjunction with a restaurant use for the property located at 1001 US 377, Suite 109, Aubrey, Denton County, Texas.













# Premier

LICENSE SERVICE  
&  
CONSULTANT

Jorge Perez

(214) 440-8080

info@premierliquorlicense.com

SION  
ommunities

APR 24 2024 PM02:11

**Required  
Certifications**

**3C in the fight against human trafficking**

L-CERT (7/2022)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.

Contact your local TABC office for assistance.

## LOCATION INFORMATION

|                                                                                                                                                                                                                                                                                               |                                                           |                                                                                    |                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------|
| 1. Trade Name of Location (Name of restaurant, bar, store, etc.)<br>Brothers Mexican Restaurant                                                                                                                                                                                               |                                                           |                                                                                    |                                                                  |
| 2. Owner of Business/Applicant (Name of Corporation, LLC, etc.)<br>Brothers Mexican Restaurant LLC                                                                                                                                                                                            |                                                           |                                                                                    |                                                                  |
| 3. Type of Owner<br><input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Other: _____ |                                                           |                                                                                    |                                                                  |
| 4. Location Address<br>1001 US Hwy 377 Ste. 109                                                                                                                                                                                                                                               |                                                           |                                                                                    |                                                                  |
| City<br>Aubrey                                                                                                                                                                                                                                                                                |                                                           | County<br>Denton                                                                   | State<br>Tx                                                      |
| 5. Mailing Address<br>1001 US Hwy 377 Ste. 109                                                                                                                                                                                                                                                |                                                           |                                                                                    |                                                                  |
| City<br>Aubrey                                                                                                                                                                                                                                                                                |                                                           | County<br>Denton                                                                   | State<br>TX                                                      |
| 6. Business Telephone Number                                                                                                                                                                                                                                                                  |                                                           | Alternate Telephone Number<br>940-442-3086                                         | E-mail Address                                                   |
| 7. Application for:                                                                                                                                                                                                                                                                           |                                                           |                                                                                    |                                                                  |
| <input checked="" type="checkbox"/> Original                                                                                                                                                                                                                                                  | <input type="checkbox"/> Reinstatement                    | License/Permit Number                                                              | <input type="checkbox"/> Reinstatement and Change of Trade Name  |
|                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> Change of Location               | License/Permit Number                                                              | <input type="checkbox"/> Change of Location and Trade Name       |
| 8A. Type of Off-Premise Retailer License/Permit:                                                                                                                                                                                                                                              |                                                           |                                                                                    |                                                                  |
| <input type="checkbox"/> BF                                                                                                                                                                                                                                                                   | Retail Dealer's Off-Premise License                       | <input type="checkbox"/> E                                                         | Local Cartage Permit                                             |
| <input type="checkbox"/> BQ                                                                                                                                                                                                                                                                   | Wine and Malt Beverage Retail Dealer's Off-Premise Permit | <input type="checkbox"/> ET                                                        | Third-Party Local Cartage Permit                                 |
| <input type="checkbox"/> LP                                                                                                                                                                                                                                                                   | Local Distributor's Permit                                | <input type="checkbox"/> P                                                         | Package Store Permit                                             |
| <input type="checkbox"/> Q                                                                                                                                                                                                                                                                    | Wine Only Package Store                                   |                                                                                    |                                                                  |
| 8B. Type of On-Premise Retailer License/Permit                                                                                                                                                                                                                                                |                                                           |                                                                                    |                                                                  |
| <input type="checkbox"/> BE                                                                                                                                                                                                                                                                   | Retail Dealer's On-Premise License                        | <input type="checkbox"/> E                                                         | Local Cartage Permit                                             |
| <input type="checkbox"/> EG                                                                                                                                                                                                                                                                   | Wine and Malt Beverage Retail Dealer's On-Premise Permit  | <input checked="" type="checkbox"/> FB                                             | Food and Beverage Certificate                                    |
| <input type="checkbox"/> BP                                                                                                                                                                                                                                                                   | Brewpub License                                           | <input type="checkbox"/> LH                                                        | Late Hours Certificate                                           |
| <input type="checkbox"/> MB                                                                                                                                                                                                                                                                   | Mixed Beverage                                            | <input type="checkbox"/> WP                                                        | Waterpark Permit                                                 |
| 8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit                                                                                                                                                                                                                     |                                                           |                                                                                    |                                                                  |
| <input type="checkbox"/> BB                                                                                                                                                                                                                                                                   | General Distributor's License                             | <input type="checkbox"/> D                                                         | Distillers and Rectifiers Permit - allows on-premise consumption |
| <input type="checkbox"/> BC                                                                                                                                                                                                                                                                   | Branch Distributor's License                              | <input type="checkbox"/> DS                                                        | Out-of-State Winery Direct Shipper's Permit                      |
| <input type="checkbox"/> BN                                                                                                                                                                                                                                                                   | Nonresident Brewer's License                              | <input type="checkbox"/> G                                                         | Winery - allows on-premise consumption                           |
| <input type="checkbox"/> BW                                                                                                                                                                                                                                                                   | Brewer's License                                          | <input type="checkbox"/> J                                                         | Bonded Warehouse                                                 |
| <input type="checkbox"/> JD                                                                                                                                                                                                                                                                   | Bonded Warehouse (Dry Area)                               | <input type="checkbox"/> S                                                         | Nonresident Seller's Permit                                      |
| <input type="checkbox"/> SD                                                                                                                                                                                                                                                                   | Brewer's Self-Distribution License                        | <input type="checkbox"/> W                                                         | Wholesaler's Permit                                              |
| <input type="checkbox"/> X                                                                                                                                                                                                                                                                    | General Class B Wholesaler Permit                         |                                                                                    |                                                                  |
| 9. For On or Off-Premise Applicants, Indicate Primary Business Type at this Location                                                                                                                                                                                                          |                                                           |                                                                                    |                                                                  |
| <input type="checkbox"/> Bar                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Grocery/Market                   | <input type="checkbox"/> Package Store                                             | <input type="checkbox"/> Sexually Oriented                       |
| <input type="checkbox"/> Civic Center                                                                                                                                                                                                                                                         | <input type="checkbox"/> Hotel                            | <input type="checkbox"/> Public Entertainment Fac. (PEF as defined in Sec. 108.73) | <input type="checkbox"/> Sporting Arena                          |
| <input type="checkbox"/> Convenience Store                                                                                                                                                                                                                                                    | <input type="checkbox"/> Motel                            | <input type="checkbox"/> Racetrack                                                 |                                                                  |
| <input type="checkbox"/> Delivery Company                                                                                                                                                                                                                                                     | <input type="checkbox"/> Movie Theater                    | <input checked="" type="checkbox"/> Restaurant                                     |                                                                  |

CITY OF AUBREY  
ORDINANCE NUMBER XXX-24

**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 COMMERCIAL DISTRICT ("C") TO SPECIFIC USE PERMIT-XXX- COMMERCIAL DISTRICT ("S-XXX-C") AS THE ZONING CLASSIFICATION TO ALLOW A RESTAURANT WITH MIXED BEVERAGE SALES IN 2,000 SQUARE FOOT LEASE SPACE LOCATED IN SUITE 109 OF 1001 US HIGHWAY 377, GENERALLY LOCATED ON THE SOUTHEAST CORNER OF US HIGHWAY 377 AND CONCHO STREET, BEING SITUATED IN THE AUBREY 377 ADDITION, BLOCK A, LOT 1, CITY OF AUBREY, DENTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A"; WITH FLOOR PLAN PROVIDED FOR IN EXHIBIT "B"; WITH DEVELOPMENT REGULATIONS PROVIDED IN 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 AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**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 applicant has leased a suite in a shopping center located on a 1.75-acre tract of land, generally located on the southeast corner of US Highway 377 and Concho Street, legally described as Block A, Lot 1, Aubrey 377 Addition, 1001 US Highway 377, Suite 109; the site plan is depicted in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, approximately 1.75-acres of the Property is currently zoned as Commercial Zoning District ("C"); and

**WHEREAS**, the City received a request from the applicant to change the zoning of the Property to add a Specific Use Permit to the existing Commercial Zoning District for the sale of alcoholic beverages in a restaurant, made up of 2,000 square feet, located in Suite 109 of 1001 US 377, Aubrey, Texas, the floor plan is depicted in **Exhibit B**, attached hereto and incorporated herein (the “Floor Plan”); 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”) at its regular meeting on the 13<sup>th</sup> day of June, 2024 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 addition of a Specific Use Permit (“SUP”) on the Commercial Zoning of this Property, subject to the Development Regulations set forth in **Exhibit C**; 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**, pursuant to the foregoing findings, the City Council determined it necessary and beneficial to the public health, safety and welfare to adopt this Ordinance approving SUP-XXX-C subject to the conditions set forth herein;

**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 findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

**SECTION 2. ZONING AMENDMENT.** That Exhibit 14A, “Zoning Ordinance” of Chapter 14, “Zoning” of the Code of Ordinances of the City is hereby amended to change the zoning of the Property, described and depicted in **Exhibit “A”** (the “Property”), a copy of which is attached hereto and incorporated herein, from Commercial (“C”) to Specific Use Permit, Commercial (“SUP-XXX-C”) for the sale of alcohol beverages for on-site consumption in the Mexican Brothers Restaurant, subject to all applicable City ordinances and regulations governing such use.

Pursuant to the zoning designation of SUP-XXX-C, the Property shall only be used (i) as allowed by the Commercial (“C”) Zoning District of the City, as amended by and subject to the conditions set forth herein for SUP-XXX-C; (ii) in accordance with the Floor Plan, as hereby approved, a copy of which is attached hereto and incorporated herein as **Exhibit “B”**; and (iii) in accordance with the Development

Regulations as hereby approved and set forth in **Exhibit “C”**, a copy of which is attached hereto and incorporated herein.

**SECTION 3. ZONING MAP.** The official zoning map of the City shall be amended and annotated to reflect the change in zoning of the Property as to Commercial with SUP-XXX-C as described herein, and the updated map shall be on file with the Office of the City Secretary.

**SECTION 4. COMPLIANCE REQUIRED.** The Property shall be used only in the manner and for the purposes provided for in the City’s Code of Ordinances, 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. 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 27<sup>TH</sup> DAY OF JUNE, 2024.**



**APPROVED:**

\_\_\_\_\_  
Chris Rich, Mayor

**ATTEST:**

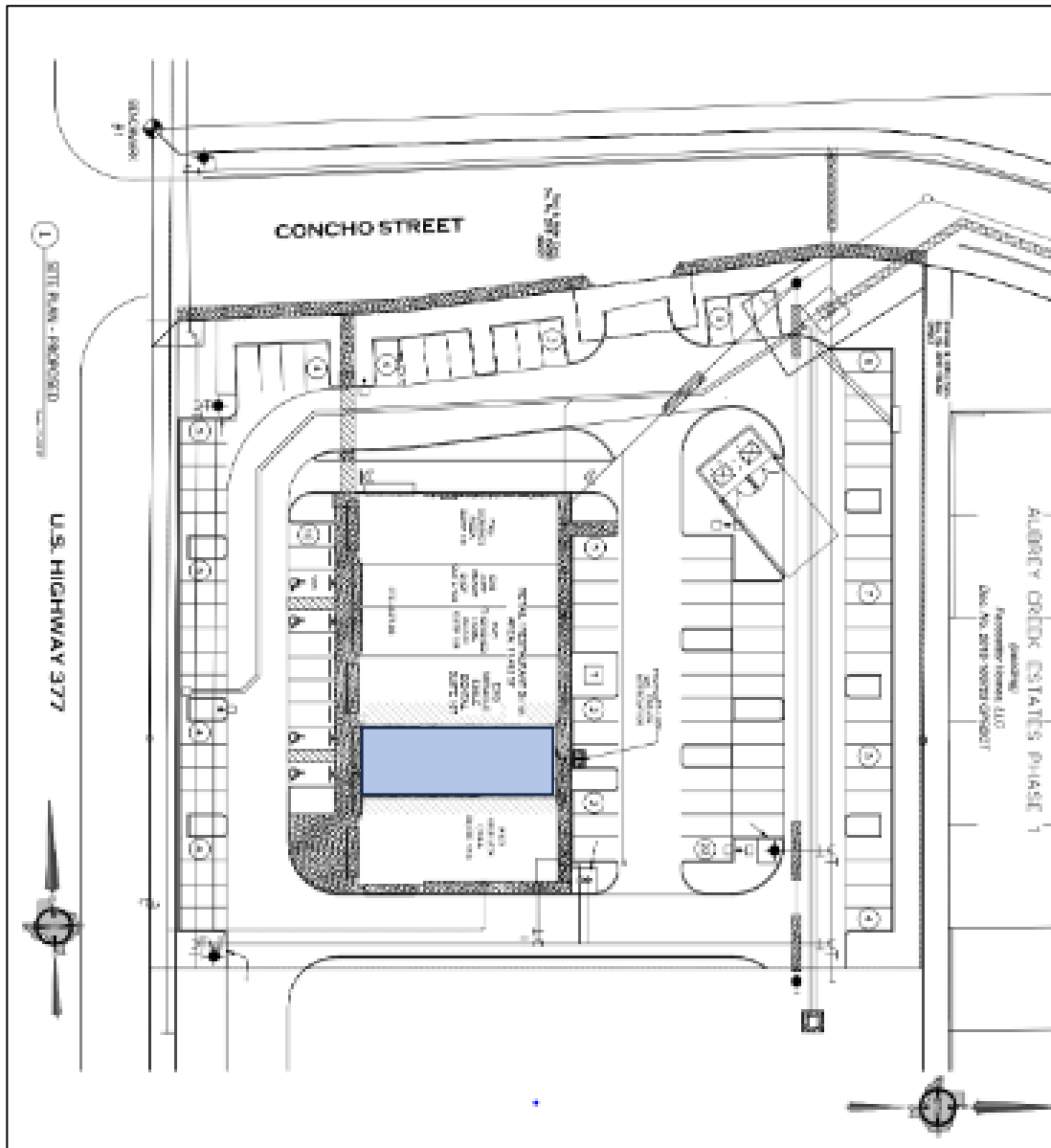
\_\_\_\_\_  
Jenny Hicks, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patricia A. Adams  
City Attorney

**Exhibit "A"**  
**Property Site Plan**

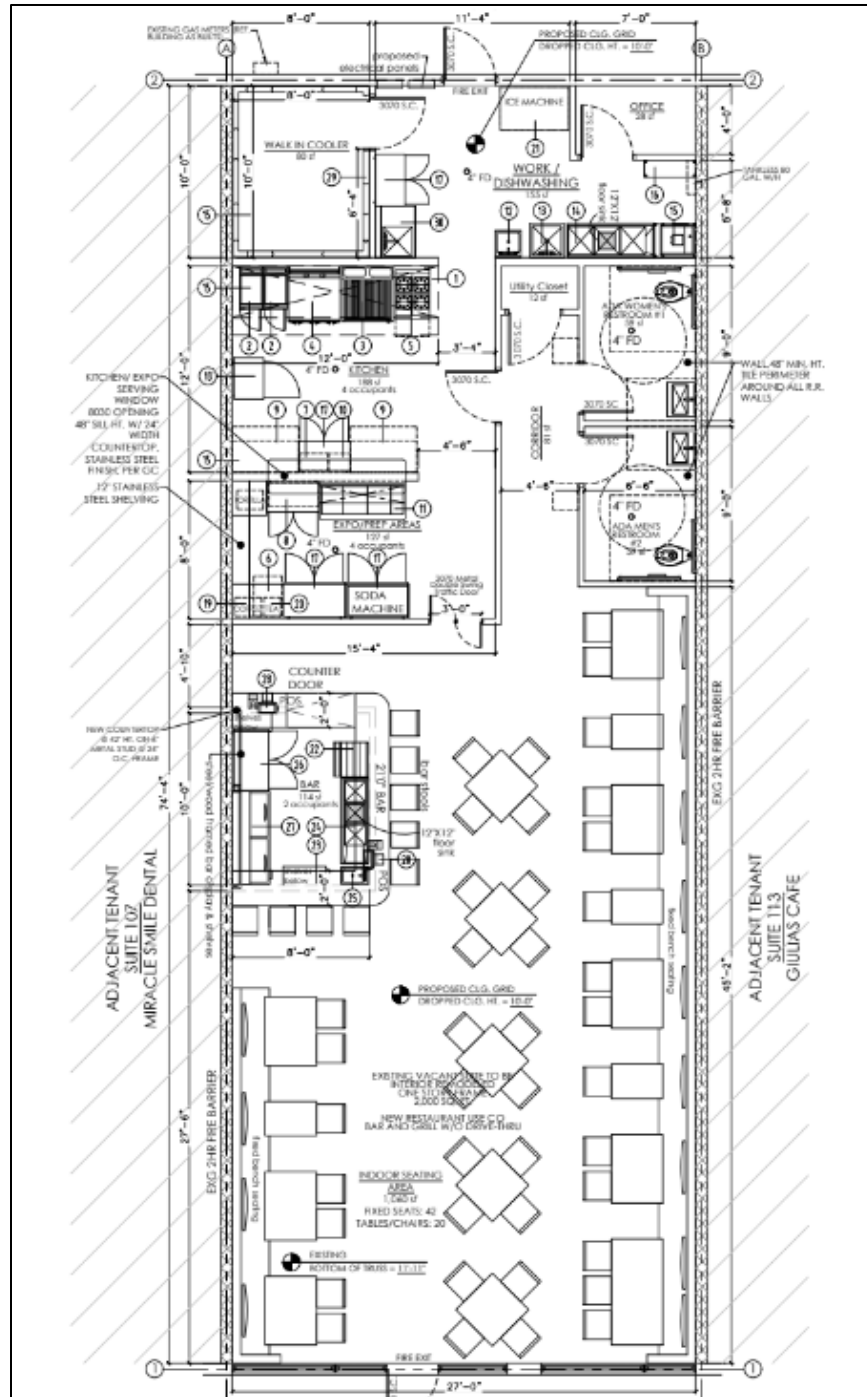
**Mexican Brothers Restaurant**  
1001 US Highway 377, Suite 109  
Lot 1, Block A, Aubrey 377 Addition, Aubrey, Denton County, Texas



## Exhibit “B” Floor Plan

## Mexican Brothers Restaurant

1001 US Highway 377, Suite 109, Aubrey, Denton County, Texas  
2,000 square feet lease space



**Exhibit "C"**  
**Development Regulations**  
**Mexican Brothers Restaurant**

1001 US Highway 377, Suite 109, Aubrey, Denton County, Texas

**TABC Compliance:** Applicant has submitted the TABC application.

**Type of Establishment:** A Restaurant with a limitation of less than fifty-one percent (51%) from the sale of alcohol from gross receipts.

**Public Impact:** The applicant's application for a restaurant is a demonstration that the granting of the SUP would not be detrimental to the public health, safety, and/or welfare of the citizens of the City.

**Security:** The owner/operator shall provide adequate number of employees for security and consult with Police Chief/Director for determination of number of qualified employees to meet obligation.

**Parking:** The proposed location is an existing retail shopping center with parking.

**Environmental Requirements:** The owner/operator shall comply with nuisance ordinances.

**Expiration of SUP:** Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.

**Compliance with Subdivision Ordinance:** The site is a developed property.

**Proximity Regulations:** The proposed location is not within 300 feet (measured in a direct line from property boundaries) of a public school, private school, church, daycare center, child-care facility, or public hospital.





