City Council Meeting

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

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

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.

- Annual Peanut Festival will be October 5th beginning at 9:00 AM
- National Night Out will be October 1st.
- Fire Department Promotions

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 the Minutes of the June 27, 2024 and June 29, 2024 meetings.

2. Approve Monthly Staff Reports

3. Approve Monthly Financial Report.

4. Approve Quarterly Investment Report

5. Approve Electronics Decommission of Library Equipment

6. Approve a request for a twelve-month extension to the September 22, 2024, expiration date for the Preliminary Plat for the Saratoga Development.

7. Accept the resignation of Billy Trujillo from the Board of Adjustment.

8. Approve Ordinance #855-24 amending Chapter 12 "Traffic and Vehicles", Division 2 Golf Carts, Article 12.07.032 Equipment and License Plate.

9. Approve an Interlocal Agreement between Denton County and the City of Aubrey Fire and Police Departments for the use of the Denton County Radio Communications System, authorizing the City Manager, Fire Chief and Chief of Police to execute the same on behalf of the City of Aubrey.

10. Awarding bid #2024-05 for a towing service provider to All American Towing and authorizing the City Manager to enter into a contract with All American Towing for towing services.

11. Consideration and Approval of the Authorized Personnel List

12. Resolution 970-24 accepting a donation of approximately 21.794 acre tract of real property situated in the Francisco Trevino Survey, abstract No 1243, City of Aubrey, Denton County, Texas for Municipal use.

13. Resolution 971-24 accepting a donation of approximately 1.334 acre tract of real property situated in the Frederick Pollard Survey, abstract No 995, City of Aubrey, Denton County, Texas for Municipal Right-of-Way use.

14. Acceptance of the 2023 CIP Project S1 - Pecan Creek Sewer Lift Station and authorize final payment to Acadia in the amount of $118,734.93; and authorize the City Manager to execute necessary documents.

15. Approve a professional services agreement with Raftelis Financial Consultants, Inc. for a Water and Wastewater Cost-of-Service Study for an amount not to exceed $37,540 and authorize the City Manager to execute necessary documents.

16. Approve a consulting agreement between the City of Aubrey and HUB International.

17. Consider and take action on approving a purchase in the amount of $127,703.74 from THI Water Well for emergency repairs to the Rockhill Water Well.

New Business: New items requested for consideration.

1. Presentation, hold discussion and provide direction regarding future consideration of a Cost of Living Adjustment (COLA) and updated service credit to the City TMRS plan.

2. Consideration and action on an Ordinance regarding the 2024-2025 annual service plan update to the Service and Assessment Plan for the Winn Ridge South Public Improvement District and providing an effective date.

3. Consideration and action on an Ordinance regarding the 2024-2025 annual service plan update to the Service and Assessment Plan for the Jackson Ridge Public Improvement District and providing an effective date.

4. Consideration and action on an Ordinance regarding the 2024-2025 annual service plan update to the Service and Assessment Plan for the Aubrey Public Improvement District No 1 (Keeneland) and providing an effective date.

5. Receive a presentation, consider and act on an Initial Plan of Finance to fund projected cost of FY 2024-2025 Utility Capital Improvement Projects and direct staff to finalize cost and timing after August 1, 2024 bid opening.

6. Consideration and action on a Resolution authorizing the publication of Notice of Intent to issue Certificates of Obligation, Series 2024 for purchase and installation of water and sewer system upgrades and construction of a wastewater treatment plant.

7. Consideration and action on a Final Plat for Aubrey Heights containing 142 residential lots and seven (7) open space lots in 39.51 acres of land out of the J. Fisher Survey, Abstract No. 432, City of Aubrey, Denton County, Texas (*Roger & Lisa Prier)*

8. Consider and act on an Ordinance annexing the hereinafter described territory known as the 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; extending the boundary limits of the City so as to include the described property.

9. Consider and act on an Ordinance annexing the hereinafter described territory known as the 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; extending the boundary limits of the City so as to include the described property

10. Conduct a 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 Denton CAD ID 52165, being approximately 159.941 acres of land, generally located south of FM 428, west of FM 1385 and east of Coffey Road out of the F.H. Pollard Survey, Abstract No. 995, Tract 34, Denton County, Texas.(Duck Point)

11. Consideration and action on an Ordinance annexing of Denton CAD ID 52165, being approximately 159.941 acres of land, generally located south of FM 428, west of FM 1385 and east of Coffey Road out of the F.H. Pollard Survey, Abstract No. 995, Tract 34, Denton County, Texas, and any associated right-of-way; adopting a municipal services agreement; and providing an effective date. (Duck Point)

12. Conduct a public hearing, consider and act on an Ordinance changing the zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with a base zoning district of SF75 – Single Family Residential 7,500 Square Feet on approximately 159.941 acres of land located in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas.

The property is generally located west of FM 1385 and south of FM 428. DCAD Parcel ID 52165 (MM AUBREY 160 LLC, Duck Point)

13. Conduct a 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 Denton CAD ID 986865, being an approximate 1.33 acre tract of land situated in the F.H. Pollard Survey, Abstract No. 995, generally located west of FM 1385, south of FM 428, and east of Coffey Road. (Pickens ROW)

14. Consideration and action on an Ordinance annexing a portion of Denton CAD ID 986865, being an approximate 1.33 acre tract of land situated in the F.H. Pollard Survey, Abstract No. 995, generally located west of FM 1385, south of FM 428, and east of Coffey Road, and any associated right-of-way; adopting a municipal services agreement; and providing an effective date. (Pickens ROW)

15. Consideration and action on a Resolution granting a petition requesting annexation into the extraterritorial jurisdiction and corporate limits of the City of Aubrey by Jen Holdco 24 LLC, owners of approximately 47.3 acres of land, located at 4721 and 4799 FM 2931 out of the J. Bridges Survey, Abstract No 36, Denton County, Texas, setting a Public Hearing for the annexation; authorizing staff to negotiate and enter into a written services agreement with Owner. (Palomino Development)

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 2931, beginning at the intersection of FM 2931 and Frontier Parkway, continuing north to the intersection of FM 2931 and Spring Hill Road, 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.

17. Consideration and action on an Ordinance amending the Fiscal Year 2024 Budget.

18. Discussion regarding the draft Fiscal Year 2024-2025 budget.

19. Consideration and action on future meeting dates.

20. Receive a report, and take action on awarding a bid to Pace Construction, LLC for Main Street Beautification Project F2024(957), Phase I, in an amount not to exceed $573,000, and authorizing the City Manager to execute the necessary contract documents.