**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

Consideration and action on a Resolution granting a petition requesting annexation into the extraterritorial jurisdiction and corporate limits of the City of Aubrey by MM Aubrey 160, LLC, owners of approximately 160 acres of land, generally located on the Frederick H. Pollard Survey, Abstract No 995, Denton County, Texas, setting a Public Hearing for the annexation; authorizing staff to negotiate and enter into a written services agreement with Owner. (Duck Point Development)

**Staff Contact**

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

---

**Summary**

This annexation petition is for the Duck Point Development and is part of the development agreement approved by the council in a previous meeting.

---

**Financial Summary**

---

**Staff Recommended Motion**

Approve

**Conditions**

N/A

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, GRANTING A PETITION REQUESTING ANNEXATION INTO THE EXTRATERRITORIAL JURISDICTION AND CORPORATE LIMITS OF THE CITY OF AUBREY BY LANDOWNER, MM AUBREY 160, LLC, OF APPROXIMATELY 159.941 ACRES OF LAND, GENERALLY LOCATED SOUTH OF FM 428, WEST OF FM 1385 AND EAST OF COFFEY ROAD OUT OF THE FH POLLARD SURVEY, ABSTRACT NO. 995, TRACT 34, DENTON COUNTY, TEXAS, AS DESCRIBED AND SHOWN IN MORE DETAIL IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR THE INCORPORATION OF PREMISES; SETTING A PUBLIC HEARING FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICES OF SUCH PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about June 24, 2024, MM Aubrey 160, LLC ("Owner"), owner of an area of land described hereinbelow (the "Property"), filed a written petition (the "Petition") with the City of Aubrey, Texas (the "City"), to have the Property annexed into the extraterritorial jurisdiction and corporate limits of the City; and

**WHEREAS**, the City Council of the City ("City Council") directs publication, mailing and distribution of notice(s) for a public hearing, as required by Chapter 43 of the Texas Local Government Code, to consider the annexation of the Property; and

**WHEREAS**, the City Council has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

**WHEREAS**, the City Council has found and determined that the Petition is appropriate and that it is in the best interest of the City to grant the Petition.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, THAT:**

**SECTION 1.** The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2.** A true and correct copy of the Petition is attached hereto as **Exhibit "A"** and incorporated as if set forth fully herein.

**SECTION 3.** The City Council hereby grants the Petition requesting the annexation into the extraterritorial jurisdiction and corporate limits of the City of Aubrey by the Owner of the Property, more particularly described and depicted in Exhibit A of the Petition, attached hereto and incorporated as if set forth fully herein.

**SECTION 4.** On **July 25, 2024, at 6:00 p.m.** at the Aubrey City Hall, located at 107 S. Main Street, Aubrey, Texas 76227, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of the Property.

**SECTION 5.** The City Secretary of the City is hereby authorized and directed to cause notice of such public hearing called by Section 4 to be published once in a newspaper having general circulation in the City and in the above-described territory and shall be posted on the City's website on or after the twentieth (20<sup>th</sup>) day but before the tenth (10<sup>th</sup>) day before the date of such public hearing, in accordance with Chapter 43 of the Texas Local Government Code. In addition, such notice shall be mailed to any school district or public entity providing services to the Property on or after the twentieth (20<sup>th</sup>) day but before the tenth (10<sup>th</sup>) day before the date of the public hearing.

**SECTION 6.** The City Council hereby finds, determines and declares that the meeting, at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

**SECTION 7.** This Resolution shall be effective from and after its passage as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS,** this 27<sup>th</sup> day of June 2024.

---

Chris Rich, Mayor

**ATTEST:**

---

Jenny Hicks, City Secretary

## Exhibit “A” – Petition for Annexation

### Voluntary Annexation Petition (C-3)

TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

MM Aubrey 160, LLC, a Texas limited liability company, the undersigned landowner (“Owner”) of the hereinafter described tract(s) or parcel(s) of land (“Property”), hereby voluntarily petitions the City Council of the City of Aubrey, Texas, to annex the Property by extending the extraterritorial jurisdiction and present city limits so as to include as part of the City of Aubrey Texas, the Property, containing approximately 159.941 acres of land, described as follows:

**Denton CAD ID 52165, generally located south of FM 428, west of FM 1385 and east of Coffey Road; and being an approximate 159.941 acre tract of land situated in the FH Pollard Survey, Abstract No. 995, Tract 34, Denton County, Texas, and being more particularly described and depicted in Exhibit A, attached hereto and made a part hereof.**

The Owner desires to enter into a written agreement for municipal services with the City of Aubrey pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, the Owner certifies that it was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify and attest that I have the authority to petition for annexation for the Property and have been provided such authority by others that have ownership interest in the Property subject to this request/petition. I further certify that the above-described Property is vacant and without residents or on which less than three qualified voters reside, is contiguous and adjacent to the City of Aubrey, Texas, and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

[SIGNATURE PAGE TO FOLLOW]



**OWNER:**

**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:   
Name: Mehrdad Moayed  
Its: Manager

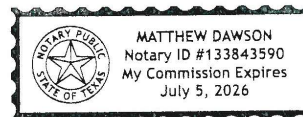
STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 24<sup>th</sup> day of June, 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.

  
Notary Public, State of Texas



**EXHIBIT A**  
**Property Legal Description and Depiction/Map**

**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.







**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

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 portion of FM 1385, beginning at the city limits just south of the intersection of FM 1385 and Winn Ridge Blvd, continuing north to the intersection of FM 1385 and FM 428, and to include any additional adjacent right-of-way, Denton County, Texas.

**Staff Contact**

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

---

**Summary**

This annexation, in conjunction with the annexation of the Duck Point Development, will be for the roadway and adjacent ROW for FM 1385 from Winn Ridge subdivision to the intersection of FM 1385 and FM 428. In accordance with the boundary agreement with the City of Celina, the annexation will only cover the western half of the roadway as depicted in the attached map.

---

**Financial Summary**

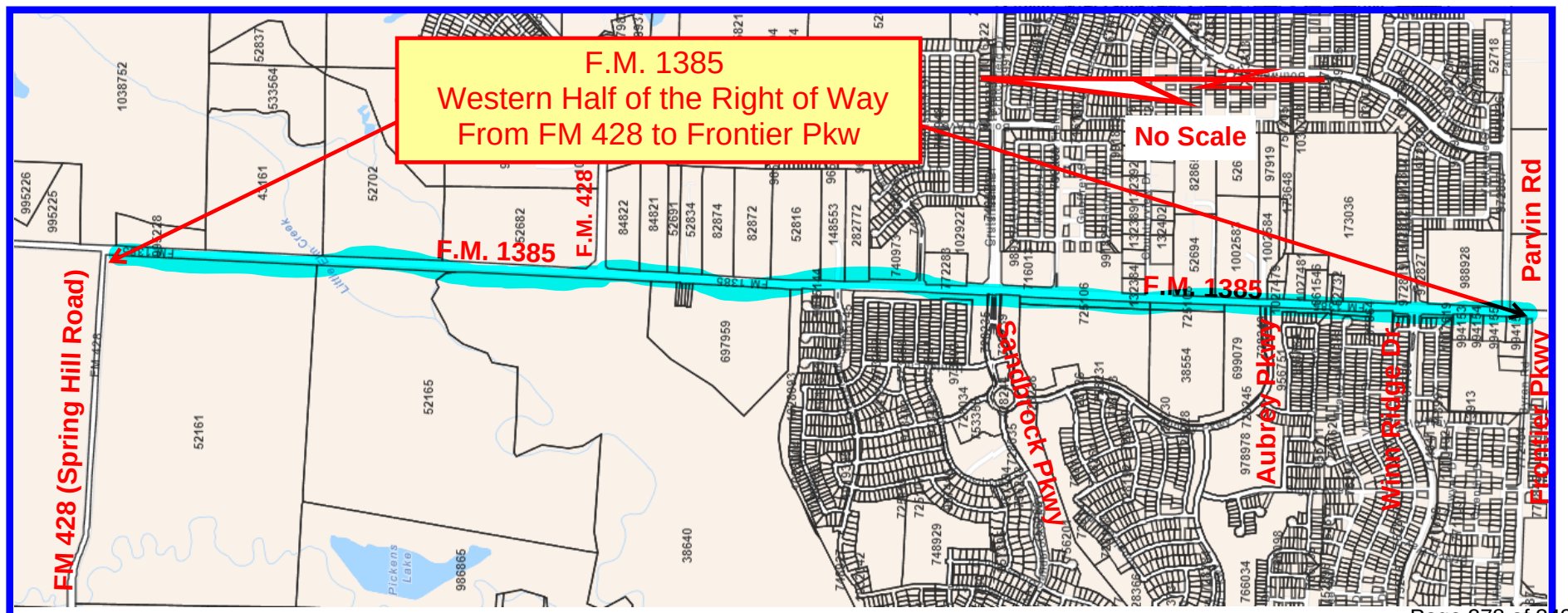
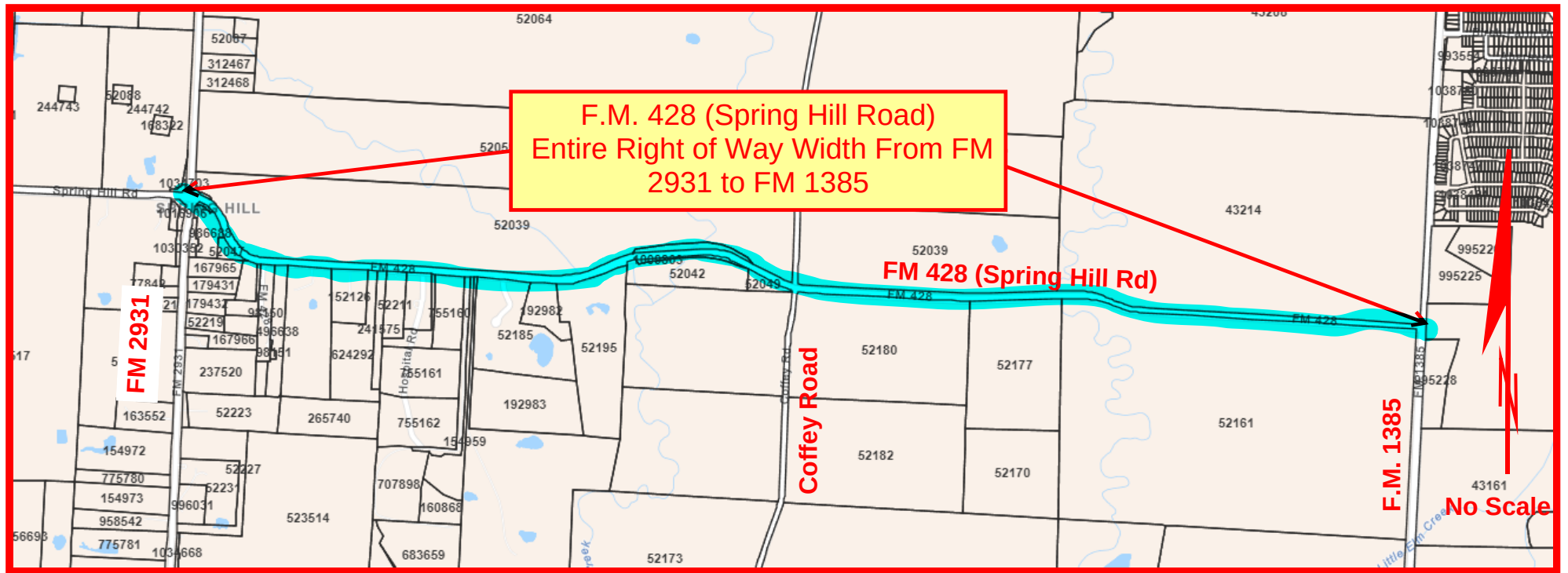
---

**Staff Recommended Motion**

Approve

**Conditions**

N/A





**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

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 portion of FM 428, beginning at the intersection of FM 1385 and FM 428, continuing west to the intersection of FM 428 and FM 2931, and to include any additional adjacent right-of-way, Denton County, Texas.

**Staff Contact**

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

---

**Summary**

This annexation, in conjunction with the annexation of the Duck Point Development, will be for the roadway and adjacent ROW for FM 428 from FM 1385 to the intersection of FM 428 and FM 2931.

---

**Financial Summary**

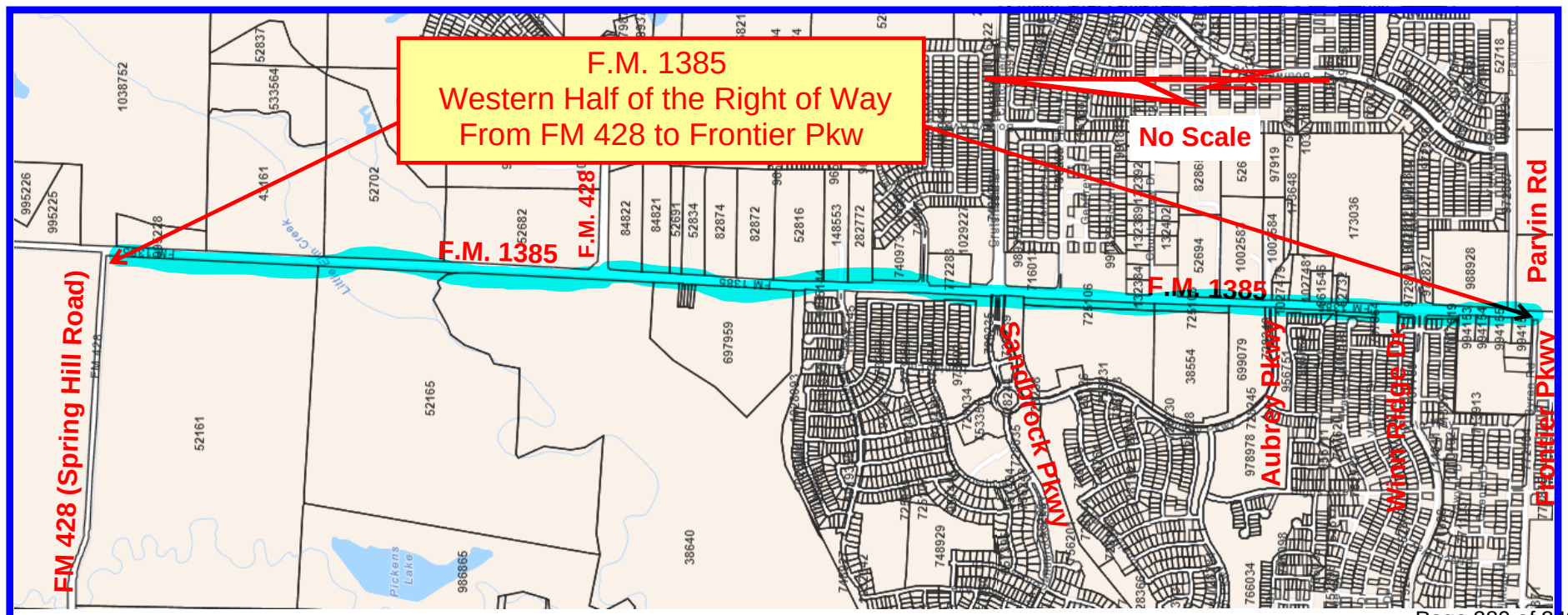
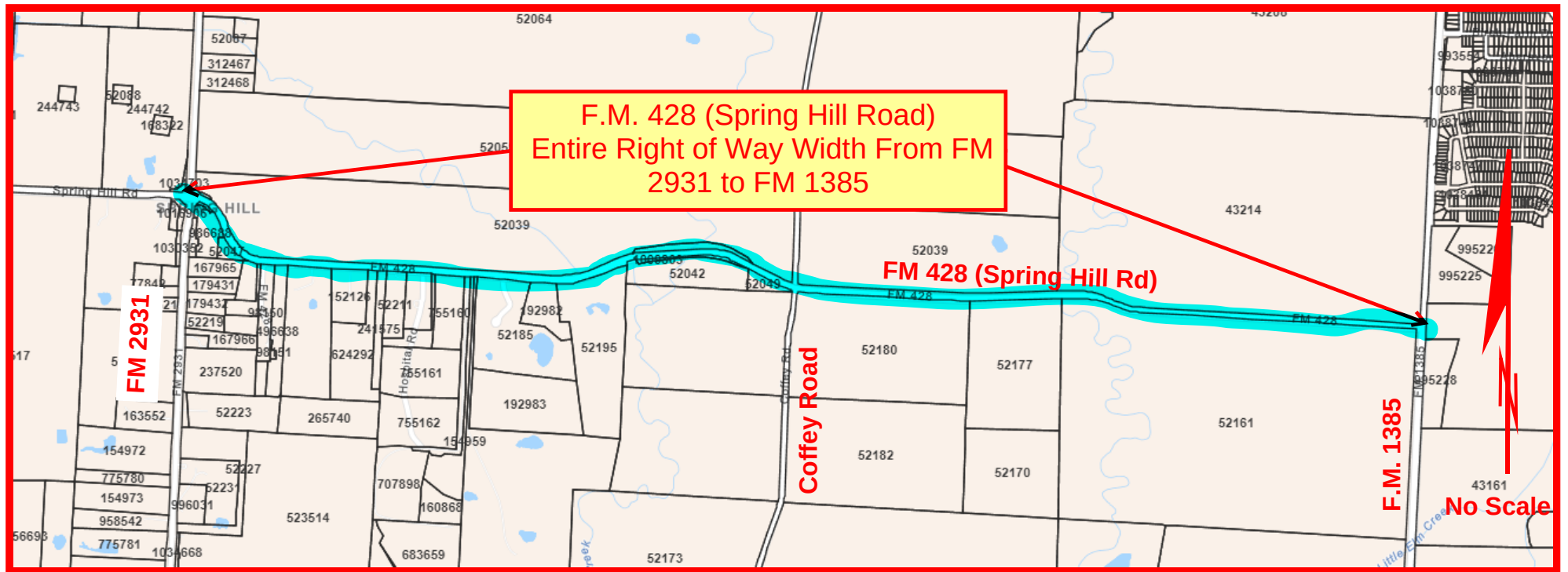
---

**Staff Recommended Motion**

**Conditions**

N/A







*Case Report –Right-of-Way Encroachment Agreement  
For Highpointe Ranch, Phase 1B  
City Council – June 27, 2024*

To: Mayor and City Council,

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Consideration and action on an Encroachment Agreement for Highpointe Ranch, Phase 1B for a canopy structure in and above the right-of-way of Bronco Lane.

---

Summary:

The applicant has proposed a subdivision entry feature that includes improvements within and above the City of Aubrey's right-of-way (Bronco Lane).

The City's Sign Ordinance does not include provisions for such grand subdivision entry signage and associated structures.

The Board of Adjustment approved signage and structures for the entry at their special called January 29, 2024 meeting subject to the City Council approving a right-of-way encroachment agreement for the structure in/above the ROW. (Entry Feature Design Drawings approved by the BOA are attached to this report.)

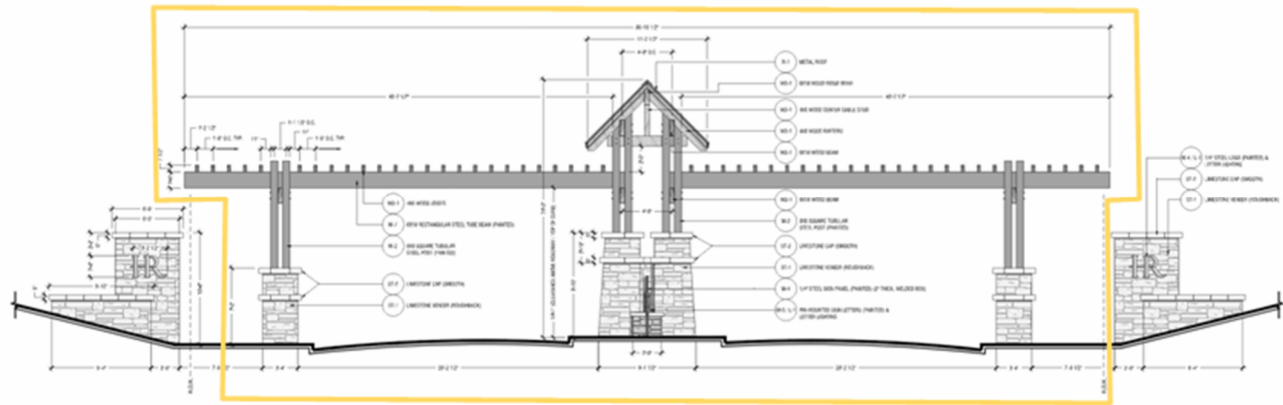
The Sign Ordinance prohibits signage in the City's right-of-way and the City Attorney recommended that the entry feature not include signage in the right-of-way.

The canopy/arbor style structure above the right-of-way does not include signage. The portions of the entry that do include signage are in lots owned and maintained by the Homeowners' Association. The agreement as currently drafted is in review with the City Attorney. It is recommended the reference to signage be removed from the agreement.

The agreement may include:

- Grading
- Landscaping
- Irrigation
- Entry Structure
- Electric Service

The structure elevation inserted below highlights in yellow the structure that is proposed to be located in and above the City's right-of-way.



### Recommended motions/actions:

The City Council may:

1. Approve the ROW Encroachment Agreement;
2. Approve the ROW Encroachment Agreement with conditions; or
3. Not approve the ROW Encroachment Agreement

### Attachments:

1. Draft ROW Encroachment Agreement
2. Entry Feature Design Drawings

LICENSE AGREEMENT RELATING TO  
ENCROACHMENT ON PUBLIC RIGHT-OF-WAY

Date: January 19, 2024

To: Ms. Annie Hepner, P.E.  
Entitlements Manager, Lennar  
1707 Marketplace Blvd., Suite 100  
Irving, TX 75063

Re: High Pointe Ranch, Phase 1B Final Plat Right-of-Way Dedication for Bronco Lane at US 377, in the City of Aubrey, Denton County, Texas (collectively, the “Right-of-Way”) within High Pointe Ranch Municipal Utility District No. 1 of Denton County (the “District” or “User”)

Dear Ms. Hepner:

You, on behalf of the User, have requested permission to construct facilities within and/or over the boundaries of a public Right-of-Way (“ROW”) regulated and maintained by the City of Aubrey, Texas (“City”) for the following facilities (hereinafter collectively referred to as the “Encroaching Facility”):

Grading  
Landscaping  
Irrigation  
Entry Sign Improvements and Structures  
Electric service

The City is agreeable to the location of the Encroaching Facility, if the Encroaching Facility is located and constructed as shown on the attached exhibit(s), incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that City holds responsibility for operation and maintenance of roads within the ROW involved. This letter agreement shall extend to and be binding upon User and its successors and assigns; and is not to be interpreted as a waiver of any rights held by City for its ROW.
2. **USER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, EMPLOYEES, AND AGENTS (“THE INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES, (INCLUDING REASONABLE ATTORNEY FEES), DAMAGES, LOSSES AND JUDGMENTS WHETHER FOR BODILY INJURY OR DAMAGE TO PROPERTY ARISING OUT OF OR INCIDENT TO THE PRESENCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE ENCROACHING FACILITY, EXCEPT IF SAME IS CAUSED BY THE**



**NEGLIGENCE OR STRICT LIABILITY OF ONE OR MORE OF THE INDEMNIFIED PARTIES.**

3. City and the Indemnified Parties will not be responsible for any costs of construction, operation and maintenance of User's Encroaching Facility. It is further agreed that City and the Indemnified Parties shall not be liable for any damage to the Encroaching Facility herein agreed to as a result of City's use pursuant to its ROW. Any City property damaged or destroyed by User or its agents as a result of the construction, installation, operation and/or maintenance of the Encroaching Facility shall be repaired or replaced by User at User's expense.
4. This agreement shall also terminate upon the abandonment or removal of the Encroaching Facility.
5. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

If the foregoing terms and conditions are acceptable to User, please have the original and a copy of this agreement signed and returned to me at City of Aubrey, Attention: Leanne Wilson, Director of Public Works and Development Services, 107 S. Main St., Aubrey, Texas 76227 within 30 days for final approval by City. This letter agreement shall be effective only after approval by me in the signature block opposite your signature block below. This agreement replaces and supersedes any previous agreement between the parties relating to the Encroaching Facility.

Sincerely,

Leanne Wilson, PE  
Director of Public Works and Development Services  
City of Aubrey

**ACCEPTED AND AGREED:**

**APPROVED:**

High Pointe Ranch Municipal Utility  
District No. 1 of Denton County

City of Aubrey, Texas

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

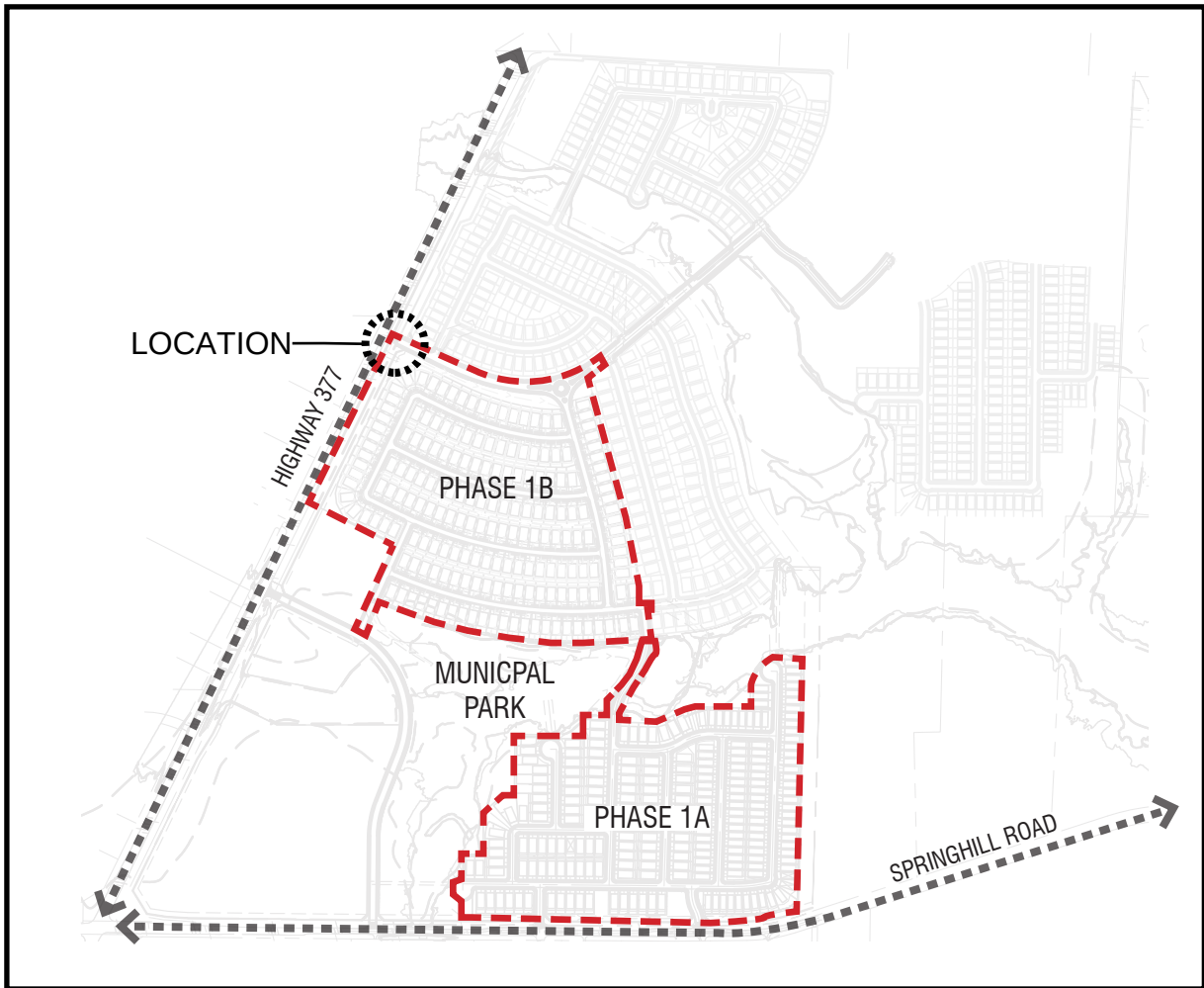
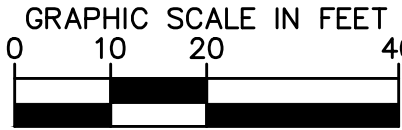
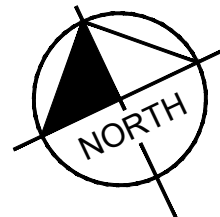
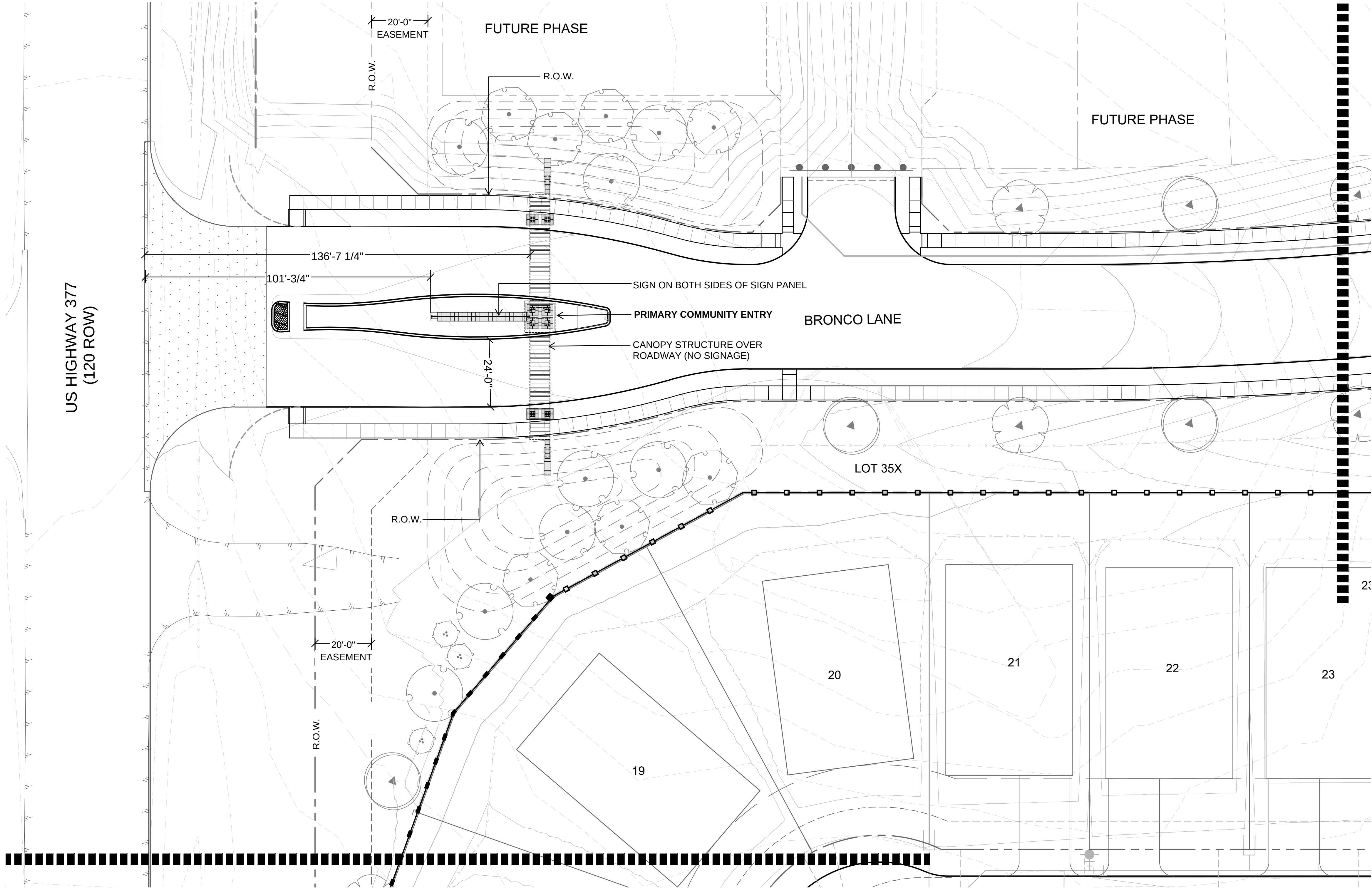
Date: \_\_\_\_\_

[illegible]



Plotted By: Adams, Nik    Date: December 15, 2023    08:33:56am    File Path: K:\FRL\_Civil\063451861-High Pointe Ranch Landscape\DESIGN\04\_CD\Phase 1\Phase 1B\Plans\sheet\Variances Request\_Signage 1B.dwg

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.

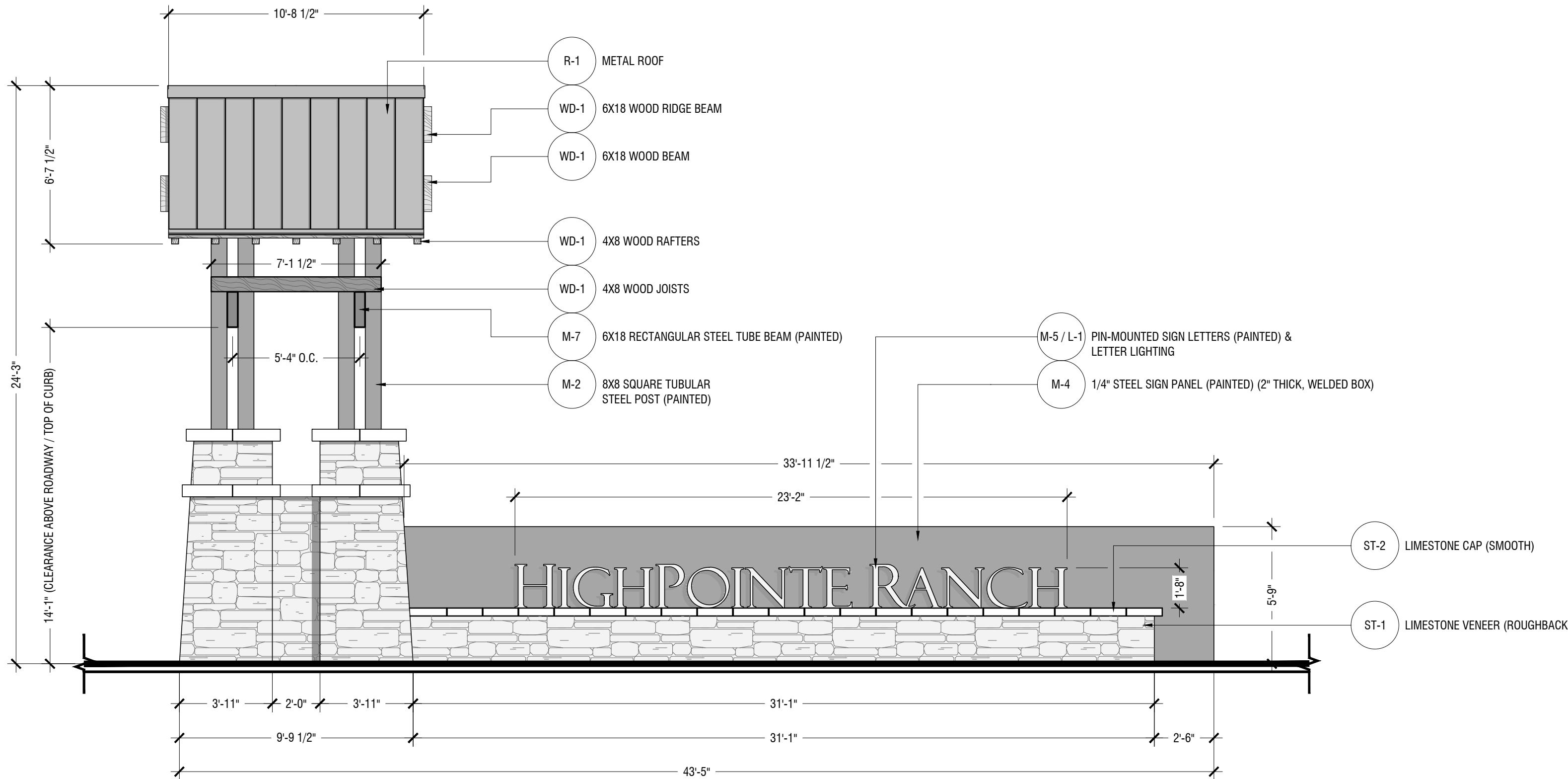
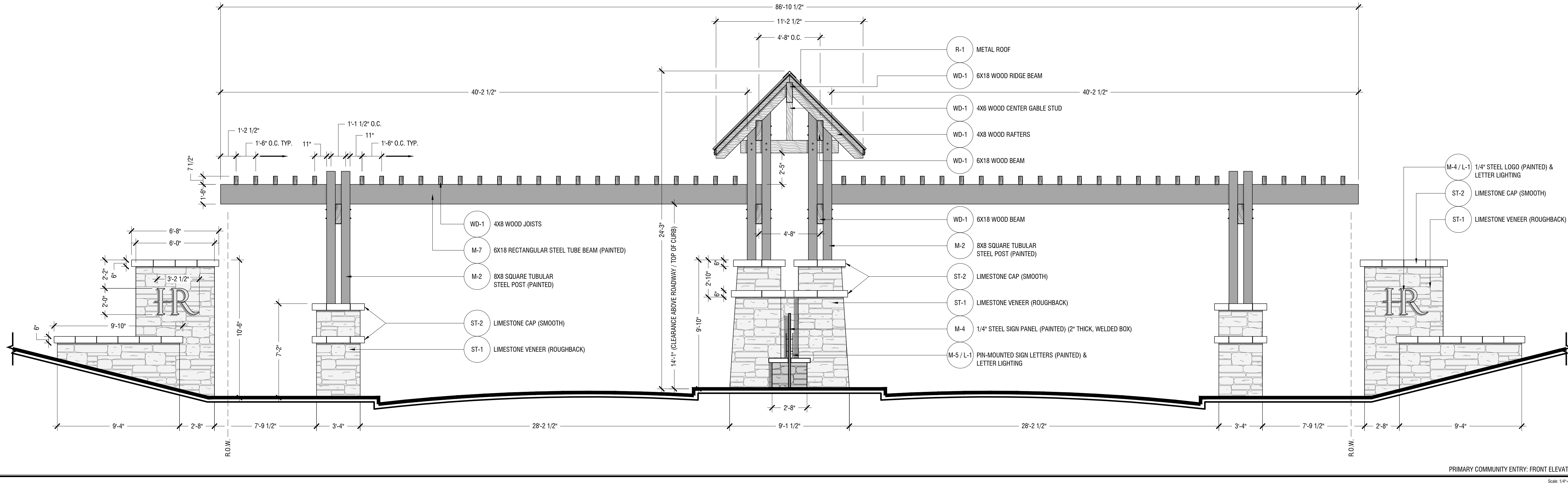


|   |                                                                                   |                                 |                          |                                                                                                                                                                                                                                            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|-----------------------------------------------------------------------------------|---------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 1 | HIGHPOINTE RANCH<br>PHASE 1B: LANDSCAPE<br>CITY OF AUBREY<br>DENTON COUNTY, TEXAS | PRIMARY COMMUNITY<br>ENTRY PLAN | KHA PROJECT<br>063451861 | <div><div>Kimley»Horn</div><div>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br/>6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034<br/>PHONE: 972-335-3580<br/>WWW.KIMLEY-HORN.COM</div><div>TEXAS REGISTERED ENGINEERING FIRM F-928</div></div> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|-----------------------------------------------------------------------------------|---------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|