Department Updates and Discussion:

1. Administration & Finance: Community Center/Council Chamber update, Board Portal Information

2. Library: None

3. Fire Department: Station Update

4. Police Department: None

5. Public Works: - Update on water well repairs

6. Human Resources: None

7. Municipal Development: Mural Update; Business Resource Fair

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
   - Project 38 / South Magnolia and Blackjack Road property acquisition
   - *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
   - Highmeadow Development

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 / South Magnolia and Blackjack Road property acquisition

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)

Motion to Recess into Executive Session.

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

1. Consider and Act on a Resolution of the City Council of the City of Aubrey, Texas finding that a public necessity exists and authorizing condemnation to acquire a 29.688 acre fee simple tract and a 0.265 acre water utility easement for public purposes for a public project, including but not limited to, municipal athletic fields, a waterline pump station, water and wastewater transmission lines, public roadways, drainage, such appurtenant facilities as may be necessary, and other public uses, on real property generally described as being located at 418 South Magnolia Street, Aubrey, Denton County, Texas, in the Francisco Trevino Survey, Abstract No. 1243, Property ID #51948, such property is generally located on the southwest corner of US 377 and Blackjack Road, and being more particularly described herein; providing notice of an official determination to acquire real property for a fee simple and a water utility easement, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager or designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the fee simple and easement; ratifying prior documents made for acquisition of the fee simple and easement; authorizing legal counsel to institute eminent domain proceedings on behalf of the City for the acquisition of the fee simple and easement on said tract if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

2. Consider and take appropriate action regarding an Assignment Acknowledgment Agreement for the High Pointe Ranch development.

3. Consider and take appropriate action regarding a Cost Participation Letter Agreement between the City, Lennar Homes of Texas Land and Construction, Ltd., and Aubrey Blackjack Partners, LLC related to the High Pointe development agreement to allocate costs for infrastructure improvements; and authorizing the Mayor or designee to execute necessary documents.

-ADJOURN-

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

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

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

Attorney.)

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

City Council Meeting Minutes

Aubrey City Hall
107 S. Main St
Aubrey, TX
76227
June 27, 2024
6:00 PM

Call to Order - Determine if a Quorum is Present:

The meeting was called to order at 6:00 PM.

Present: Jeff Perry, Erin Allen (via Zoom), Chuck Fikes, Randy Jones, Chris Rich

Absent: Matt Jones

Staff Present: City Attorney Patricia Adams, City Manager Charles Kreidler, City Secretary Jenny Hicks, Finance Director Mike English, Fire Chief Eric Schlotter, Director of Development Services and Public Works Leanne Wilson, Library Manager Brittany McLain, Event and Programming Coordinator Christy Sayer, Municipal Development Director Christine Gossett, Planner Cate Ball, Planner Helen-Eve Beadle

Invocation & Pledge of Allegiance:

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

Community Announcements:

- Upcoming Library Programs: Summer Reading, July 4th Closure
- Swearing-in of Firefighters/Paramedic Ryan Steddum, Firefighter/Paramedic Michael Dulceak, and Firefighter/EMT Kyle Hoffman; Announcement of Trent Bell's Promotion to Captain and Fire Marshal.

Citizen Input:

- Abigail Allen, 2141 DeWitt Lane, Providence Village, thanked Chief Brooks, Chief Schlotter, and Riley Podleski for their support of the Beta event.

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.

Council Member Jeff Perry made a motion to approve the consent items. Council Member Chuck Fikes seconded. Motion carried unanimously.

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)*

   Planner Cate Ball provided information.

   After attorney consultation with attorney in closed session, Council Member Jeff Perry made a motion to approve the site plan subject to conditions 1-3 in the staff report and condition number 4 amended to read: approval of requested modifications for landscaping per Chapter 14, Section 23.F.4 items a, b, c, & d. Council Member Randy Jones seconded. Motion carried unanimously.

   Conditions 1-3 from staff report:
   1. **City Council approval of expenditure of funds for public drainage improvements along E. Highmeadow Dr to address current drainage issues in the area. (Per Chapter 10, Subdivision Ordinance, Article 1, Section 11, Proportionality.)**
   2. **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. (Per Chapter 10, Subdivision Ordinance, Article 1, Section 11, Proportionality; and Article 2 Section 1.01.c.)**
   3. **Owner / applicant to address the comments of the City Engineer's review of the civil plans. (Per Chapter 10, Subdivision Ordinance, Article 1, Section 11, Proportionality.)**

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)*

Planner Helen-Eve Beadle provided information.

The Public Hearing opened at 6:24 p.m. and closed at 6:30 p.m.
Jesse Auer, 725 Countryside Dr, asked about the definition of volume.

After attorney consultation in closed session, Council Member Chuck Fikes made a motion to approve Ordinance No. 852-24, removing Section d, referencing Public Impact Criteria. Council Member Jeff Perry seconded. Motion carried unanimously.

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)*

   Planner Helen-Eve Beadle provided information.

   The Public Hearing opened at 6:32 p.m. and closed at 6:35 p.m.

   There were no speakers.

   After attorney consultation in closed session, Council Member Chuck Fikes made a motion to approve Ordinance No. 853-24 for SUP No 2024-002-C, removing the Public Impact Criteria from Exhibit C. Council Member Randy Jones seconded. Motion carried unanimously.

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)

   Charles Kreidler provided information.

   Council Member Chuck Fikes made a motion to approve Resolution No. 968-24, setting the public hearing for July 25, 2024 at 6:00 p.m. at City Hall. Council Member Jeff Perry seconded. Motion carried unanimously.

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.

Charles Kreidler provided information.

The Public Hearing opened at 6:36 p.m. and closed at 6:39 p.m.

There were no speakers.

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.

   Charles Kreidler provided information.

   The Public Hearing opened at 6:39 pm. and closed at 6:40 p.m.

   There were no speakers.

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.

   Helen-Eve Beadle provided information.

   Council Member Jeff Perry made a motion to approve the Encroachment Agreement, with the removal of the signage reference. Council Member Randy Jones seconded. Motion carried unanimously.

8. Consideration and action on a First Amended and Restated Development Agreement between the City and Lennar Homes of Texas Land and Construction, Ltd.

   Leanne Wilson provided information.