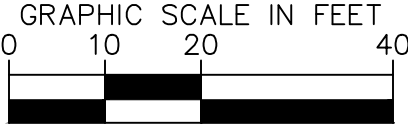
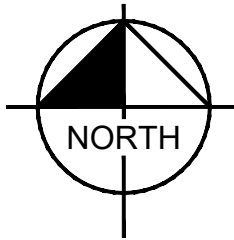
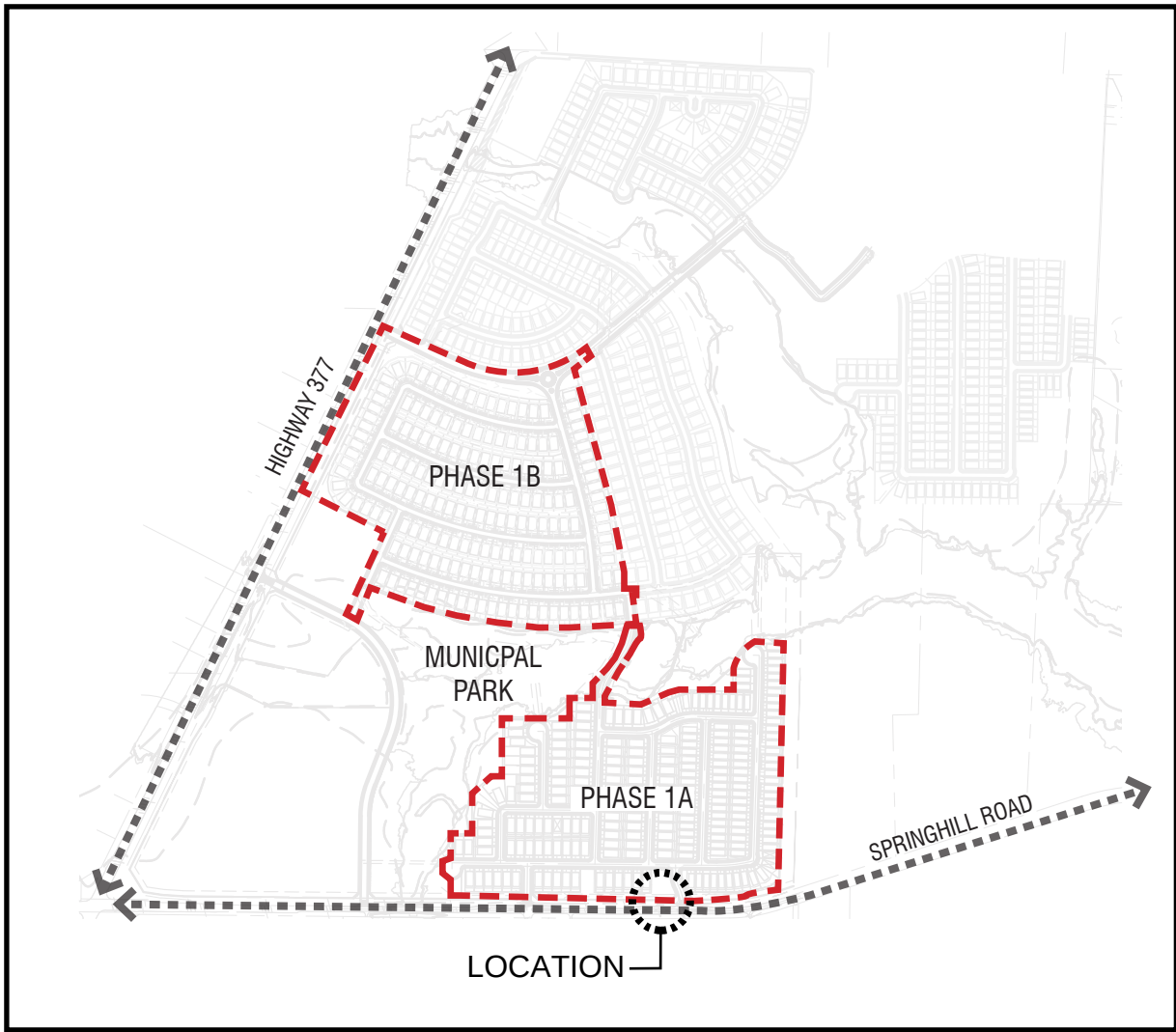
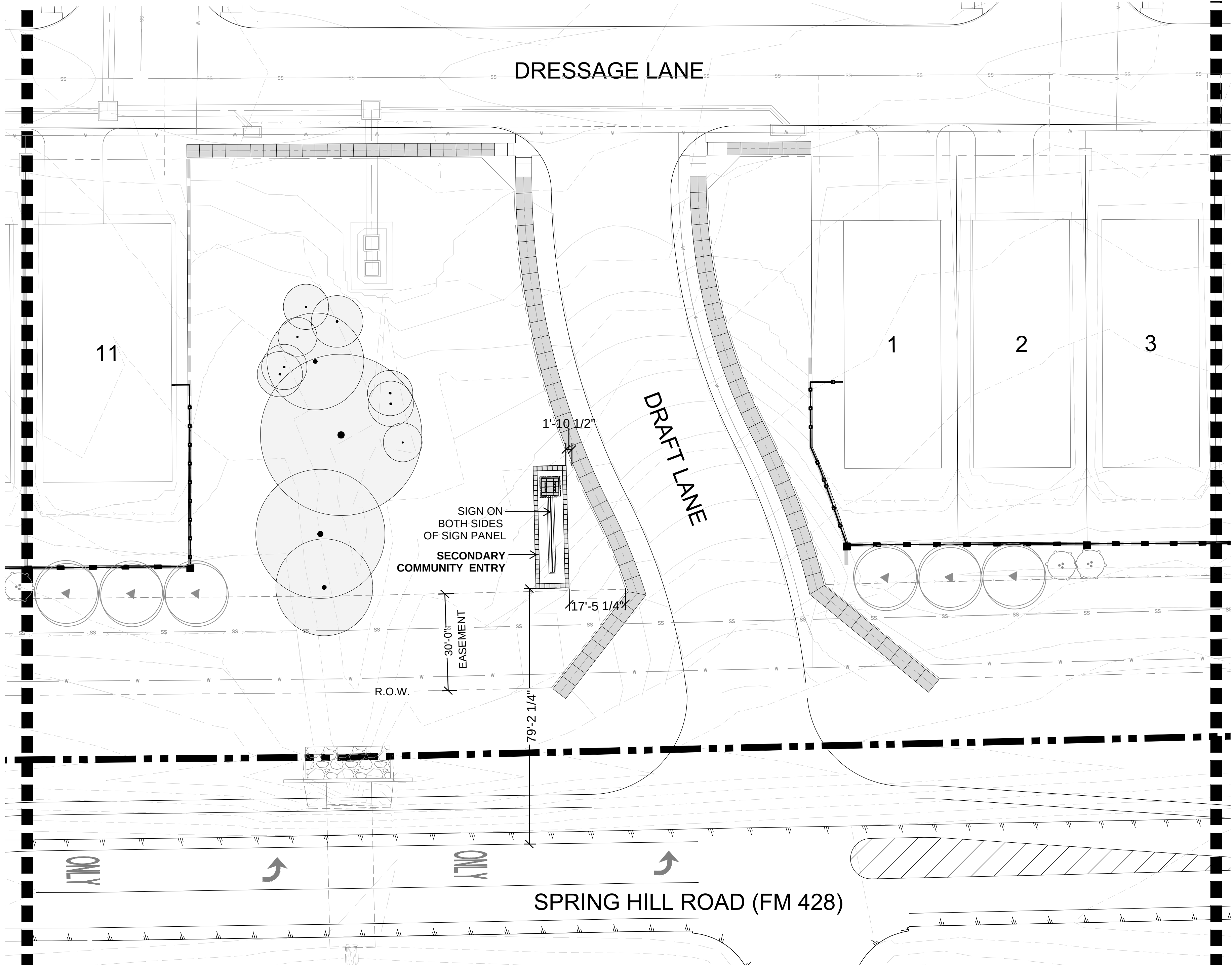
Plotted By:Adams, Nik Date:December 15, 2023 01:20:30pm File Path:C:\Users\Nik\Adams\Dropbox\HighPointe Ranch Phase 1B Landscape Set - Standard\BIB\_LH\_3.01\_Variance.dwg  
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for 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.

**NOTE:**  
1. STRUCTURAL ENGINEERING BY OTHERS.  
2. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT.



|   |                                                                                   |                                 |                          |                                                                                                                                                                                                                            |           |      |    |  |
|---|-----------------------------------------------------------------------------------|---------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|----|--|
| 2 | HIGHPOINTE RANCH<br>PHASE 1B: LANDSCAPE<br>CITY OF AUBREY<br>DENTON COUNTY, TEXAS | PRIMARY COMMUNITY<br>ENTRY PLAN | KHA PROJECT<br>063451861 | <div>Kimley»Horn</div> <div>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br/>6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034<br/>PHONE: 972-335-3580<br/>WWW.KIMLEY-HORN.COM<br/>TEXAS REGISTERED ENGINEERING FIRM F-928</div> |           |      |    |  |
|   |                                                                                   |                                 | DATE<br>DECEMBER 2023    |                                                                                                                                                                                                                            |           |      |    |  |
|   |                                                                                   |                                 | SCALE: AS SHOWN          |                                                                                                                                                                                                                            |           |      |    |  |
|   |                                                                                   |                                 | DESIGNED BY: NEA         |                                                                                                                                                                                                                            |           |      |    |  |
|   |                                                                                   |                                 | DRAWN BY: SVB            |                                                                                                                                                                                                                            |           |      |    |  |
|   |                                                                                   |                                 | CHECKED BY: NEA          | No.                                                                                                                                                                                                                        | REVISIONS | DATE | BY |  |





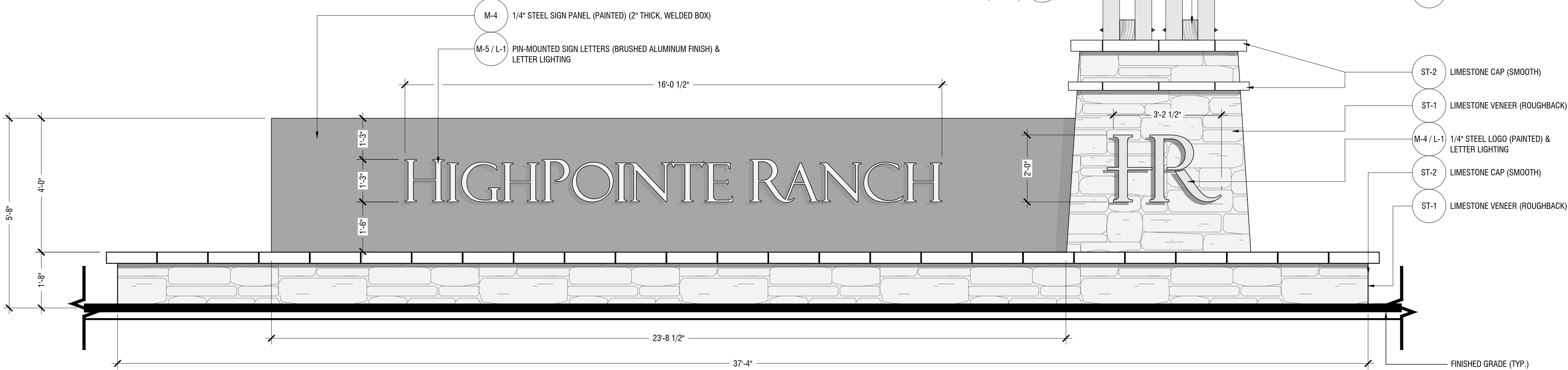
|   |                                                                                   |  |  |  |                                   |  |  |  |                 |  |  |  |                                                                                                                                                                                      |  |  |  |               |  |  |  |                 |  |  |  |     |  |  |  |      |  |  |  |    |  |  |  |
|---|-----------------------------------------------------------------------------------|--|--|--|-----------------------------------|--|--|--|-----------------|--|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---------------|--|--|--|-----------------|--|--|--|-----|--|--|--|------|--|--|--|----|--|--|--|
| 3 | HIGHPOINTE RANCH<br>PHASE 1A: LANDSCAPE<br>CITY OF AUBREY<br>DENTON COUNTY, TEXAS |  |  |  | SECONDARY COMMUNITY<br>ENTRY PLAN |  |  |  | Kimley»Horn     |  |  |  | © 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br>6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034<br>PHONE: 972-335-3580<br>WWW.KIMLEY-HORN.COM<br>TEXAS REGISTERED ENGINEERING FIRM F-928 |  |  |  | No.           |  |  |  | REVISIONS       |  |  |  | No. |  |  |  | DATE |  |  |  | BY |  |  |  |
|   | KHA PROJECT<br>063451861                                                          |  |  |  | DATE<br>DECEMBER 2023             |  |  |  | SCALE: AS SHOWN |  |  |  | DESIGNED BY: NEA                                                                                                                                                                     |  |  |  | DRAWN BY: SVB |  |  |  | CHECKED BY: NEA |  |  |  |     |  |  |  |      |  |  |  |    |  |  |  |
|   |                                                                                   |  |  |  |                                   |  |  |  |                 |  |  |  |                                                                                                                                                                                      |  |  |  |               |  |  |  |                 |  |  |  |     |  |  |  |      |  |  |  |    |  |  |  |
|   |                                                                                   |  |  |  |                                   |  |  |  |                 |  |  |  |                                                                                                                                                                                      |  |  |  |               |  |  |  |                 |  |  |  |     |  |  |  |      |  |  |  |    |  |  |  |



Plotted By: Adams, Nik Date: December 15, 2023 01:34:27pm File Path: C:\Users\Nik\Documents\Dropbox\HighPointe Ranch Phase 1A Landscape Set - Standard\NBA\_LH\_3.0\_Variance.dwg

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.

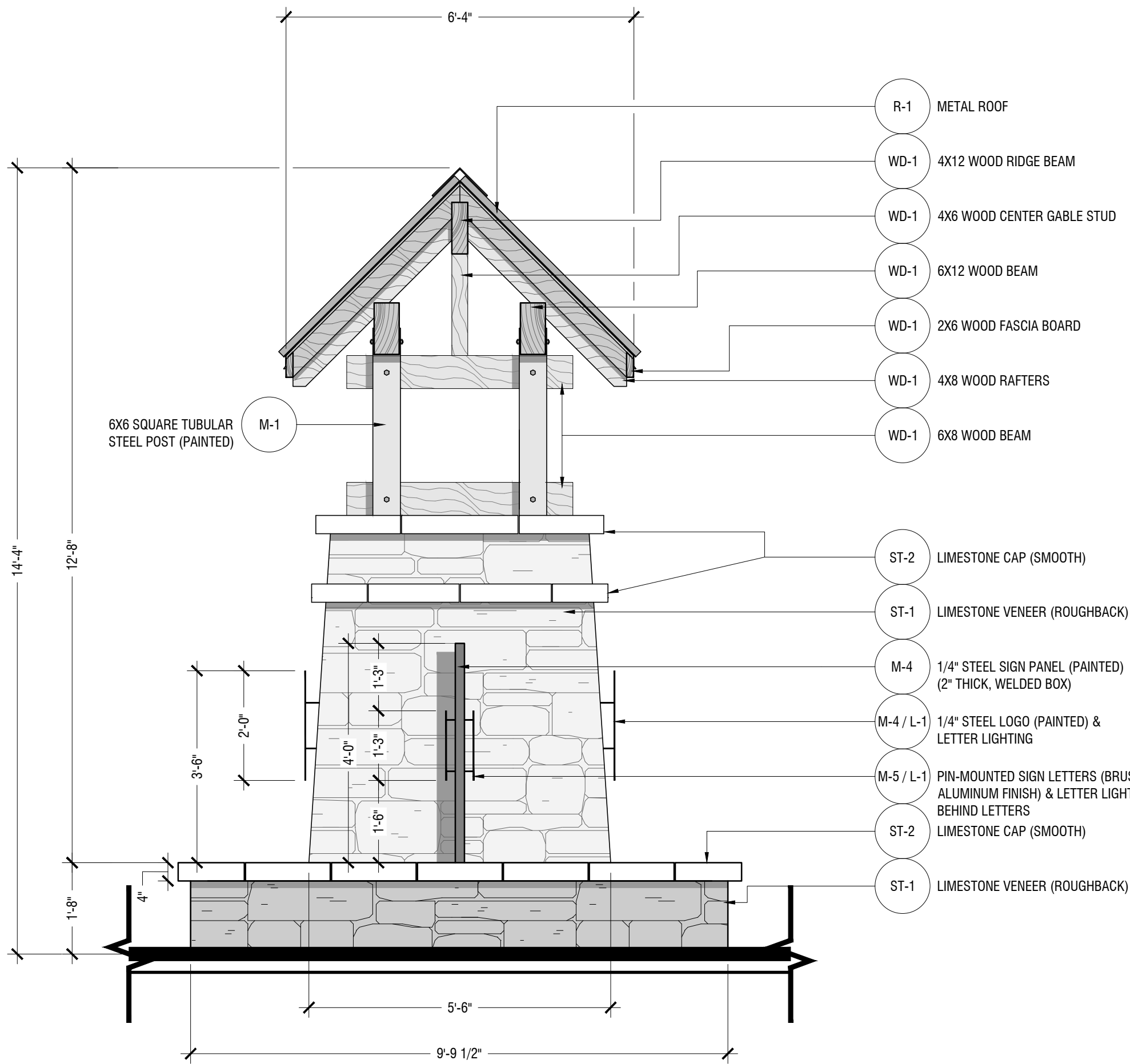
**NOTE:**  
1. STRUCTURAL ENGINEERING BY OTHERS.  
2. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT.