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

9. Consideration and action on appointing a member to the Parks and Recreation Board as an alternate.

   Council Member Randy Jones made a motion to appoint Eric Probst to the Parks and Recreation Board as an alternate. Council Member Jeff Perry seconded. Motion carried unanimously.

10. Consideration and action on a Resolution appointing a member of the Denco 9-1-1 Board of Managers.

    Council Member Jeff Perry made a motion to appoint Jim Carter to the Denco 9-1-1 Board of Managers. Council Member Chuck Fikes seconded. Motion carried unanimously.

Department Updates and Discussion:

1. Administration & Finance: Reminder of Budget Workshop on Saturday; Update on new Council Chamber, hope to be in use for August meetings
2. Library: None
3. Fire Department: Fire Station Construction Updates on Stations 2 and 3
4. Police Department: None
5. Public Works: Matthew Park & Main Street Beautification are out for bid; Leslie Park updates have begun; Highmeadow Pocket Park plans are almost complete; One well is down.
6. Human Resources: None
7. Municipal Development: None

Future Agenda Requests: None

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

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

Council Member Jeff Perry made a motion to recess into Executive Session at 6:58 p.m. regarding New Business item No 1: site plan approval for Shop at High Meadows, New Business No 2: Zoning Ordinance amendment, and New Business No 3: Specific Use Permit. Council Member Randy Jones seconded. Motion carried unanimously.

City Council reconvened into open session at 7:47 p.m.

Action taken on New Business items No 1-3.

Council Member Jeff Perry made a motion to recess into Executive Session at 7:50 p.m. regarding the remaining items listed under the Executive Session section of the agenda. Council Member Randy 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.

City Council reconvened into open session at 8:50 p.m.

Council Member Chuck Fikes made a motion to authorize the Mayor and City Manager to negotiate and finalize documents for funding obligations of the Developer for the Phase II Offsites, required under the High Pointe Development Agreement and authorize the mayor to execute final documents.

The meeting was adjourned at 8:51 p.m.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 25th day of July, 2024.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

City Council Meeting Minutes

Aubrey City Hall
107 S. Main St
Aubrey, TX
76227
June 29, 2024
8:00 AM

Call to Order - Determine if a Quorum is Present:

The meeting was called to order at 8:01 a.m..

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

Absent: Randy Jones

Staff Present: City Manager Charles Kreidler, City Secretary Jenny Hicks, Finance Director Mike English, Director of Development Services and Public Works Leanne Wilson, Library Manager Brittany McLain, Financial Advisor Jim Sabonis

Invocation & Pledge of Allegiance:

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

Community Announcements: None

Citizen Input: None

New Business: New items requested for consideration.

1. Conduct the second public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a 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.

   Charles Kreidler provided information.

The Public Hearing opened at 8:03 p.m. and closed at 8:04 p.m.

There were no speakers.

2. Conduct the second public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a 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.

   Charles Kreidler provided information.

   The Public Hearing opened at 8:04 p.m. and closed at 8:05 p.m.

   There were no speakers.

3. Consideration and action on a Resolution granting a petition requesting annexation into the extraterritorial jurisdiction and corporate limits of the City of Aubrey by Dosti Partners LLC, owners of approximately 1.33 acres of land, generally located west of FM 1385, south of FM 428 and east of Coffey road out of 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. (Pickens Lake)

   Charles Kreidler provided information.

   Council Member Erin Allen made a motion to approve Resolution No. 969-24, setting a public hearing for July 25, 2024 at 6:00 p.m. at City Hall. Council Member Chuck Fikes 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
   f. Capital Improvement Plan

- **Finance Director Mike English discussed General Fund amendments.**
- **Library Director Brittany McLain presented the proposed library budget.**
- **Financial Advisor Jim Sabonis, Hilltop Securities, provided information on a possible CIP Bond.**
- **Public Works and Development Services Director Leanne Wilson presented the Public Works proposed budget.**

Future Agenda Requests: None

The meeting was adjourned at 9:23 a.m.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 25th day of July, 2024.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

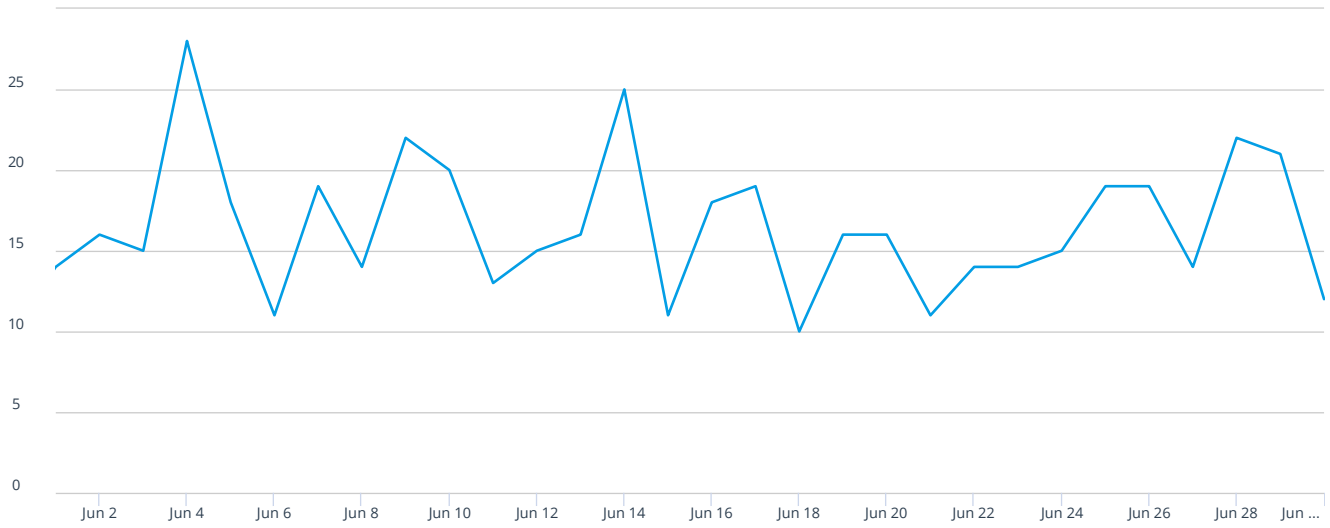
Previous Month Jun 1, 2024 - Jun 30, 2024