SECONDARY COMMUNITY ENTRY SIGN: SIDE ELEVATION

Scale: 1/2" = 1'-0"

A



SECONDARY COMMUNITY ENTRY SIGN: FRONT ELEVATION

Scale: 1/2" = 1'-0"

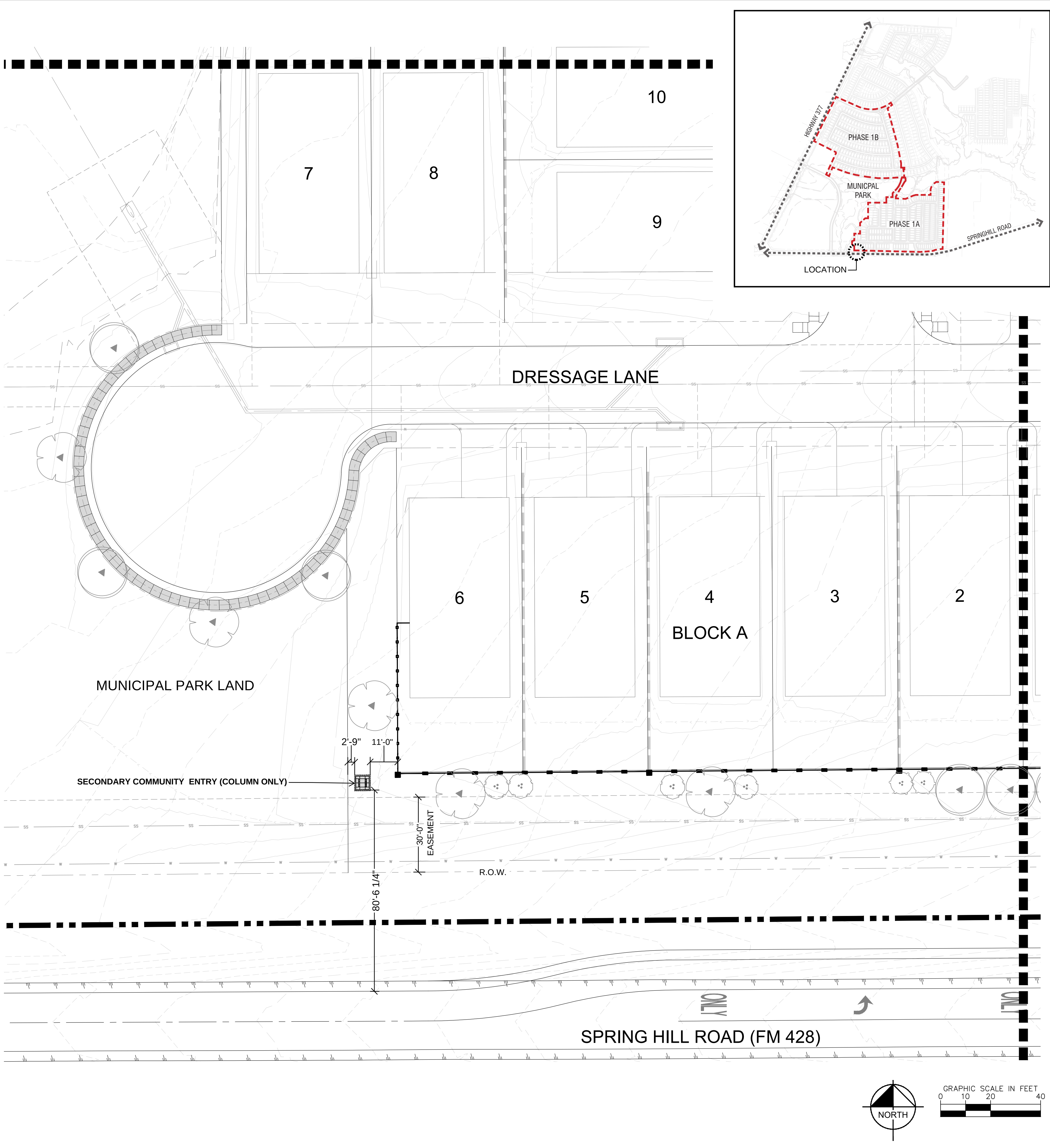
B

|   |                                                                                   |                                   |                          |                       |          |                                                                                                                                                                                                                             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|-----------------------------------------------------------------------------------|-----------------------------------|--------------------------|-----------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 4 | HIGHPOINTE RANCH<br>PHASE 1A: LANDSCAPE<br>CITY OF AUBREY<br>DENTON COUNTY, TEXAS | SECONDARY COMMUNITY<br>ENTRY PLAN | KHA PROJECT<br>063451861 | DATE<br>DECEMBER 2023 | 12/15/23 | <div>Kimley»»Horn</div> <div>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br/>6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034<br/>PHONE: 972-335-3580<br/>WWW.KIMLEY-HORN.COM<br/>TEXAS REGISTERED ENGINEERING FIRM F-928</div> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|-----------------------------------------------------------------------------------|-----------------------------------|--------------------------|-----------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|



Plotted By: Adams, Nik Date: December 15, 2023 08:40:48am File Path: K:\FRL\Civil\063451861-High Pointe Ranch Landscape\DESIGN\04\_CD\Phase 1A\Plansheet\Varience Request\_Signage.dwg

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.



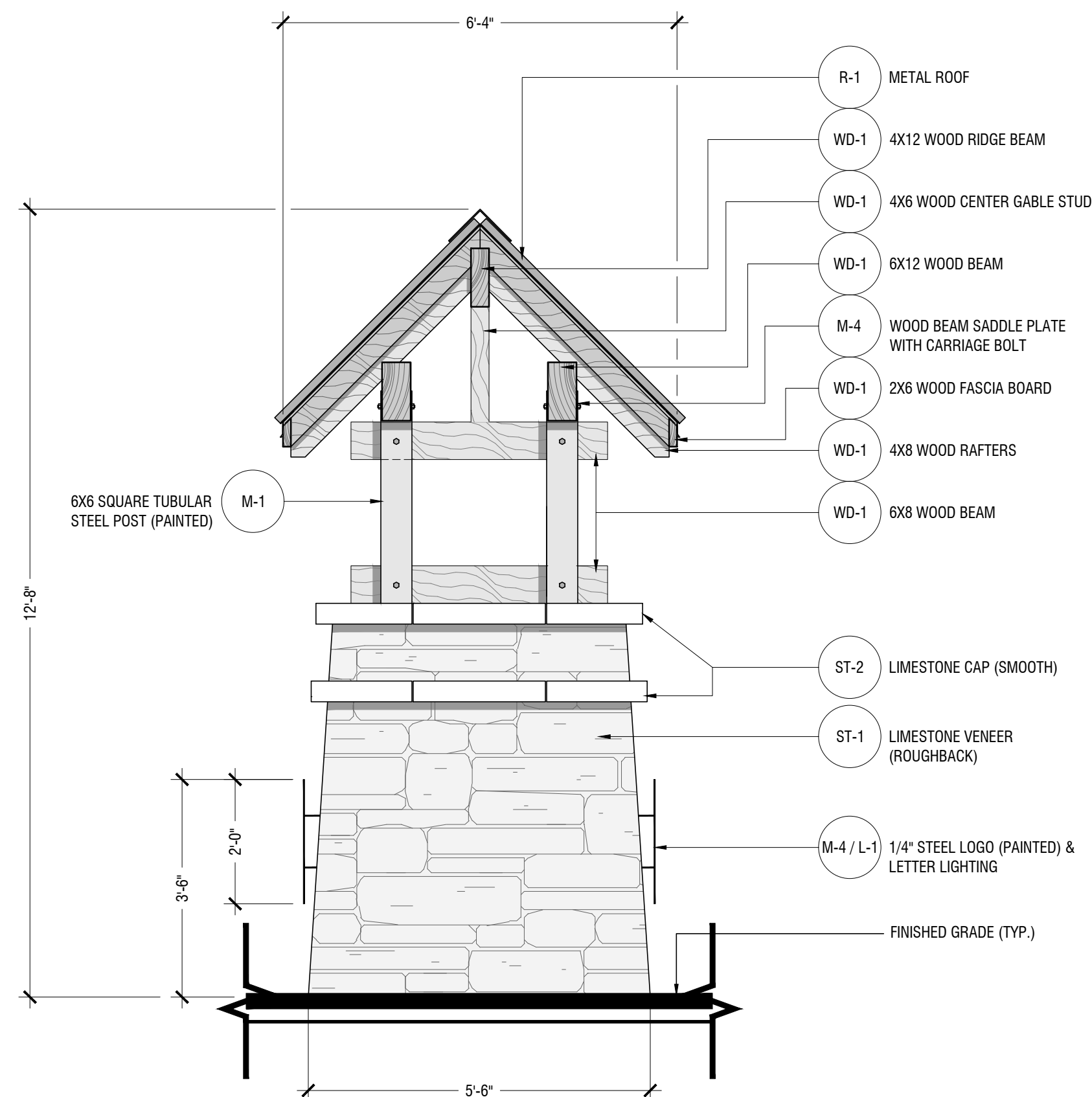
|   |                                                                                       |                                                    |                          |  |                                                                                                                                                                                                                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|---------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 5 | HIGHPOINTE RANCH<br>PHASE 1A: LANDSCAPE<br><br>CITY OF AUBREY<br>DENTON COUNTY, TEXAS | SECONDARY COMMUNITY<br>ENTRY PLAN<br>(COLUMN ONLY) | KHA PROJECT<br>063451861 |  | <br>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br>6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034<br>PHONE: 972-335-3580<br>WWW.KIMLEY-HORN.COM<br><br>TEXAS REGISTERED ENGINEERING FIRM F-928 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|---------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|



Plotted By: Adams, Nik Date: December 15, 2023 01:32:00pm File Path: C:\Users\Nik\adams\Dropbox\HighPointe Ranch Phase 1A Landscapes Set - Standard\PIA\_LH\_3.01\_Variance.dwg

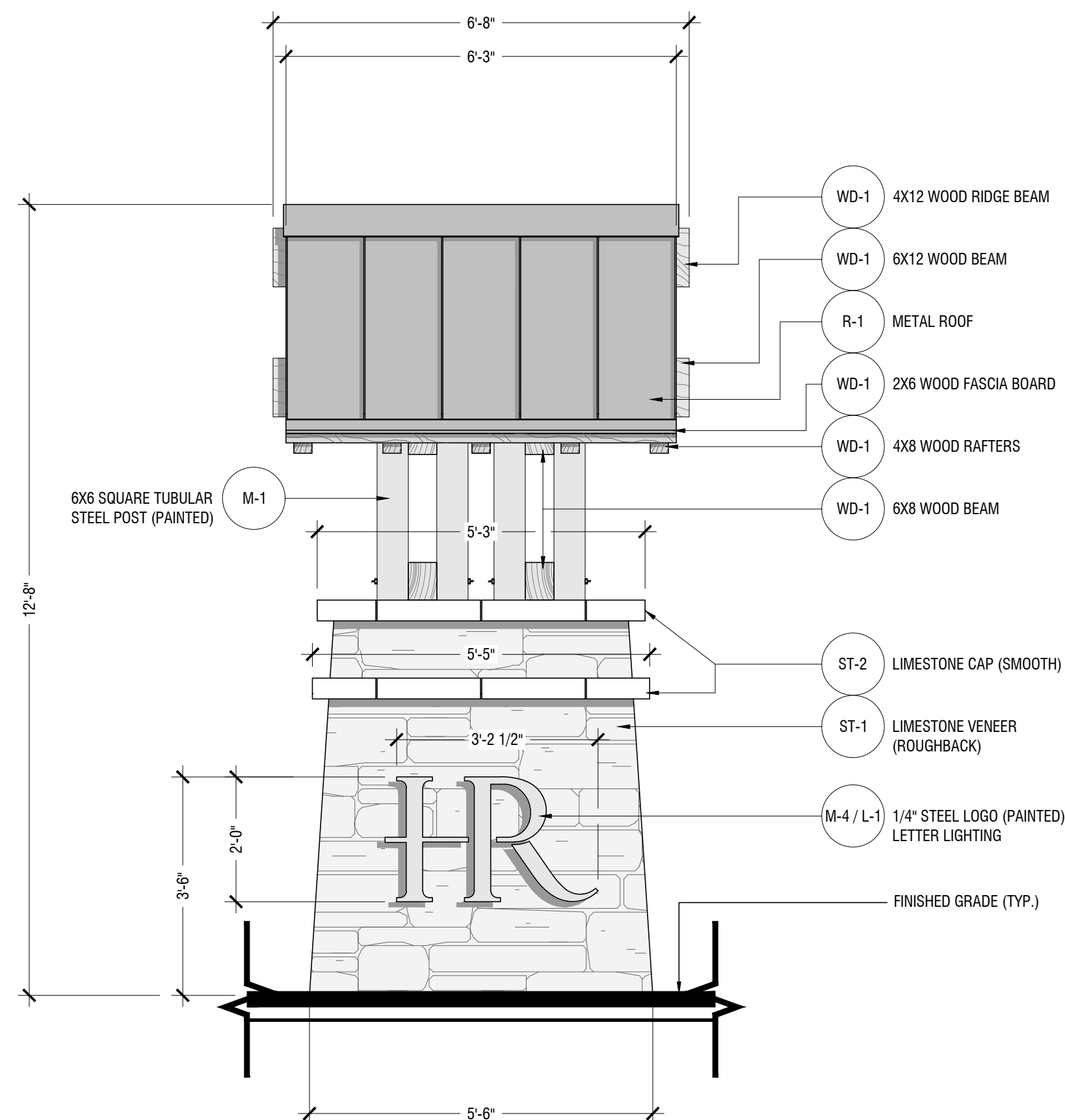
**NOTE:**

1. STRUCTURAL ENGINEERING BY OTHERS.
2. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT.



### SECONDARY COMMUNITY ENTRY COLUMN: FRONT ELEVATION

Scale: 1/2"=1'-0"



## SECONDARY COMMUNITY ENTRY COLUMN: SIDE ELEVATION

Scale: 1/2"=1'-0"

# A

SECONDARY COMMUNITY  
ENTRY PLAN  
(COLUMN ONLY)

HIGHPOINTE RANCH  
PHASE 1A: LANDSCAPE  
CITY OF AUBREY  
DENTON COUNTY, TEXAS

6

[illegible]

# Kimley»»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.  
6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034  
PHONE: 972-335-3580  
WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM F-928



**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

Consideration and action on a First Amended and Restated Development Agreement between the City and Lennar Homes of Texas Land and Construction, Ltd.

**Staff Contact**

Leanne Wilson, Director of Public Works and Development Services  
lwilson@aubreytx.gov

---

**Summary**

The City entered into a Development Agreement dated April 1, 2024. The owner agreed to dedicate an approximate 0.81 acre tract of land (Reference, Section 3.6, "Dedication of Site").

After the execution of the Development Agreement, due to TxDOT regulations on driveway distances and nearby development, changes in the layout of a roadway are required. This layout affects the land dedication to the City. The owner provided three options to relocate the land dedication. The relocation of the land dedication from the northern property boundary to the southern property boundary netted the City 0.97 acres, exceeding the original dedication in the original agreement.

The staff is in agreement with the new location and recommends approval.

---

**Financial Summary**

None

---

**Staff Recommended Motion**

Approve

**Conditions**

N/A

FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
(Palomino – formerly Loyd Ranch)

This First Amended and Restated Development Agreement (this “Agreement”) is entered into by and between Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Owner”), and the City of Aubrey, Texas (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”).

**RECITALS**

**WHEREAS**, certain terms used herein are defined in Article I; and

**WHEREAS**, the City is a home rule municipality organized under the laws of the State of Texas located within Denton County; and

**WHEREAS**, Owner and the City (which are sometimes individually referred to as a “Party” and collectively as the “Parties”) desire to enter into this Agreement; and

**WHEREAS**, Owner is under contract to purchase approximately 47.3 acres of real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** attached hereto and has designated this project as the Palomino Development, formerly Loyd Ranch (the “Property”); and

**WHEREAS**, the Parties entered into a Development Agreement for the Property dated April 1, 2024 (the “Development Agreement”), and pursuant to Section 3.6, “Dedication of Site”, of the Development Agreement, Owner agreed to dedicate an approximate 0.81 acre tract of land, the location of which was identified in the Concept Plan, **Exhibit C**, attached thereto, such tract defined therein as the Dedicated Land; and

**WHEREAS**, subsequent to the execution of the Development Agreement, due to changes in the layout of a roadway within the proposed Development (defined below), the Parties agreed to make a change to the acreage and location of the Dedicated Land from the location identified in the Development Agreement; and

**WHEREAS**, the Owner and City have agreed that an approximate 0.97 acre tract of land located at the southeast corner of the Property as identified on the revised Concept Plan, attached hereto and incorporated herein as **Exhibit C**, should be dedicated to the City pursuant to Section 3.6 of this Agreement, and the Parties have determined that the Development Agreement should be amended to reflect the change in acreage and location of the Dedicated Land and to adopt a new **Exhibit C**; and

**WHEREAS**, the Development Agreement is hereby amended to adopt a new **Exhibit C**, (the “Concept Plan”) to identify the new location of the Dedicated Land; and

**WHEREAS**, the Property is currently located in the City’s extraterritorial jurisdiction (“ETJ”) and is not located in any other City’s ETJ or corporate limits; and

**WHEREAS**, the Owner does not intend to take any action to request or cause the removal of the Property from the City’s ETJ and Owner intends to cause the Property to be voluntarily annexed into the City’s corporate limits and develop the Property as a master planned single family residential community with some commercial uses (the “Development”) in accordance with the concept plan attached hereto as **Exhibit C** (the “Concept Plan”) and the development standards set forth in those certain proposed development standards attached hereto as **Exhibit D** (the “Development Standards”); and

**WHEREAS**, Mustang Special Utility District (“Mustang”) holds the certificates of convenience and necessity (the “CCNs”) to provide retail water and wastewater service to the Property and the Parties intend for Mustang to provide retail water and wastewater service to the Property; and

**WHEREAS**, the Development will require the construction of certain onsite and offsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping and trail systems; and land for all of the improvements (collectively, the “Public Improvements”), as detailed in **Exhibit E** attached hereto; and

**WHEREAS**, in consideration of Owner’s agreements contained herein, the City is agreeable to creating a public improvement district (“PID”) encompassing the Property to finance a portion of the cost of the Public Improvements in accordance with the provisions of this Agreement; and

**WHEREAS**, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Bond Indenture under which PID Bonds are issued, is agreeable to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the estimated cost of authorized Public Improvements as more specifically identified herein and referred to as the “Authorized Improvements” and the costs associated with the administration of the PID and the issuance of the PID Bonds); and (iii) issue, in multiple series, if necessary, up to a maximum of **FIFTEEN MILLION AND NO/100 DOLLAS (\$15,000,000.00)** principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as described herein; and

**WHEREAS**, the creation of a PID encompassing the Property will allow for greater amenities and public improvements to be provided to serve the Property; and

**WHEREAS**, after creation of the PID, all of the City’s administrative costs associated with the PID will be funded by the levy of PID assessments on the Property in accordance with the PID Act; and

**WHEREAS**, this Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code and it is the intent of this Agreement to establish certain legally binding



restrictions and commitments to be imposed upon the development of the Property, which shall survive annexation of the Property.

**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 adequacy of which are acknowledged, the Parties agree as follows:

## **ARTICLE I** **GENERAL TERMS AND DEFINITIONS**

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Assessment Ordinance means the ordinance approved by the City Council that levies Assessments on the Property in accordance with the PID Act to pay for the costs of the Authorized Improvements set forth in the SAP as well as the costs associated with the issuance of the PID Bonds, which provide a special benefit to the Property.

Authorized Improvements means the water, sewer, drainage, and roadway infrastructure and facilities needed to serve and fully develop the Property and to be constructed by the Owner on behalf of the City, including but not limited to the Public Improvements included in Exhibit E attached hereto and included in the approved Service and Assessment Plan.

Bond Indenture means a trust indenture by and between the issuer of the PID Bonds and a trustee bank under which the PID Bonds are issued and funds disbursed.

Building Codes means building, plumbing, electrical, mechanical, fire, and property maintenance codes adopted by the City and uniformly enforced within the City's corporate boundaries, in effect as of the date a building permit is requested.

CCN or CCNs mean certificates of convenience and necessity.

City means the City of Aubrey, Texas, a home rule municipality located in Denton County, Texas.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Dedicated Public Improvements is defined in Section 4.3.

Closing or Closing Date means a date on or before December 15, 2024 upon which Owner purchases the Property in fee simple.

Concept Plan means the new concept plan attached to this First Amended and Restated Development Agreement as **Exhibit C**, and as may be amended from time to time by ordinance during the zoning process for the Property.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Eminent Domain Fees is defined in Section 4.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Final Plat means the final plat for the Property approved by City.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Improvements and for which a final plat has been approved by the City and recorded in the real property records of Denton County.

Governing Regulations has the meaning set forth in Section 2.1 of this Agreement.

Impact Fee means water, sewer, and/or roadway or other impact fees adopted by the City via ordinance pursuant to State law, which shall be due and payable to the City in accordance with the City's applicable ordinances, each individually referred to as "Water Impact Fee," "Sewer Impact Fee" or "Roadway Impact Fee".

Mustang means Mustang Special Utility District,

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 9.1.

Park Development Fee(s) means those fees identified in Section 5, "Park Land and Public Facility Dedication" of Article 4, "Public Sites and Open Spaces" of the City's Subdivision Ordinance, as amended from time to time, of the City of Aubrey, Texas Code of Ordinances.

Parties means the Owner and the City.

Party means the Owner or the City.

PID means the Public Improvement District encompassing the Property to be created by the City pursuant to the PID Act.

PID Act means Chapter 372 of the Texas Local Government Code, as amended.

PID Assessment(s) or Assessment(s) means a special assessment levied by the City within the PID pursuant to the PID Act, pursuant to an Assessment Ordinance, to pay for a specific portion of the PID Project Costs.

PID Bonds means the assessment revenue bonds issued by the City through the PID to finance the Authorized Improvements that are constructed for the benefit of the PID and are secured solely from the Assessment Revenues.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

PID Service and Assessment Plan means the PID service and assessment plan adopted by City Council, as may be amended or updated annually, to assess allocated costs of improvements against the Property located within the boundaries of the PID, and which has terms, provisions and findings approved and agreed to by Owner and the City in accordance with the PID Act.

Property means the real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Improvements means those onsite and offsite public improvements intended to serve and benefit the Property as detailed in **Exhibit E** attached hereto, as may be amended from time to time, which are permitted to be funded under the PID Act and shall be further described in the service and assessment plan to be prepared for the PID, or as identified in the Final Plat

Reimbursement Agreement means the agreement as authorized by the PID Act which provides for the reimbursement to Owner for those costs of design, engineering, acquisition and construction of the Public Improvement paid by Owner and providing for the issuance of PID Bonds to reimburse Owner for the costs of the Public Improvements paid by Owner.

Roadway Facilities means arterial or collector streets or roads that have been designated on the city's officially adopted Master Thoroughfare Plan and the City's adopted Capital Improvement Plan, together with all necessary appurtenances.

Subdivision Regulations means the City's current subdivision ordinance and all amendments thereto.

Water and Wastewater Public Improvements shall mean the water and wastewater public infrastructure identified on the approved Final Plat as part of the system owned and operated by Mustang Special Utility District, constructed by Owner and dedicated to Mustang.

## **ARTICLE II** **DEVELOPMENT REGULATIONS**

2.1 Governing Regulations. Development of the Property shall be governed solely by the following (collectively, the "Governing Regulations"):

(a) the Concept Plan attached hereto as **Exhibit C**, as amended from time to time by ordinance approved by the City as part of the zoning process for the Property or in accordance with this Agreement;

(b) the Development Standards attached hereto as **Exhibit D**;

(c) the Subdivision Regulations;

(d) the Building Codes;

(e) approved Final Plats for all or a portion of the Property; and

(f) applicable federal and state regulations.

## 2.2 Enforcement of Regulations.

(a) The City will enforce the Subdivision Regulations and the Building Codes on the Property in the same manner in which the codes are enforced upon other property within the City's corporate boundaries, except as modified herein.

(b) The City will enforce the Governing Regulations on the Property in the same manner in which duly enacted zoning regulations are enforced within the City's corporate boundaries, except as expressly modified herein. The Property shall be subject to all ordinances of the City upon annexation.

(c) Prior to sale of any lot within the Property, the elevation requirements provided in **Exhibit F** hereto shall be filed by Owner as a deed restriction to ensure compliance with such elevation requirements and building material regulations.

## 2.3 Homeowner's Association Required.

(a) Owner shall create a sustainable and mandatory homeowner's association for the Property that requires membership by all of the owners of a lot within the Property that is subject to the special assessments being levied related to the PID (the "HOA").

(b) The HOA shall own and be responsible for the maintenance of any private streets, appurtenances, and open spaces/common areas, HOA owned lots, such as entry medians, amenities, and facilities within the Property.

(c) The HOA shall have covenants and bylaws, which must be approved by the City. The HOA 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 homeowner's association must be recorded with the County Clerk for Denton County.



(d) Pursuant to Section 4.2, the HOA shall collect and remit to the City the Solid Waste Fees (defined below).

## 2.4 Conflicts.

(a) In the event of any conflict between this Agreement and any 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.

(b) In the event of any conflict between the Development Standards and any other part of the Governing Regulations, the Development Standards shall control.

## **ARTICLE III** **DEVELOPMENT CHARGES; OVERSIZING; IMPACT FEES; OPEN SPACE**

3.1 Development Charges. Except as specifically described below, Owner shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City whether in effect on the date of this Agreement or implemented at a later date.

3.2 Oversizing. The City shall be responsible for all costs of any change to increase the size of any portion of the roadway and storm water Public Improvements to a size greater than is necessary to serve the Development. Oversizing shall be at the sole discretion of the City as determined necessary by the City to meet the City's present or future capacity needs.

3.3 Impact Fees. The City shall collect and retain all applicable Impact Fees generated from building permits on the Property. Impact Fees shall be assessed at the time of platting and collected by the City at the time of issuance of a building permit. Notwithstanding the foregoing or anything herein to the contrary, to the extent that Owner constructs Roadway Facilities that are eligible for Roadway Impact Fee reimbursement to Owner pursuant to City Ordinance and State law (the "Eligible Roadway Facilities"), the Roadway Impact Fees collected by the City for such Eligible Roadway Facilities shall be remitted to Owner. Owner and the City agree that once Owner has been reimbursed for its actual costs of Eligible Roadway Facilities for the Project, the City shall continue to collect Impact Fees but no longer remit such Roadway Impact Fees to Owner.

3.4 Open Space. The City agrees that Owner shall be allowed to plan and design open spaces to be compliant with the open spaces designated on the Concept Plan attached hereto as **Exhibit C**. The City and Owner further agree that a minimum of five (5) acres shall be designated as open spaces, including the detention pond, as shown on **Exhibit C** attached hereto. Owner further agrees to dedicate at no cost to the City the community playground, private open space, and trails shown on **Exhibit C** (the "City Dedications").

3.5 Park Land Dedication and Park Development Fees. Owner agrees to construct such parks, landscaped and/or open space, and other recreational facilities as shown on the Concept Plan attached hereto as **Exhibit C**. Notwithstanding anything contained within Section 5, "Park Land and Public Facility Dedication" of Article 4, "Public Sites and Open Spaces" of the City's

Subdivision Ordinance (hereinafter “Section 5”) to the contrary, the City agrees that, as consideration for Owner’s dedication to the City of the City Dedications detailed in Section 3.4 and the Dedicated Tract (hereinafter defined) detailed in Section 3.6, Owner shall not be obligated to dedicate any additional land to the City or pay any fees in lieu of dedication. Owner shall, however, pay Park Development Fees in the amount of \$2,500.00 per dwelling unit pursuant to Section 5, which amount shall be locked in and unmodified for the duration of the term of this Agreement. The amount of land dedicated or cash payment in lieu of such land dedication and the amount of Park Development Fees paid by Owners hereunder has been negotiated by the Parties, and no future act by the City imposing Park Development Fees or regulating dedication of public sites or open spaces shall modify such agreed upon terms set forth in this Agreement. All payments due under this Section 3.5 shall be paid by Owner and all land to be dedicated under this Section 3.5 shall be transferred via special warranty deed to the City prior to the City’s filing of the Final Plat. Prior to Owner’s dedication of any land to the City in accordance with this Section 3.5, Owner shall not encumber such parcels and shall furnish documentation acceptable to the City upon request by City.

3.6. Dedication of Site. Owner has agreed to dedicate at no cost to City an approximate 0.97 acre tract of land identified on the new Concept Plan attached hereto as **Exhibit C**, (the “Dedicated Tract”), for use by City for any general municipal purpose or for economic development purposes. The use of the Dedicated Tract for either general municipal purposes or economic development purposes shall be in the sole discretion of the City, and the City in its sole discretion may: (i) retain the Dedicated Tract for municipal purposes or economic development purposes; (ii) transfer ownership of the Dedicated Tract to the Aubrey Municipal Development District with the restriction that the Dedicated Tract shall be used for economic development purposes; or (iii) transfer ownership of the Dedicated Tract to a third party pursuant to an agreement entered into under Chapter 380 of the Texas Local Government Code for economic development purposes. Prior to dedication of the Dedicated Tract to the City, Owner shall not encumber the Dedicated Tract and shall furnish documentation acceptable to the City upon request by City.

#### **ARTICLE IV**

#### **WATER AND SEWER SERVICE; OTHER PUBLIC SERVICES; PUBLIC IMPROVEMENTS; DEDICATION OF PUBLIC LAND**

4.1 Water and Sewer Service; Billing. Mustang shall be the retail provider of water and sewer service under water CCN No. 11856 and sewer CCN No. 20930 to the customers located within the Property.

4.2 Solid Waste Services. Owner agrees that solid waste and recycling services to the Property shall be provided by City’s approved solid waste franchise service provider pursuant to the terms of the City’s approved franchise ordinance and agreement (the “Franchise Agreement”), and that fees due under the Franchise Agreement shall be billed to the Property (the “Solid Waste Fees”). Billing services for collection of Solid Waste Fees are provided by Mustang as part of Mustang’s billing process for water and sewer service, and Solid Waste Fees are remitted to City in accordance with a separate interlocal agreement between the City and Mustang (the “City/Mustang ILA”). In the event that the City/Mustang ILA terminates, within forty-five (45)

days of receipt of the City's written request, Owner shall cause the HOA to enter into a written agreement with City to provide for collection and remittance of Solid Waste Fees.

4.3 Public Improvements. The City and Owner hereby agree that all Water and Wastewater Public Improvements shall be designed, constructed and installed by Owner in compliance with Mustang's rules and regulations. Except as otherwise expressly provided for in this Agreement, all Roadway Facilities, including without limitation roadway and storm water improvements, and other Public Improvements, excluding Water and Wastewater Public Improvements (the "City Dedicated Public Improvements"), shall be designed, constructed and installed by Owner in compliance with the Governing Regulations. Construction and/or installation of Roadway Facilities and storm water Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City in accordance with standard City procedures, and City has received written notice from Mustang that specifications for all Water and Wastewater Public Improvements have been approved by Mustang. Owner shall provide or cause a single general contractor to provide a two-year maintenance bond following completion of the City Dedicated Public Improvements, which bond shall run in favor of the City responsible for maintenance of the City Dedicated Public Improvements. To the extent easements or rights-of-way are needed within the Property for City Dedicated Public Improvements, they shall be dedicated by Owner to the City at no cost to the City. The City Dedicated Public Improvements shall be installed within easements granted to the City or in the public right of way. The size of the City Dedicated Public Improvements shall be sized as finally determined by the City's engineer and could vary from the estimated sizes reflected in Exhibits E, and any costs associated with oversizing such City Dedicated Public Improvements to serve property outside the Development will be borne by the City.

#### 4.4 Inspections, Acceptance of Public Improvements.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Improvements, and any related Public Improvements necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the Governing Regulations. Owner shall pay infrastructure inspection fees in accordance with the City of Aubrey Code of Ordinances. All City Dedicated Public Improvements shall be dedicated to and become the property of City upon City's final acceptance of such improvements, and after final acceptance and expiration of any warranty period, shall be maintained by City in accordance with the terms of this Agreement. Roadway improvements include storm drainage infrastructure, sidewalks, traffic control devices and signage.

(b) Water and Wastewater Public Improvements. Mustang shall have the sole right to inspect the construction of all Water and Wastewater Public Improvements and the sole obligation to maintain all Water and Wastewater Public Improvements after acceptance.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(d) City Owned. From and after the inspection and acceptance by the City of the City Dedicated Public Improvements and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Mustang Owned. Pursuant to the provisions of Section 372.023 of the PID Act, the City does consent to and approve of Owner conveying to Mustang all water and wastewater Public Improvements which are a part of the Authorized Improvements. From and after the inspection and acceptance by Mustang of the water and wastewater Public Improvements, such improvements shall be owned and maintained by Mustang.

(f) Approval of Plats/Plans. All plats, permits, plans, designs or specifications shall be subject to review and approval by the City in accordance with standard City processes upon payment of applicable fees and shall be in accordance with the Governing Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Owner pursuant to this Agreement or pursuant to the Governing Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the Governing Regulations. Notwithstanding anything contained herein to the contrary, the City acknowledges that Owner may seek pump and haul services from Mustang until such time that the wastewater Public Improvements are completed to serve the Property, and the City hereby agrees not to withhold its approval of any plats, permits, plans, designs, specifications, certificates of occupancy, or any other approvals for which the City has authority pursuant to this Agreement due to such wastewater Public Improvements not yet being complete at the time of such approval. Owner further agrees that the City shall have no responsibility with respect to such pump and haul services.

4.5 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the City Dedicated Public Improvements. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, the Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees and costs of acquisition, including payment of landowner attorney fees as required by law or ordered by a Court (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation



procedures so that the Public Improvements can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. The City is not required to continue pursuing the eminent domain unless and until the Owner deposits additional Eminent Domain Fees with the City. In the event that Owner fails to fund the escrow account and/or due to changed circumstances the third-party rights-of-way, consents, or easements are no longer required such that City ceases eminent domain proceedings and such cessation of proceedings results in an obligation for the City to pay attorneys fees or other costs related to or arising out of the eminent domain proceedings, Owner shall pay all such fees and costs to City within five (5) business days of written notice from City of the amounts due as a result of such cessation. Any unused escrow funds will be refunded to the Owner within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

#### 4.6 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Improvements or any portion thereof, Mustang shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Improvements or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the Governing Regulations.

4.7 On-Site Rights-of-Way and Easements. Owner will transfer to the City any on-site rights-of-way and on-site easements necessary for Public Improvements at the time of adjacent development, or within one hundred twenty (120) days of the City requesting same for a City project.

### **ARTICLE V** **TERM**

The term of this Agreement shall be for a period of thirty (30) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding the foregoing or anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if Owner does not close on the purchase of the Property by December 15, 2024, or if Owner notifies the City in writing prior to December 15, 2024 that it will not purchase the Property.

**ARTICLE VI**  
**ANNEXATION AND POST-ANNEXATION MATTERS**

6.1 Annexation. Within ten (10) days after the Closing Date, Owner agrees to submit or to cause the submission of a voluntary annexation petition for the Property. Owner 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. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, Owner shall execute another voluntary annexation petition for the Property within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this Agreement, shall have submitted to Owner, and Owner shall review and approve, and this annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Owner.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Governing Regulations and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Governing Regulations and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent the Governing Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

**ARTICLE VII**  
**INFRASTRUCTURE FINANCING**

7.1. PID Financing. Subject to the provisions of this Agreement and subsequent to the Closing Date, the City agrees to create the PID, and to consider the funding of all or a portion of the Public Improvements that will confer a special benefit upon the Property. As soon as reasonably practicable following creation of the PID and a request by Owner, and subject to Section 7.3 below, the City agrees to issue PID Bonds.

(a) The Owner will submit a PID creation petition to the City after the Closing Date.

(b) PID funding of certain Public Improvements as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law, one or more of the following: (i) annual payments by the City to the Owner of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties.

(c) The Public Improvements to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the “PID Projects”).

(d) The total estimated cost of the PID Projects (the “PID Project Costs”) will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The City and the Owner will jointly determine the PID Project Costs (which shall not include City right-of-way acquisition costs) and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a Reimbursement Agreement that provides for the Owner’s construction of certain PID Projects and the City’s reimbursement to the Owner of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the terms set forth in Section 7.3 and upon the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 PID Notices. When selling any of the Property, Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, such Owner shall require builders selling homes to continuously post a notice of the PID assessments in a

conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

7.3 PID Bond Issuance. Owner may request issuance of PID Bonds by filing with the City a list of the PID Projects to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such PID Projects. Owner acknowledges that the City may require a professional services agreement that obligates Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bond Proceeds. The issuance of each series of PID Bonds is subject to the following conditions, as applicable, and subject to this Article VII:

(1) the adoption or amendment of the Service and Assessment Plan and an Assessment Ordinance levying assessments on all or any portion of the Property benefitted by such PID Projects in amounts sufficient to pay all costs related to such PID Bonds;

(2) the aggregate principal amount of all PID Bonds issued and to be issued for the PID shall not exceed FIFTEEN MILLION AND NO/100 DOLLARS (\$15,000,000.00) as shown on Exhibit E, except that said not-to-exceed amount may be adjusted based on actual interest rates and/or assessed values, subject to the limitations prescribed by this Section;

(3) the PID Bond Proceeds from each series of PID Bonds shall be in an amount estimated to be sufficient to fund the PID Projects for which such PID Bonds are being issued;

(4) if requested by the City, delivery by Owner to the City of a certification or other evidence from an independent appraiser or other professional acceptable to the City confirming that the special benefits conferred on the properties being assessed for the PID Projects increase the value of the property by an amount at least equal to the amount assessed against such property;

(5) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas;

(6) Owner is current on all taxes, assessments, fees and obligations to the City, including without limitation payment of Assessments;

(7) Owner is not in default under this Agreement or, with respect to the Property, any other agreement to which Owner and the City are parties;

(8) no outstanding PID Bonds are in default and no reserve funds have been drawn upon that have not been replenished;

(9) review and approval by the City of the plats and construction plans for the PID Projects for which the respective series of PID Bonds are being issued to fund;

(10) the Administrator has certified that the specified portions of the costs of the PID Projects to be paid from PID Bond Proceeds are eligible to be paid therewith;



(11) the PID Projects to be financed by the PID Bonds have been or will be constructed according to the Development Standards;

(12) the City has determined, in consultation with the City's Bond Counsel and Financial Advisor, that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, and that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds;

(13) simultaneous with closing the PID Bonds, Owner shall either (i) fund or cause the funding of or (ii) provide evidence of financial security sufficient to fund the Authorized Improvements to the extent that the Authorized Improvements have not already been completed and paid for to the extent that the PID Bonds are insufficient to fund such Authorized Improvements;

(14) the City has determined, in consultation with the City's Financial Advisor, that the amount of proposed PID Assessments and the structure, terms, conditions, and timing of the issuance of the PID Bonds are suitable and reasonable for the PID Project Costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy;

(15) the City has determined, in consultation with the City's Bond Counsel and Financial Advisor, that the method of sale, investor suitability requirements, minimum bond denominations, and bond transferability restrictions are reasonable and meet all regulatory and legal requirements applicable to the issuance of the PID Bonds;

(16) the maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof;

(17) the final maturity for any PID Bonds shall be not later than 45 years from the date of this Agreement;

(18) no information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City;

(19) Owner agrees to provide periodic information and notices of material events regarding Owner and Owner's development of the Property within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any Owner Continuing Disclosure Agreement;

(20) Owner is not in default under a Owner Continuing Disclosure Agreement;

(21) the maximum tax equivalent assessment rate for the assessment levy shall not exceed the greater of (i) \$0.54 per \$100 of projected buildout taxable assessed value per parcel, or (ii) an amount equal to \$1.00 minus the City's ad valorem tax rate per \$100.00 of projected buildout taxable assessed value per parcel;

(22) for the issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded and the maturity of the PID Bonds refunded;

(23) the City's consulting engineer determines that the PID Projects Cost shown on **Exhibit E**, as updated and amended, are reasonable;

(24) except for the first phase of the Development, Owner has completed and the City has accepted the PID Projects for the previous phase of the Development.