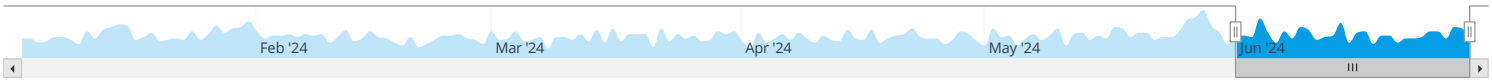
33%
FIRE
Percentage of Total Incidents

67%
EMS
Percentage of Total Incidents

497
INCIDENTS
In Selected Time Slice

30
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	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	8/4/24	8/11/24	8/18/24	8/25/24	Total
Aubrey Fire Station 1	7	50	43	37	45									182
Aubrey Fire Station 2	23	77	75	63	77									315
Total	30	127	118	100	122									497

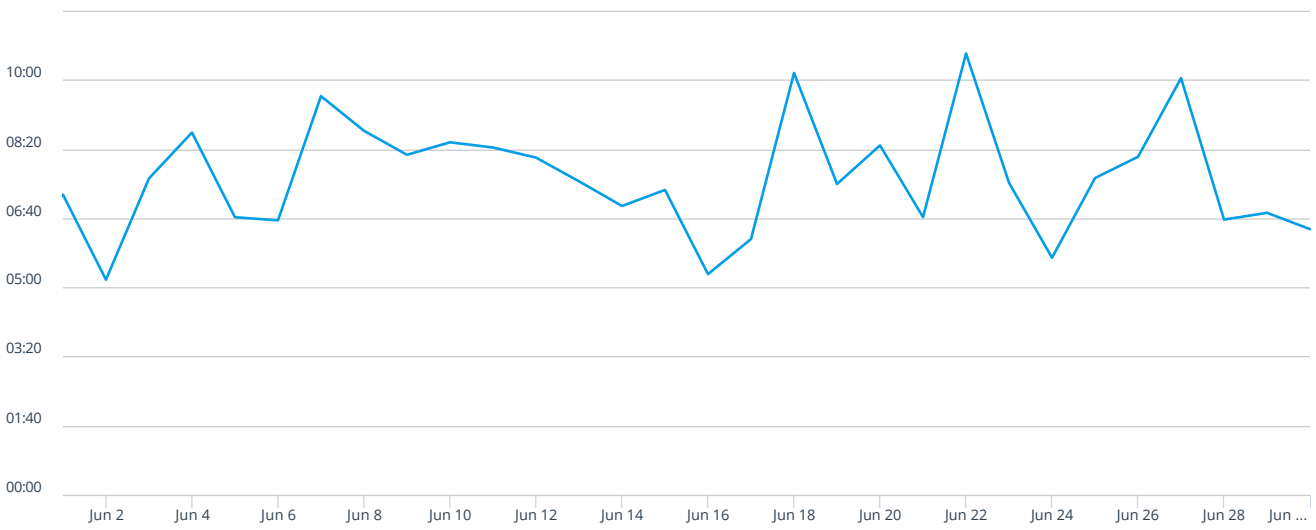
Previous Month Jun 1, 2024 - Jun 30, 2024

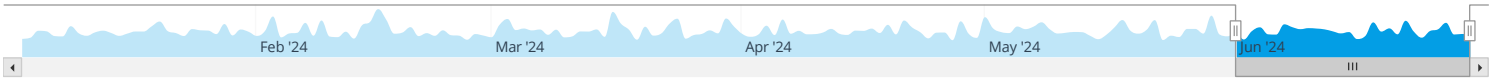
07:38
MM:SS
Average First Apparatus Travel Time

13:16
MM:SS
90th Percentile First Apparatus Travel Time

30
DAYS
In Selected Time Slice

410
INCIDENTS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	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	8/4/24	8/11/24	8/18/24	8/25/24	Total
00:00 - 03:59	5	16	21	23	20									85
04:00 - 07:59	16	43	36	31	40									166
08:00 - 11:59	2	28	25	15	26									96
12:00 - 15:59	2	11	10	13	6									42
16:00 - 29:59		9	4	2	4									19
30:00 - 1:29:59				2										2
Total	25	107	96	86	96									410
Exceptions														87

City of Aubrey - Municipal Court Report

June 2024 Report

New Cases Filed	
June - Traffic	142
June - Non Traffic	45

Total Fines Collected	
June - State	$9,675.00
June - City	$14,787.00

Final Disposition	
June - Traffic	90
June - Non Traffic	7

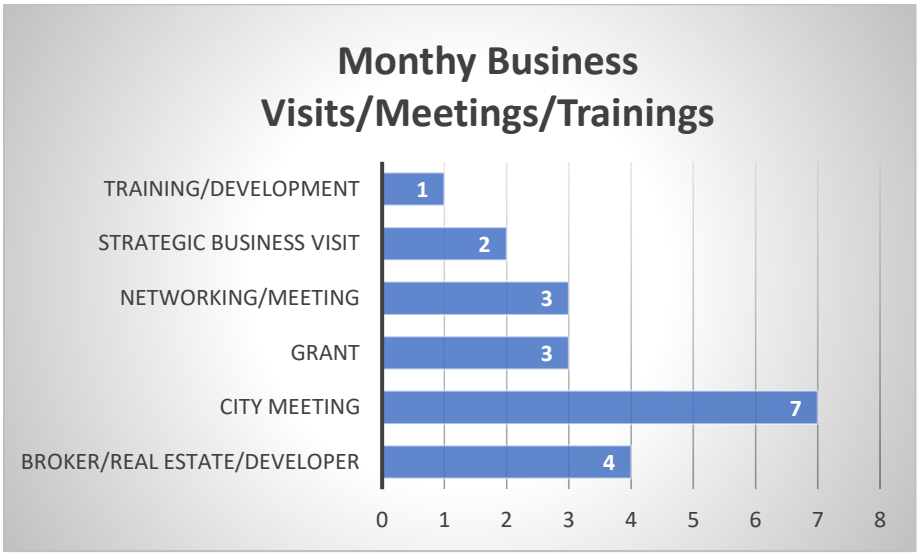
Fiscal YTD Collected	
YTD - State	$ 77,824.00
YTD - City	$ 118,460.00

Warrants	
Issued	22
Cleared	13
Pending	1321

JUNE 2024 – STAFF REPORT
Aubrey Municipal Development District

Christine Gossett – Executive Director

Business Activity and Updates



Business Activity and Updates

New Business Openings:

- N/A

Business Closings:

- N/A

Marketing and New Projects

New:

- Set filming date and started preparation for Economic Development video. Filming date is July 19th.
- Received 3 requests from businesses for TIP Grant application.
- Started planning with Aubrey Chamber for cooperative business education event. The Business Resource Fair date is August 28th.
- Reviewed submissions from artists with the Mural Sub-Committee. Selected finalists and board will decide July.
- Presented MDD Proposed '24-'25 budget at City Council Workshop.
- Attended TEDC Mid-Year Conference June 5th to 7th.