#### 7.4. Qualified Tax-Exempt Status.

##### (a) Issuance of PID Bonds Prior to City Obligations.

(1) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing of the PID Bonds (the "Estimated Costs"). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-qualified tax exempt obligations ("non-QTEO"). Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Owner in an amount equal to the Estimated Costs. Owner, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) fifteen (15) business days after the date of said invoice, or (ii) five (5) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until Owner has paid the invoice related to the PID Bonds then being issued.

(2) Upon the City's approval of the City Obligations, the financial advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph.

##### (b) Issuance of City Obligations Prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the financial advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately twenty (20) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Owner: (1) in an amount equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Owner, in turn, shall remunerate to the City the amount shown on said invoice at least five (5) days prior to the pricing date indicated on the invoice. If Owner fails to pay the Estimated Costs as required under this paragraph, the City,

at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, the financial advisor shall calculate the actual Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to Owner. If the Additional Costs are more than the Estimated Costs, Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice.

(3) To the extent any developer(s) or property owner(s) (including Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including Owner, as applicable) as necessary so as to put all developers and property owners (including Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (d), below, said reimbursement to be made by the City within fifteen (15) business days after its receipt of such subsequent payments of such Additional Costs.

(4) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of Owner's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to Owner. The portion owed by Owner shall be determined by dividing the total proceeds from any debt issued on behalf of Owner in such calendar year by the total proceeds from any debt issued by the City for the benefit of all developers (including Owner) in such calendar year.

## **ARTICLE VIII**

### **EVENTS OF DEFAULT; REMEDIES**

8.1 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 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 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, 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 of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 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, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

## **ARTICLE IX**

### **ASSIGNMENT AND ENCUMBRANCE**

#### 9.1 Assignment by Owner to Successor Owners.

(a) After the Closing Date, Owner has the right (from time to time without the consent of the City, but upon prior 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 “Owner Assignee”) that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the “Owner” and a “Party,” and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner 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 copy of the assignment.

(c) 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.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee’s Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.



9.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a “City Assignee”). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least fifteen (15) days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within fifteen (15) days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee’s Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Encumbrance by Owner and Assignees. Owner and Owner 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 prompt 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 (hereinafter defined) 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.

9.4 Transfer of Warranties. Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements.

9.5 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 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 a “Owner” and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. 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.

## **ARTICLE X**

### **RECORDATION AND ESTOPPEL CERTIFICATES**

10.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Denton County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a Fully Developed and Improved Lot (an “End-Buyer”) and shall not negate the End-Buyer’s obligation to comply with the City’s Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City \$500 at the time of the Owner’s request for an estoppel certificate for each request in excess of one (1) per calendar year.

## **ARTICLE XI**

### **ADDITIONAL PROVISIONS**

11.1 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 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

11.2 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 transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

With a copy to:

Attn: Patricia Adams  
City Attorney  
Messer Fort, PLLC  
6371 Preston Road  
Suite 200  
Frisco, Texas 75034  
Email: patricia@txmunicipallaw.com

With a copy to:                      Attn: Mindy L. Koehne  
Coats Rose, P.C.  
14755 Preston Road, Suite 600  
Dallas, Texas 75254  
Email: [mkoehne@coatsrose.com](mailto:mkoehne@coatsrose.com)

11.3 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.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 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 Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner 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.

11.6 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.

11.7 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.

11.8 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. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

11.9 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.

11.10 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.

11.11 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.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

|           |                                   |
|-----------|-----------------------------------|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Depiction of the Property         |
| Exhibit C | Concept Plan                      |
| Exhibit D | Development Standards             |
| Exhibit E | Public Improvements               |
| Exhibit F | Elevation Requirements            |
| Exhibit G | Open Space Plan                   |

11.13 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.

11.14 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 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 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.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.17 City Acknowledgment of Receipt of 1295 Form. Pursuant to Texas Government Code Section 2252.908, the City hereby acknowledges that Owner has delivered to the City signed and completed Texas Ethics Form 1295 and certifications of filing with the Texas Ethics Commission.

11.18 Certifications. Owner certifies:

- (a) Pursuant to Texas Government Code Chapter 2271, as amended, Owner verifies that at the time of execution and delivery of this Agreement and for the term of this



Agreement, neither Owner, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term “boycott Israel” as used in this paragraph has the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended; and

- (b) Pursuant to Texas Government Code, Chapter 2252, as amended, Owner represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Owner, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87<sup>th</sup> Texas Legislature, Regular Session, and redesignated by House Bill 4595, 88<sup>th</sup> Texas Legislature, Regular Session), Owner certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.
- (d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87<sup>th</sup> Texas Legislature, Regular Session, “SB 19”), Owner certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[signatures on following pages]

EXECUTED by the City and Owner on the respective dates stated below.

Date: \_\_\_\_\_

**CITY OF AUBREY, TEXAS**

By: \_\_\_\_\_  
Chris Rich, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Hicks, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Patricia Adams, Attorney for City

STATE OF TEXAS                   §  
                                             §  
COUNTY OF DENTON           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Chris Rich, the Mayor of the City of Aubrey, Texas, on behalf of said City.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

**OWNER:**

LENNAR HOMES OF TEXAS LAND AND  
CONSTRUCTION, LTD.,  
a Texas limited partnership

By: U.S. Home LLC,  
a Delaware limited liability company  
its General Partner

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

Name: \_\_\_\_\_

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, \_\_\_\_\_ of U.S. Home LLC, a Delaware limited liability company, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(SEAL)

**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**

**EXHIBIT A**

**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the J. Bridges Jr. Survey, Abstract No. 36, City of Aubrey ETJ, Denton County, Texas, and being the remainder of a called 53.35 acre tract of land described in a deed to Sandra Gay Loyd, as recorded in Instrument No. 2015-76654 of the Official Records of Denton County, Texas, and affected by Termination/Reconveyance of Life Estates recorded in Instrument No. 2023-106643 of the Official Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 53.35 acre tract, common to the northeast corner of Silverado Phase 6, according to the plat thereof recorded in Instrument No. 2021-153 of the Official Records of Denton County, Texas, same being on the current westerly right of way line of F.M. 2931, a variable width right of way;

**THENCE** North 88°56'21" West, departing the current westerly right of way line of said F.M. 2931, along the southerly line of said 53.35 acre tract, the northerly line of said Silverado Phase 6 and the northerly line of Silverado Phase 7, according to the plat thereof recorded in Instrument No. 2021-242 of the Official Records of Denton County, Texas, a distance of 2,464.96 feet to the southwest corner of said 53.35 acre tract, common to the northwest corner of said Silverado Phase 7, being on the easterly line of a tract of land described as Parcel 2, Tract 3 in a deed to Aubrey Aggregates LLC, as recorded in Instrument No. 2017-115329 of the Official Records of Denton County, Texas, and on the easterly line of a 50 foot wide City of Aubrey Easement and Right of Way recorded in Instrument No. 2020-76205 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod found for witness bears North 25°02' East, 0.21 feet;

**THENCE** North 02°01'46" East, along the westerly line of said 53.35 acre tract, the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, a distance of 933.89 feet to the northwest corner of said 53.35 acre tract, common to the southwest corner of a called 55.30 acre tract of land described in a deed to ALCM Construction, LLC, as recorded in Instrument No. 2019-139804 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for witness bears North 73°40' West, 0.23 feet;

**THENCE** South 89°20'47" East, departing the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, along the northerly line of said 53.35 acre tract, the southerly line of said 55.30 acre tract, and the southerly line of Pecan Creek Addition, Phase 1, according to the plat thereof recorded in Document No. 2020-349 of the Plat Records of Denton County, Texas, a distance of 1,606.55 feet to a 1/2 inch iron rod found for the northwest corner of a called 6.095 acre tract of land described in a deed to Britt Allen Loyd and April Diane Loyd, as recorded in Instrument No. 2018-15410 of the Official Records of Denton County, Texas;

**THENCE** South 00°41'47" West, departing the northerly line of said 53.35 acre tract and the southerly line of said Pecan Creek Addition, Phase 1, and along the westerly line of said 6.095 acre tract, a distance of 275.76 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for the southwest corner of said 6.095 acre tract;

**THENCE** South 86°08'34" East, along the southerly line of said 6.095 acre tract, a distance of 684.10 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for corner;

**THENCE** South 65°22'48" East, continuing along the southerly line of said 6.095 acre tract, a distance of 188.91 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 6.095 acre tract, being on the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931;

**THENCE** South 02°38'59" West, along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 0.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

**THENCE** South 08°21'37" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 100.50 feet to a 5/8 inch iron rod found for corner;

**THENCE** South 02°38'59" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 300.00 feet to a point for corner, from which, a 5/8 inch iron rod found for witness bears South 79°05' East, 0.46 feet;

**THENCE** South 03°03'39" East, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 100.50 feet to a 5/8 inch iron rod found for corner;

**THENCE** South 02°38'59" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 60.32 feet to the **POINT OF BEGINNING** and containing 47.275 acres (2,059,294 square feet) of land, more or less.



PROPOSED TXDOT RIGHT OF WAY LINE BASED UPON MAP PROVIDED BY TXDOT

47.275 ACRES

FM 2931

SILVERADO PHASE 6

SILVERADO PHASE 7

Boundary labels (clockwise from top-left):

- S89°20'47"E 1606.55'
- N0°41'47"E 275.76'
- N0°41'47"E 275.76'
- N86°08'34"W 684.10'
- N65°22'48"W 188.91'
- S8°21'37"W 100.50'
- S2°38'59"W 300.00'
- S3°03'39"E 100.50'
- N2°38'59"E 60.32'
- N88°56'21"W 2464.96'
- N2°01'46"E 933.89'

EXHIBIT B  
Property Exhibit  
Aubrey, Texas  
January 2024



**EXHIBIT C**  
**CONCEPT PLAN**



## **EXHIBIT D**

### **DEVELOPMENT STANDARDS**

#### **Exhibit D - Development Standards.**

##### **1.1 Development Standards**

The purpose and intent of these Development Standards are to provide quality subdivision development with residential uses for the Property. Capitalized terms not otherwise defined in Exhibit D have meanings given such terms in the Development Agreement to which Exhibit D is attached.

All streets, sidewalks, drainage ways, water and sewer lines, and improvements shall be designed, placed, and constructed in accordance with the Standard Specifications for City of Aubrey, North Central Texas Council of Government (NCTCOG), with all amendments thereto, except as amended or directly conflicted by these Development Standards. To the extent that there is a direct conflict between the regulations herein, and those found elsewhere, the regulations found herein shall control development within this property.

##### **1.2 General Regulations**

- a. All regulations for The Loyd Property not redefined by these Planned Development Standards shall conform to the regulations set forth in the City of Aubrey Zoning Ordinance with base zoning SF75 – Single Family Residential District and GR – General Retail.
- b. The Loyd Property shall comply with the Subdivision Ordinance as it exists on the effective date of this agreement, or as amended.
- c. A homeowners association shall be established and shall be responsible for the ownership and maintenance of all Common Areas.
- d. The maximum number of single-family residential lots within this development shall be 300. The layout for this development is shown on Exhibit C, Concept Plan.
- e. Residential street sections shall be 31' B-B and commercial collector streets shall be 37' B-B.
- f. Early Grading Permit. Owner will be granted an early grading permit following the submission of the following to the City: response to the first round of civil engineering comments and the SWPPP. Owner acknowledges the grading permit is an "at-risk" permit, and that revisions to the civil engineering drawings and grading operations due to subsequent City comments or revisions by Engineer of Record may be necessary.
- g. Construction Permit. The City shall review and approve construction plans prior to annexation, zoning, and preliminary plat approval. Owner may commence construction prior to annexation, zoning, and preliminary plat approval, so long as such construction is consistent with the terms of the Development Agreement and associated exhibits; however, final acceptance by the City of any improvements shall not occur until after annexation, zoning, and preliminary plat approval have occurred.
- h. A minimum of 30 off-street parking stalls shall be provided throughout the development.

### 1.3 Planned Development Regulations.

**Single-Family.** The following regulations will govern the design and development of the Property.  
The following lot standards shall apply:

**a) SF-75 or as outlined herein:**

| Regulation                                          | Criteria   |
|-----------------------------------------------------|------------|
| 1. Minimum Lot Size -                               | 3,000 S.F. |
| 2. Minimum Lot Width (*) -                          | 30 feet    |
| 3. Minimum Lot Depth (**) -                         | 110 feet   |
| 4. Minimum Front Yard Setback -                     | 25 feet    |
| 5. Minimum Garage Setback -                         | 25 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 Structure Size -                        | 1,000 sf   |
| 11. Maximum Lot Coverage (***) -                    | 65 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 90 feet. Minimum Rear yard Setback along a “knuckle” or “cul-de-sac” shall be 5 feet.

\*\*\* Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

**Garages:** Each single-family dwelling unit shall provide a minimum one stall garage.

**Commercial.** This tract is intended to accommodate nonresidential uses following the City of Aubrey’s GR – General Retail zoning classification.

- a. Permitted Uses – The commercial tract shall develop under the provisions of the GR – General Retail Zoning District as outlined in Zoning Ordinance No. 135-87, as it currently exists, or as amended.
- b. The Northern Commercial tract shall be dedicated to the City, with a base zoning district of GR – General Retail and allow for Government Uses and Food Truck Park . The minimum lot depth shall be 100’ measured at the midpoint of the lot. No buffer yard along the northern property boundary is required.
- c. Variety stores are prohibited. Variety stores are defined as a store which sells at retail, an assortment of physical goods, products, or merchandise directly to the consumer, including food or beverages for off-premises consumption, household products, personal grooming and health products, and other consumer goods.

#### **1.4 Block Lengths**

The following block length requirements shall apply to the subject development. In general, intersecting streets determining the block length and widths shall be provided at such intervals as to serve cross traffic adequately and to meet existing streets. Where no existing subdivision establishes control, the block lengths shall not exceed those enumerated below. However, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied by the Planning and Zoning Commission, the length may be increased or decreased to meet the existing conditions, having due regard for connecting streets, circulation of traffic and public safety.

- a. Interior Block Length – No block face may be longer than fourteen hundred feet (1400'); however, Open Space with a width greater than forty feet (40') will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.
- b. Perimeter Block Length – Along the perimeter of the property the block face may be extended to two-thousand feet (2000'); however, Open Space with a width greater than forty feet (40') will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.

#### **1.5 Front Yard Landscaping Minimum Requirements.** The following landscaping requirements shall apply to the subject development for all front yards.

1. Trees. A minimum of one (1) – three-inch (3") caliper tree shall be provided measured twelve-inches (12") from the ground. The following tree shall be acceptable:
  - a. Pecan
  - b. Cedar Elm
  - c. Texas Red
  - d. Southern Live Oak
  - e. Bur Oak
  - f. Western Soapberry
  - g. Texas Ash
  - h. American Elm
  - i. Chinkapin Oak
  - j. Lacey Oak
  - k. Shumard Red Oak
  - l. Caddo Sugar Maple
  - m. Bald Cypress
  - n. Chinese Pistache
  - o. Lacebark Elm
  - p. Southern Magnolia
2. Shrubs. A minimum of ten (10) three-gallon to five-gallon shrubs shall be provided. The following shrubs and ornamental grasses shall be acceptable:
  - a. Agarita
  - b. American Beautyberry



- c. Coral Berry
- d. Texas Nolina
- e. Red Yucca
- f. Skeletonleaf
- g. Goldeneye
- h. Texas Sage
- i. Japanese Barberry
- j. Pampas Grass
- k. Compact Abelia
- l. Glossy Abelia
- m. Nellie R. Stevens Holly
- n. Dwarf Buford Holly
- o. Dwarf Yaupon
- p. Autumn Sage
- q. Mexican Bush Sage
- r. Russian Sage
- s. Japanese Privet
- t. Variegated Privet
- u. Japanese Boxwood
- v. Indian Hawthorn
- w. Rosemary
- x. Pink Muhly
- y. Mexican Feather Grass
- z. Purple Fountain Grass
- aa. Sea Green Juniper
- bb. Yucca

- 3. Lawn. Sod is required.
- 4. Irrigation. Irrigation is required.

#### **1.6 Exterior Wall Masonry**

- a. **Residential Structures.** All exterior walls of the residential structures, excluding doors, windows, and window units shall be masonry. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco.
- b. **Commercial Structures.** All exterior walls of commercial structures, excluding doors, windows, and architectural features, shall be comprised of one hundred percent (100%) 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 percent (50%) of the total amount of any exterior wall.

**1.7 Fencing Minimum Requirements.** The following requirements shall apply to the subject development for all fencing.

1. Fencing for lots adjacent to open spaces. All lots adjacent to the dog park and playground shall have four-foot (4') in height tubular steel or wrought iron fencing as shown on Exhibit G – Open Space Plan. Wooden privacy fencing shall not be allowed for these lots. Landscaping adjacent to the fencing is allowed, but not required.
2. Fencing for interior lots not adjacent to open spaces. All lots that are not adjacent to open spaces shall provide wooden privacy fencing. Fence shall be six-foot (6') in height with four-inch (4") cedar pickets that are pre-stained. Fence shall be constructed with galvanized fence posts and hardware. Fence does not have to be board on board style construction.
3. Screening adjacent to Silverado Parkway. Subdivision fencing/screening along perimeter roadways shall be constructed of masonry (brick, stone, or split face concrete block), with masonry columns. Screening shall be six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The screen wall shall be owned and maintained by the HOA.
4. Screening adjacent to commercial uses. Screening between residential and commercial uses shall be constructed of masonry (brick, stone, or split face concrete block) with masonry columns as shown on Exhibit G – Open Space Plan. Screening shall be a minimum six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The Development that is constructed first shall be responsible for the construction of the masonry screening whether it is the commercial or residential use. No screening is required on the northern General Retail lot. Screen walls are to be owned and maintained by the HOA.
5. Lift Station. The lift station shall fencing/screening shall be constructed of masonry (brick, stone, or split face concrete block), with masonry columns. Screening shall be eight-foot (8') in height with a metal access gate per TCEQ and Mustang SUD requirements. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The screen wall shall be owned and maintained by the HOA.