On-Going/Marketing:

- Maps and Website: Updates to MDD website Incentives page.
- Social media/Facebook: Manage regular posts on activities, area business and local posts. June's highest post was The Scratch Pad welcome post with Reach/Engagement: 426/87.
- Website Views/Visitors: 464/235
- Data and Analytics: Reports for Placer AI and ZacTax; social media and website.

Sales & UseTax Allocation:

- Payment Received in June: $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.*

City of Aubrey
Departmental Report
Library

To: City Council Members

From: Brittany McLain, Library Manager

RE: Departmental Report - June 2024

Monthly Report	June 2024		Fiscal Year to date
People & Activity	New Cards Issued	181	930
	Number of Patrons	4270	19897
	Patrons per Hour (Average)	25	26.5
	Volunteer Hours / Persons	63/7	354/9
	Number of Days Open	21	180
	Number of Hours Open	170	1479
Material Usage	Total Items checked out	12565	82768
	Items per Hour (Average)	74	503
	Adult Material Checked Out	1436	10161
	Juvenile Material Checked Out	9598	59189
	Self-Checkout Use	45	979
	Digital Materials Checked Out	1531	13418
	Interlibrary shipped	178	1628
	Interlibrary received	151	1642
	Reference	433	2715
	Computer Sessions	235	1546
	Computer Usage (hours)	166	1282
Programs	Community Center Event Hrs	0	51
	Total Number of Programs	45	306
	Total Program Attendance	1867	5756

*Total Programs include Summer Reading, Regular Programming, and Passive Programs/Take & Makes.

Summer Reading: 663 Passive Programs: 383

City of Aubrey - Police Department

June 2024 Statistical Report

Calls for Police Service		%+/-
June 2024	747	-3%
June 2023	768	
YTD - 2024	4,094	-8%
YTD - 2023	4,433	

Calls for Service - Dispatched		%+/-
June 2024	529	-3%
June 2023	544	
YTD - 2024	3,145	1%
YTD - 2023	3,114	

Calls for Service - Officer Initiated		%+/-
June 2024	218	-3%
June 2023	224	
YTD - 2024	949	-28%
YTD - 2023	1,319	

Calls for Service By Area

Aubrey		%+/-
June 2024	191	-32%
June 2023	280	
YTD - 2024	1,063	-33%
YTD - 2023	1,585	

Providence Village		%+/-
June 2024	259	1%
June 2023	256	
YTD - 2024	1,493	-6%
YTD - 2023	1,589	

Sandbrock		%+/-
June 2024	58	81%
June 2023	32	
YTD - 2024	294	32%
YTD - 2023	222	

Silverado		%+/-
June 2024	119	5%
June 2023	113	
YTD - 2024	567	-3%
YTD - 2023	584	

Winn Ridge		%+/-
June 2024	70	-13%
June 2023	80	
YTD - 2024	478	14%
YTD - 2023	418	

Outside ETJ		%+/-
June 2024	38	443%
June 2023	7	
YTD - 2024	131	274%
YTD - 2023	35	

Criminal Offenses/Arrests

Criminal Offenses		%+/-
June 2024	138	50%
June 2023	92	
YTD - 2024	572	46%
YTD - 2023	393	

Arrests		%+/-
June 2024	51	13%
June 2023	45	
YTD - 2024	269	45%
YTD - 2023	185	

Motor Vehicle Crashes - Aubrey

Non-Injury Crashes		%+/-
June 2024	4	400%
June 2023	0	
YTD - 2024	36	44%
YTD - 2023	25	

Injury Crashes		%+/-
June 2024	4	100%
June 2023	2	
YTD - 2024	12	-33%
YTD - 2023	18	

Motor Vehicle Crashes - Providence Village

Non-Injury Crashes		%+/-
June 2024	8	167%
June 2023	3	
YTD - 2024	29	26%
YTD - 2023	23	

Injury Crashes		%+/-
June 2024	1	-50%
June 2023	2	
YTD - 2024	11	57%
YTD - 2023	7	

Traffic Stops and Citations

Traffic Stops		%+/-
June 2024	1,113	108%
June 2023	535	
YTD - 2024	6,079	60%
YTD - 2023	3,805	

Warnings		%+/-
June 2024	1080	318%
June 2023	340	
YTD - 2024	5,684	92%
YTD - 2023	2,954	

Total Citations		%+/-
June 2024	563	173%
June 2023	206	
YTD - 2024	2,831	50%
YTD - 2023	1,890	

Citations - Aubrey		%+/-
June 2024	320	276%
June 2023	85	
YTD - 2024	1,348	71%
YTD - 2023	789	

Citations - Providence Village		%+/-
June 2024	137	61%
June 2023	85	
YTD - 2024	879	13%
YTD - 2023	780	

Citations - JP 5		%+/-
June 2024	106	194%
June 2023	36	
YTD - 2024	604	90%
YTD - 2023	318	

Top 10 Calls			
Type of Call	Providence Village	Aubrey	Total
Suspicious Activity	34	68	102
Alarm	14	44	58
Disturbance	17	24	41
Welfare Concern	16	24	40
Noise Complaint	7	23	30
Traffic Crash	7	21	28
Motorist Assist	6	18	24
911 Hangup	8	15	23
Animal Complaint	8	13	21
Vehicle Complaint	4	16	20

387

Neighborhood Safety Initiative		%+/-
June 2024	9,253	83%
June 2023	5,048	
YTD - 2024	46,411	62%
YTD - 2023	28,735	

Providence Village Data

Close Patrols - Providence Village		% +/-
June 2024	2,961	47%
June 2023	2,021	
YTD - 2024	16,402	46%
YTD - 2023	11,246	

Walk Through - Providence Village		% +/-
June 2024	95	-41%
June 2023	162	
YTD - 2024	561	-6%
YTD - 2023	597	

Total - Providence Village		% +/-
June 2024	3,056	40%
June 2023	2,183	
YTD - 2024	16,963	43%
YTD - 2023	11,843	