**1.8 Entry Monumentation**

1. Entry Monument. The primary monument sign adjacent to FM 2931 shall not exceed a height of eight feet in height, with a maximum area of 250 square feet. The monument sign shall consist of masonry stone or brick. The sign shall be located within the drive median within an HOA lot. A secondary monument adjacent to Silverado Parkway may be free standing or integrated into the screen wall.
2. Visibility. Monument signs shall not be placed within visibility triangles or corner clips as defined in the City's Technical Standards and Specifications (TCSS) Manual.

**Kimley**  **Horn**  
13455 Noel Road  
Two Galleria Office Towers, Suite 700  
Dallas, TX 75240  
P 972-770-1300, F 972-239-3820  
State of Texas Registration No. F-0228

### ONSITE & OFFSITE PUBLIC IMPROVEMENTS

**Lloyd Ranch**

Aubrey, Texas  
June 2024

DWG NAME: K:\24. CIVIL\DWG\_2022\20220333 - ALBERT ROUTE C405 WEST SIDE LANE 25 TO LYNDY TRACT - ON SITE & OFF SITE IMPROVEMENTS.DWG  
LAST SAVED: 6/11/2024 1:13 PM

**EXHIBIT F**  
**ELEVATION REQUIREMENTS**



**1,203 – 1,550**  
Sq. ft.  
**3 – 4**  
Bedrooms

**2.5**  
Bathrooms

Stone, Brick,  
Cultured Stone,  
Stucco,  
Cementitious  
HardiPlank Masonry

EXHIBIT G  
OPEN SPACE PLAN







**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

Consideration and action on appointing a member to the Parks and Recreation Board as an alternate.

**Staff Contact**

Christy Sayer, Events & Program Coordinator  
csayer@aubreytx.gov

---

**Summary**

Consider and take action on a recommendation from the Parks Board on an application for an alternate. The applicant lives in the ETJ and will be the fourth alternate for the board. We do have an open seat at the next meeting that will then make only three alternates. We currently have two ETJ and one city limit alternate. The board recommended unanimously to approve the appointment of Eric Probst as an alternate member.

---

**Financial Summary**

None

---

**Staff Recommended Motion**

Approve

**Conditions**

N/A

# Eric Probst

I.T. Professional & United States Army Veteran with Leadership Expertise



**OBJECTIVE:** Strategic and versatile leader with a proven record of building relationships, managing projects from concept to completion, and implementing strategies. Able to apply customer service concepts to IT, improving user experience for clients, employees, and administration. Well versed in building cross functional teams, demonstrating exceptional communication skills, and making critical decisions during challenging times. Actively pursuing multiple CompTIA, Linux, and Microsoft certifications.

## CORE COMPETENCIES

---

- Basic Troubleshooting
- Hardware Configurations
- Team Training & Collaboration
- Computer Diagnostics & Repair
- Creative Problem Solving
- RAID Implementation
- Interpret Log Files
- Software Installs
- LAN Connectivity
- Problem Diagnosis
- Customer Service
- POS Software
- VMWare
- Virtual PC
- Phone & Online Support
- Client/Server Models
- User Training/Support
- Effective Communication
- Mediation & Conflict Resolution
- Strong Collaboration Skills
- Configure Storage Spaces

## CERTIFICATIONS

---

### Microsoft (MTA): Security Fundamentals

- Protocol security; IPsec; tunneling; DNSSec; network sniffing; protocol spoofing
- Successfully identify types of malwares (virus, Trojan Horses, worms, and Rootkit)
- Remote Authentication Dial-In User Service (RADIUS) and Terminal Access Controller Access Control System

## EDUCATION

---

MyComputerCareer, Live Online

Information Technology Security Administration

Completed 09/2021

Cyber Security Specialist

Current to 3/2022

Certification Earned-

Microsoft (MTA) Security 98-367

Certified 05/27/2021

United States Army

Active Security Clearance

2006-2014

## WORK EXPERIENCE

---

### IT Service Desk Level 1

Insight 03/2022 – Current

- Assists Users in Active Directory with licensing assignments, password resets and unlocking accounts
- Utilizes Azure AD and Microsoft 365 Admin Center for Email Distribution and Security Groups
- Troubleshoots Users computers with Remote Control using Ivanti, Team Viewer, Quick Assist, and Log-mein Rescue
- Monitors, tracks, and updates tickets in the Self Now Portal
- Utilizes multiple Virtual Desktops to communicate and assist with client needs
- Provides IT services for four clients simultaneously

**Call Center Representative**

Humana 10/2021 – 03/2022

- Assisted customers with their health insurance related issues and questions
- Assisted and mentored colleagues when management is not available
- Worked in a call center environment in a private office in home
- Communicated with colleagues, and supervisors via Microsoft Teams, and Adobe Workspace
- Troubleshooted technical issues with VPN connected applications to ensure HIPAA is legally followed

**Manager/Firearms Instructor**

Eagle Gun Range, 09/2018 – 06/2020

- Coached Instructors and Sales Associates on product knowledge through product training by establishing partnerships and using training tools separate from corporate communications
- Provided outstanding customer service while maximizing sales and serving as a positive role model
- Troubleshoot technology assets to include software and operating system updates and POS system upkeep
- Performed strategic thinking to achieve optimal customer experience and meet customer needs
- Maintained focus on team leadership, personnel support, innovation, and customer relationship building

**Salesperson/NFA Processor**

Rifle Gear, 08/2016 – 09/2018

- Exceeded monthly sales quotas and increased store profitability by managing business accounts
- Trained new employees on basic customer service techniques and procedures
- Lead team by providing crucial business training in self-reliance, spirit to succeed and vital ability to successfully communicate with people from all socio-economic backgrounds
- Clarified federal laws regarding NFA items, and firearm builds
- Selling NFA items, scanning fingerprints, taking passport photos, and typing ATF Form 4's for customers.
- Used POS systems as well as standard office equipment.

**Inventory Control**

Metro Auto Auction, 2015 –2016

- Maintained accurate tracking of all products dating to ensure all products are moved out prior to the manufacturer expiration dates
- Managed inventory in an auction environment, ensure the correct vehicles were leaving, and control incoming and outgoing vehicles
- Moved vehicles with a forklift around the lot to their designated spots, and provided customer service

**Military Police - SGT**

U.S. Army, 2006 – 2014

- Ensured safety of military personnel on a continuous basis under high stress levels through successfully managing multiple complex technical, physically demanding high level analytical tasks simultaneously
- Secured parameters for various details and tactical operations, apprehended dangerous assailants and conducted routine traffic stops, collected evidence and interviewed witnesses
- Interpreted military law, served as a point of contact for accidents, took charge of incident scenes and conducted the investigations, prepared, and reviewed police reports for accuracy and completeness
- Directly facilitated law enforcement activities on federal installations, resource security, antiterrorism countermeasures, law enforcement investigations, information security and, base defense operations
- Maintained CCTV security intrusion detection systems. Coordinated work orders and facility maintenance on \$6.1 million USD worth ESS equipment that oversees protection of \$84.3 million USD of DoD assets
- Experienced dissolving hostile situations, dealing tactfully with associates, subordinates, the public, prisoners, and uncooperative individuals





**City Council Meeting  
Staff Report  
June 27, 2024**

---

**Agenda Item**

Consideration and action on a Resolution appointing a member of the Denco 9-1-1 Board of Managers.

**Staff Contact**

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

---

**Summary**

At the April 25th City Council meeting, Resolution 956-24 was approved nominating Jim Carter as a candidate for appointment to the Board of Managers of the Denco Area 9-1-1 District.

The Resolution before you is to vote for the candidate of your choice, Jim Carter or Greg Kohn who was nominated by Highland Village.

---

**Financial Summary**

None

---

**Staff Recommended Motion**

Approve

**Conditions**

N/A



**CITY OF AUBREY, TEXAS**

**RESOLUTION NO 964-24**

**A RESOLUTION OF THE CITY OF AUBREY, TEXAS, APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.**

**WHEREAS**, Chapter 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 City Council of the City of Aubrey, Texas, as follows:

**SECTION 1.** The City of Aubrey hereby votes to appoint \_\_\_\_\_ as a member of the Board of Managers of the Denco Area 9-1-1 District.

**SECTION 2.** This resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the City of Aubrey this 27th day of June, 2024.

APPROVED:

ATTEST:

\_\_\_\_\_

Chris Rich, Mayor

\_\_\_\_\_

Jenny Hicks, City Secretary



# Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ [Denco.ORG](http://Denco.ORG)

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Greg Ballentine, Executive Director

DATE: June 3, 2024

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On April 1, 2024, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2024. Denco received the following nominations by the May 31, 2024 deadline:

| <u>Nominee</u> | <u>City/Town Making Nomination</u>                                                                                                                                                                    |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jim Carter     | City of Aubrey<br>City of Lewisville<br>City of Oak Point<br>City of Pilot Point<br>City of The Colony<br>Town of Bartonville<br>Town of Copper Canyon<br>Town of Double Oak<br>Town of Hickory Creek |
| Greg Kohn      | City of Highland Village                                                                                                                                                                              |

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by **5 p.m. on July 31, 2024**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. We have provided candidate resumes and a list of current Denco board members.

Please send a copy of your council's official action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at [melinda.camp@denco.org](mailto:melinda.camp@denco.org). We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

**JIM CARTER**

6101 Long Prairie Road  
Ste 744-110  
Flower Mound, Texas 75028

(817) 239-7791  
[jim.carter1@icloud.com](mailto:jim.carter1@icloud.com)

**EDUCATION**

---

|                 |                                                                                                                          |
|-----------------|--------------------------------------------------------------------------------------------------------------------------|
| College Degree: | University of Georgia, B.B.A. Finance                                                                                    |
| Postgraduate:   | Georgia Tech, University of Tennessee, University of Michigan, Texas Women's University, American Management Association |

**PROFESSIONAL EXPERIENCE**

---

|                          |                                                                                                                            |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Department Head, Finance | General Motors Corporation                                                                                                 |
| Zone Vice-President      | Frito-Lay, Inc., International and Domestic Development                                                                    |
| President, C.E.O.        | Mercantile Corporation<br>Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W, |
| Current: Principal       | James P. Carter & Associates – Consultant & Mediator<br>To business and governmental entities                              |
| Professional Licenses    | Texas Real Estate License, Certified Mediator                                                                              |

**PUBLIC SERVICE EXPERIENCE**

---

|                                  |                                                                                                                                                                                                                                                                                        |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mayor                            | Trophy Club, Texas – 14 years                                                                                                                                                                                                                                                          |
| Municipal Court Judge            | Trophy Club, Texas – 12 years                                                                                                                                                                                                                                                          |
| Emergency Manager                | Trophy Club, Texas – 14 years                                                                                                                                                                                                                                                          |
| County Commissioner              | Denton County, Texas – 8 years                                                                                                                                                                                                                                                         |
| Vice President                   | Texas Association of Counties                                                                                                                                                                                                                                                          |
| Former President                 | Denton County Emergency Services District #1 15 years<br>Fire and Emergency Medical over 65 square miles<br>Serving 5 Argyle, Bartonville, Copper Canyon, Draper, and Northlake, Robson Ranch, Lantana Freshwater Supply Districts #6 and #7 and unincorporated areas of Denton County |
| Former Texas State Board Member- | State Association Fire and Emergency Service Districts –<br>Trains Emergency Services District Commissioners                                                                                                                                                                           |

|                                |                                                                                                                                 |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Board Member Denco 911-Current | Emergency telecommunications system that assists its member jurisdictions in managing police, fire and medical emergency calls. |
| Mission Leader – Guatemala     | Constructed purified water system in remote villages, shared the “Good News” of Jesus’s love.                                   |
| Team Leader                    | Provide housing and food to victims of Hurricane Katrina.                                                                       |
| Team Leader                    | Made several trips to Sabine Pass to aid victims of Hurricane Rita.                                                             |

---

## COMMUNITY AND CHARITY SERVICES

|                                   |                                                                                |
|-----------------------------------|--------------------------------------------------------------------------------|
| Baylor Healthcare System          | Trustee – 10 Years                                                             |
| University of North Texas         | President’s Council                                                            |
| Texas Student Housing Corp        | Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin |
| Boy Scouts of America             | Longhorn Council, District Chairman                                            |
| First Baptist Church, Trophy Club | Chairman, Stewardship Committee and Senior Bible Teacher                       |

---

## US MILITARY

|         |                                       |
|---------|---------------------------------------|
| US Navy | 11 years – active and reserve service |
|---------|---------------------------------------|

**Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District**

# GREGORY LEE KOHN

416 Abilene Court  
Highland Village, Texas 75077  
Cell (817) 308-8334  
[greg.kohn1@gmail.com](mailto:greg.kohn1@gmail.com)

---

## WORK HISTORY

### REPEAT REALTY *Residential Sales Agent*

June 2021 - Present

### CITY OF LEWISVILLE, FIRE DEPARTMENT

Retired June 2017 to pursue advanced degree through Texas A&M University, Bush School of Government and Public Service. Degree program completed in December 2019.

#### Division Chief - Support Services

January 2016 - June 2017

Responsibilities included maintenance and function of all (seven) fire stations and emergency equipment as well as procurement and maintenance of all Personal Protective Equipment. Responsible for the functions of on-call Duty Chief when required per rotation.

##### Key Accomplishments:

- Lead planning and construction of two new fire stations with a budget of \$11,000,000, which involved coordinating with other departments, City leadership, elected officials, and outside architects and contractors.
- Directed the Apparatus Specification Committee, which was responsible for planning and building of all department apparatus, which included two \$500,000 fire engines and a \$1,300,000 ladder truck.

#### Battalion Chief

May 2007- January 2016

Responsibilities included supervision of seven fire stations and 43 personnel. Responded to and commanded emergency calls in the City, including incidents on Lake Lewisville. Emergency responses often involved coordinating with multiple mutual aid departments. Responsible for all personnel related actions including training, instruction, and disciplinary issues. Responsible for daily staffing needs and monitoring overtime controls. Mentored all Captains to maintain constant readiness for any emergency, both in fire operations and emergency medical services.

##### Key Accomplishments:

- Participated in the hiring process for entry-level firefighters and internal promotional processes.
- Assisted multiple area Fire Departments with promotional interviews.

#### Captain/Paramedic

July 2003 - May 2007

Supervised station personnel and day-to-day operations at a six-person fire station. Responsible for training, evaluation, mentoring, and discipline of assigned personnel during emergency and non-emergency situations. Acted as shift Commanding Officer in rotation in the absence of the Battalion Chief.

#### Division Chief-Public Education

September 2001 - July 2003

Responsible for public education, emergency management, crisis management, and Public Information Officer role. Oversaw planning and execution of the annual department Open House during Fire Prevention month. Drafted and submitted multiple departmental grant applications. Responsible for emergency operations center and City's emergency operations plan. Performed function of duty chief on rotating basis.

##### Key Accomplishments:

- Served as the primary State contact as the Emergency Management Coordinator for the City which involved dealing with multiple State and other outside stakeholders, both public and private. Responsible for assuring that all City personnel were trained and ready to handle all anticipated emergency situations that might occur in the area.
- Developed "After the Fire" Program offering assistance to displaced families.
- Expanded school education program for Fire Prevention Month and developed elementary school reading program.
- Composed grant application that resulted in Lewisville receiving a grant from the Assistance to Firefighters Grant program for a flashover simulator, which was the first in the State of Texas. This training aid served multiple departments in Denton County.
- Served as alternate chair of the City Weapons of Mass Destruction Task Force following 9/11.

## WORK HISTORY, Cont.



**Captain/Paramedic**

**July 2000 – September 2001**

Supervised station personnel and day-to-day operations of 12-person fire station. Responsible for training, evaluation, mentoring and discipline of assigned personnel during emergency and non-emergency situations. Provided communication to affected citizens during emergency situations.

Key Accomplishments:

- Lead team responsible for Personal Protective Equipment and uniforms for entire department, including development and compliance with budget.

**Driver/Engineer/Paramedic**

**September 1997 – July 2000**

Performed all necessary functions and duties required for the position, including supervision of firefighters and completion of incident written reports. Trained assigned personnel on the duties of the Driver position. Assisted station Captain with various assigned areas of responsibility. Began performing Acting Captain duties in September 1999.

Key Accomplishments:

- Served on Apparatus Selection Committee and Employee Relations Committee (ERC). Involvement with the ERC included regular meetings with Fire Department administration to discuss various issues that were relevant to station personnel and communication of the results.

**Firefighter/Paramedic**

**January 1992 – September 1997**

Performed all necessary duties related to firefighting and paramedic responsibilities. Began performing Driver functions January 1994. Obtained Paramedic Certification in January 1997.

**CITY OF LANCASTER, FIRE DEPARTMENT**

**Firefighter/EMT**

**April 1989 - January 1992**

Performed all necessary activities related to firefighting and EMT responsibilities. Obtained EMT Certification in August 1989.

**EDUCATION**

**Texas A&M University**

**January 2018 - December 2019**

**Bush School of Government and Public Service**

Executive Master of Public Service and Administration with a focus on Emergency Management and Homeland Security

**American Public University**

**May 2011 - November 2015**

Bachelor of Science

Fire Science Management with Honors

**CERTIFICATIONS**

- Certified Firefighter, Master
- Certified EMT/Paramedic- Expired 10/31/2021
- Instructor, Intermediate
- TEEX Fire Officer I – II
- ICS-100, 200, 300, 400
- NIMS-700, 701, 703, 800

**COMMUNITY  
SUPPORT**

**Cross Timbers Rotary Member**

**January 2022 – Present**

Support local community activities. Coordinated event permitting process with the City of Flower Mound for the 2022 and 2023 “Duck Derby”, as well as overseeing public safety for the event in 2023. This event raised over \$100,000 for local charities. Serve as New Member Mentor for those seeking membership.

**Highland Village Planning & Zoning Committee, Alternate**

**August 2022 – September 2023**

## **Denco Area 9-1-1 District Board of Managers FY2024**

### **Bill Lawrence, Chairman**

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2025
- Former Mayor of Highland Village
- Businessman, Highland Village

### **Sue Tejml, Vice Chair**

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2025
- Former Mayor of Copper Canyon
- Attorney at Law, Copper Canyon

### **Jim Carter, Secretary**

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2024
- Former President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

### **Jason Cole**

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2024
- Businessman, Denton

### **Chief Jason Collier**

- Appointed by Denton County Fire Chief's Association
- Member since October 2023
- Term expires September 2025
- Fire Chief, City of Highland Village

All voting members serve two-year terms and are eligible for re-appointment.