Department Data

Percentage - Crime/Order Maintenance/Service Calls		
Top 10 Calls Total		387
Crime	21	5%
Service Calls	346	90%
Order Maintenance	20	5%
Reported Crime	138	18%

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

Criminal Investigations Statistical Data

CID Case Assignment		% +/-
June 2024	89	71%
June 2023	52	
YTD - 2024	354	47%
YTD - 2023	241	

Patrol Case Assignment		% +/-
June 2024	49	-6%
June 2023	52	
YTD - 2024	218	23%
YTD - 2023	177	

CID Arrests		% +/-
June 2024	1	-50%
June 2023	2	
YTD - 2024	50	194%
YTD - 2023	17	

Case Status - Cleared by Arrest		% +/-
June 2024	50	-7%
June 2023	54	
YTD - 2024	268	43%
YTD - 2023	188	

Case Status - Suspended		% +/-
June 2024	34	127%
June 2023	15	
YTD - 2024	142	92%
YTD - 2023	74	

Case Status - Cleared by Exception		% +/-
June 2024	1	100%
June 2023	0	
YTD - 2024	16	129%
YTD - 2023	7	

Case Status - Unfounded		% +/-
June 2024	5	500%
June 2023	0	
YTD - 2024	28	211%
YTD - 2023	9	

Cases - Open		% +/-
Yearly Total	275	

City of Aubrey - Development Services

June 2024 Activity Report

No. Permits Issued

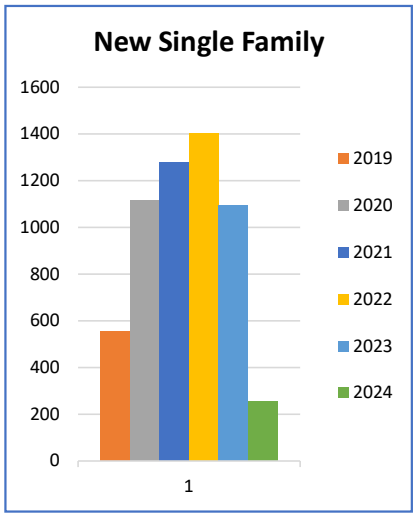
New Single Family	12
Residential Misc	79
Commercial	17
Variance or Zoning Change	1
Total	**109**

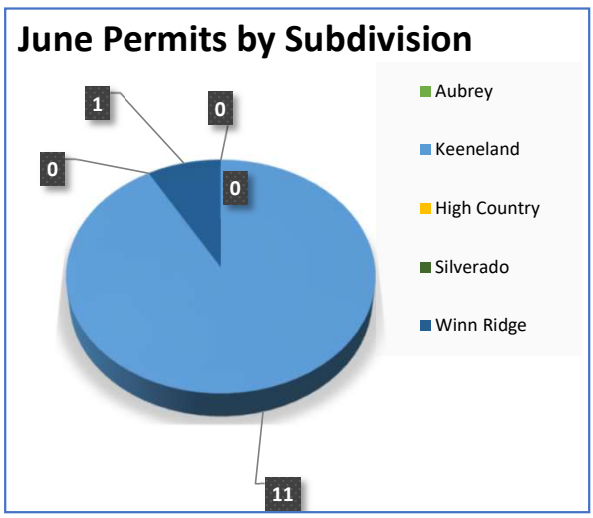
Fees Collected

New Single Family	$ 195,461.85
Residential Misc	$ 11,924.00
Commercial	$ 43,702.68
Variance or Zoning	$ 500.00
Total	**$ 251,588.53**

Annual New Single Family

2019	556
2020	1,113
2021	1,279
2022	1,400
2023	1,095
2024 YTD	255
2019 - 2024 Total:	**5,698**





Total House Count

7883

Location	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Winn Ridge	1568	1563	1602	1632	1651	1667
Silverado	2630	2684	2746	2870	2935	2997
Aspen Meadows	309	302	306	308	309	307
Sandbrock	1346	1354	1376	1415	1435	1470

Project Status

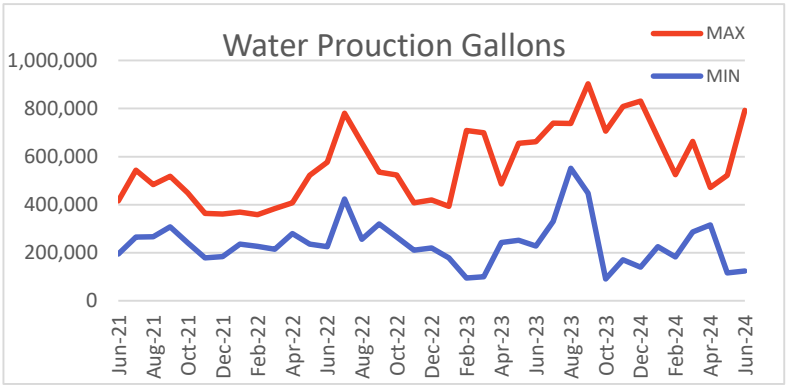
Shops at High Meadow	Consideration and action for site plan; approved subject to conditions.
Brothers Mexican Restaurant	Hold a public hearing, consider, and act on an ordianance for a SUP to allow alchol sales; approved ORD 853-24 for SUP 2024-002-C.
Duck Point	Consideration and action on a resolution granting a petition requestiong annexation; resolution 968-24 approved.

City of Aubrey - Public Works

June 2024 Activity Report

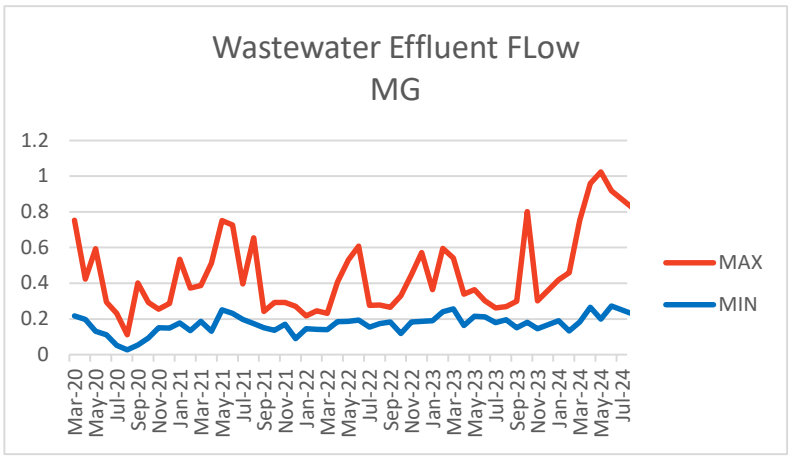
Water Production MG

Jun-24	12,330,700
May-24	11,561,800
Apr-24	11,735,800
Daily Average Gal	395,870



Wastewater Treatment MG

Jun-24	12,805,000
May-24	13,813,000
Apr-24	11,860,000
Daily Average Gal	427,533



Work Orders

Water & Sewer Maintenance	55
Cut-offs Non Payment	10
Street Repairs & Signs	45
Line Locates	112
Billing and Meters	130
Total	297

Fees Collected

	June
Water Impact	$47,142.00
Sewer Impact	$53,528.00
Roadway Impact	$32,965.00
Parks Fee	$49,500.00
Total	$183,135.00

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
Hill St well	Replaceing pump and motor

WWTP Expansion	Out for Bid

Monthly Cash Activity

(Unaudited)

June 2024

FUND: ALL DATES: 6/01/2024- 6/30/2024

ACCT: ALL

TYPE: ALL CASH

ACCOUNT NO#	CHECKS	DEPOSITS	SVC CHARGE	INTEREST	MISC.	NET CHANGE	BALANCE
101-11-000-00	0.00	443,307.62	0.00	1,811.73	507,759.77CR	62,640.42CR	231,163.31
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	1,394,467.34	0.00	8,108.64	1,043,757.94CR	358,818.04	4,169,638.45
101-11-000-90	0.00	54,383.58	0.00	24,484.47	0.00	78,868.05	5,568,481.42
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	8,718.44CR	0.00	462.45	40,539.49CR	48,795.48CR	65,442.74
201-11-000-10	0.00	0.00	0.00	0.00	0.00	0.00	200.00
201-11-000-84	0.00	199,295.32	0.00	0.00	71,921.23CR	127,374.09	1,293,496.34
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	333.62	0.00	333.62	75,375.35
201-11-000-91	0.00	0.00	0.00	2,765.64	0.00	2,765.64	624,868.57
201-11-000-95	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201-11-012-73	0.00	0.00	0.00	5.35	0.00	5.35	1,232.81
201-11-032-89	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202-11-000-84	0.00	125,004.56	0.00	0.00	71,214.68CR	53,789.88	7,913,598.64CR
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	3,601.67	0.00	3,601.67	813,760.30
202-11-036-37	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-11-000-84	0.00	167,500.29	0.00	0.00	185,376.20CR	17,875.91CR	377,209.25CR
205-11-000-85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
301-11-000-00	0.00	37,287.87	0.00	1,785.60	0.00	39,073.47	425,041.27
301-11-000-84	0.00	0.00	0.00	0.00	3,500.00CR	3,500.00CR	26,872.51CR
301-11-000-90	0.00	0.00	0.00	315.51	0.00	315.51	71,284.09
401-11-000-00	0.00	375.00CR	0.00	199.33	0.00	175.67CR	45,883.61
401-11-000-70	0.00	13,891.61CR	0.00	0.00	0.00	13,891.61CR	13,891.61CR
401-11-000-84	0.00	13,891.61	0.00	0.00	1,446.29CR	12,445.32	36,416.97
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	3,919.68	0.00	3,919.68	903,475.55
403-11-000-00	0.00	0.00	0.00	1,780.25	0.00	1,780.25	410,341.50
404-11-000-00	0.00	0.00	0.00	1.12	0.00	1.12	257.86
404-11-000-50	0.00	0.00	0.00	9,633.20	0.00	9,633.20	2,176,422.41
404-11-000-60	0.00	0.00	0.00	18,777.66	0.00	18,777.66	4,242,630.57
404-11-000-70	0.00	13,891.61	0.00	13,891.61	0.00	27,783.22	3,152,570.79
404-11-000-90	0.00	0.00	0.00	1,907.21	0.00	1,907.21	430,912.09
405-11-000-00	0.00	0.00	0.00	4,781.27	0.00	4,781.27	1,102,067.77
405-11-000-84	0.00	34,926.50	0.00	0.00	2,739.00CR	32,187.50	413,135.46CR
406-11-000-00	0.00	0.00	0.00	6.60	0.00	6.60	1,522.18
406-11-000-41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-11-000-42	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-11-000-43	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-11-000-84	0.00	0.00	0.00	0.00	43,594.27CR	43,594.27CR	508,960.83
407-11-000-84	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-11-000-00	0.00	1,713.20	0.00	5.06	0.00	1,718.26	2,880.15
501-11-000-55	0.00	18,600.00	0.00	340.13	0.00	18,940.13	79,328.86
501-11-000-56	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-11-000-58	0.00	1,713.20CR	0.00	1,664.78	0.00	48.42CR	382,014.37

FUND: ALL DATES: 6/01/2024- 6/30/2024

ACCT: ALL

TYPE: ALL CASH

ACCOUNT NO#	CHECKS	DEPOSITS	SVC CHARGE	INTEREST	MISC.	NET CHANGE	BALANCE
501-11-000-59	0.00	373,946.13CR	0.00	27,913.55	0.00	346,032.58CR	6,157,152.75
501-11-000-60	0.00	0.00	0.00	22,335.20	0.00	22,335.20	5,046,427.08
501-11-000-61	0.00	0.00	0.00	23,999.12	0.00	23,999.12	5,422,372.77
501-11-000-62	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-11-000-63	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-11-000-84	0.00	355,346.13	0.00	0.00	787,732.04CR	432,385.91CR	2,151,524.79
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	2,509.93	0.00	2,509.93	567,090.26
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	101,011.10	0.00	3,733.85	0.00	104,744.95	904,061.69
701-11-000-84	0.00	2,372.90	0.00	0.00	17,963.39CR	15,590.49CR	172,232.85CR
701-11-000-90	0.00	0.00	0.00	7,101.73	0.00	7,101.73	1,604,570.45
701-11-088-41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
801-11-000-00	0.00	108,396.40	0.00	177.16	100,506.90CR	8,066.66	48,504.43
801-11-000-84	0.00	107,883.86CR	0.00	0.00	108,053.86	170.00	62,230.41CR
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	926,963.28CR	2,237,725.18	0.00	8,108.64	1,205,825.03CR	113,045.51	1,521,893.03
** TOTALS **	926,963.28CR	4,802,592.97	0.00	196,461.76	3,975,822.37CR	96,269.08	47,111,551.97

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

ACCOUNT	AVERAGE BALANCE
101 11-000-00	245,153.29
101 11-000-10	200.00
101 11-000-20	0.00
101 11-000-58	0.00
101 11-000-84	4,123,916.73
101 11-000-90	5,508,368.52
101 11-027-87	0.00
200 11-000-84	0.00
201 11-000-00	96,390.94
201 11-000-10	200.00
201 11-000-84	1,257,225.14
201 11-000-85	0.00
201 11-000-90	75,052.85
201 11-000-91	622,195.12
201 11-000-95	0.00
201 11-012-73	1,227.64
201 11-032-89	0.00
202 11-000-84	7,916,189.08CR
202 11-000-85	0.00
202 11-000-91	810,278.69
202 11-036-37	0.00

FUND: ALL DATES: 6/01/2024- 6/30/2024

ACCT: ALL

TYPE: ALL CASH

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

ACCOUNT	AVERAGE BALANCE
205 11-000-84	310,537.20CR
205 11-000-85	0.00
301 11-000-00	387,270.25
301 11-000-84	26,289.18CR
301 11-000-90	70,979.10
401 11-000-00	45,753.42
401 11-000-70	463.05CR
401 11-000-84	23,426.06
401 11-058-24	0.00
402 11-000-00	899,686.53
403 11-000-00	408,620.59
404 11-000-00	256.78
404 11-000-50	2,167,110.66
404 11-000-60	4,224,478.83
404 11-000-70	3,125,713.68
404 11-000-90	429,068.45
405 11-000-00	1,097,445.88
405 11-000-84	439,981.06CR
406 11-000-00	1,515.80
406 11-000-41	0.00
406 11-000-42	0.00
406 11-000-43	0.00
406 11-000-84	526,398.54
407 11-000-84	0.00
501 11-000-00	2,589.73
501 11-000-55	76,520.07
501 11-000-56	0.00
501 11-000-58	380,690.62
501 11-000-59	6,267,283.23
501 11-000-60	5,024,836.39
501 11-000-61	5,399,173.62
501 11-000-62	0.00
501 11-000-63	0.00
501 11-000-84	2,310,756.56
501 11-000-90	0.00
501 11-008-38	564,663.99
501 11-026-00	0.00
601 11-000-00	18,523.55
601 11-000-84	704,244.74
701 11-000-00	846,623.36
701 11-000-84	162,682.09CR
701 11-000-90	1,597,705.44
701 11-088-41	0.00
801 11-000-00	63,861.99
801 11-000-84	71,356.73CR
802 11-000-00	203,803.26
802 11-000-01	1,457,348.31
802 11-000-02	1,104,449.62
802 11-000-05	1,176,506.46

FUND: ALL DATES: 6/01/2024- 6/30/2024

ACCT: ALL

TYPE: ALL CASH

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

ACCOUNT	AVERAGE BALANCE
802 11-000-06	282,321.25
802 11-000-07	0.00
803 11-000-01	904,058.10
901 11-000-00	1,620,494.77

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
General Fund						
101-11-000-00	General Fund Cas	293,803.73	528,274.85	590,915.27CR	231,163.31	245,153.29
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	3,810,820.41	1,680,464.79	1,321,646.75CR	4,169,638.45	4,123,916.73
101-11-000-90	Investment Accou	5,489,613.37	148,020.93	69,152.88CR	5,568,481.42	5,508,368.52
101-11-027-87	Municipal Saving	0.00	0.00	0.00	0.00	0.00
	FUND 101 TOTAL	9,594,437.51	2,356,760.57	1,981,714.90CR	9,969,483.18	9,877,638.54
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	114,238.22	1,694.37	50,489.85CR	65,442.74	96,390.94
201-11-000-10	Cash Drawer	200.00	0.00	0.00	200.00	200.00
201-11-000-84	Claim on Cash Wa	1,166,122.25	217,852.69	90,478.60CR	1,293,496.34	1,257,225.14
201-11-000-85	Water Claim on O	0.00	0.00	0.00	0.00	0.00
201-11-000-90	Investment Accou	75,041.73	1,021.46	687.84CR	75,375.35	75,052.85
201-11-000-91	Water Impact Fee	622,102.93	11,233.34	8,467.70CR	624,868.57	622,195.12
201-11-000-95	Cash - CO Keenel	0.00	0.00	0.00	0.00	0.00
201-11-012-73	Cash in bank - W	1,227.46	76.53	71.18CR	1,232.81	1,227.64
201-11-032-89	Cash in bank - T	0.00	0.00	0.00	0.00	0.00
	FUND 201 TOTAL	1,978,932.59	231,878.39	150,195.17CR	2,060,615.81	2,052,291.69
Sewer Fund						
202-11-000-84	Claim on Cash Se	7,967,388.52CR	126,461.14	72,671.26CR	7,913,598.64CR	7,916,189.08CR
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	810,158.63	11,027.31	7,425.64CR	813,760.30	810,278.69
202-11-036-37	Sewer Reserve ca	0.00	0.00	0.00	0.00	0.00
	FUND 202 TOTAL	7,157,229.89CR	137,488.45	80,096.90CR	7,099,838.34CR	7,105,910.39CR
Solid Waste Fund						
205-11-000-84	Claim on Cash Ga	359,333.34CR	168,351.65	186,227.56CR	377,209.25CR	310,537.20CR
205-11-000-85	Trash Claim on O	0.00	0.00	0.00	0.00	0.00
	FUND 205 TOTAL	359,333.34CR	168,351.65	186,227.56CR	377,209.25CR	310,537.20CR

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
Debt Service Fund						
301-11-000-00	Debt Service Cas	385,967.80	42,524.79	3,451.32CR	425,041.27	387,270.25
301-11-000-84	Claim on Cash De	23,372.51CR	0.00	3,500.00CR	26,872.51CR	26,289.18CR
301-11-000-90	Investment Accou	70,968.58	965.97	650.46CR	71,284.09	70,979.10
	FUND 301 TOTAL	433,563.87	43,490.76	7,601.78CR	469,452.85	431,960.17
Special Revenue Fund						
401-11-000-00	Special Revenue	46,059.28	612.39	788.06CR	45,883.61	45,753.42
401-11-000-70	Cash in bnk - Ho	0.00	0.00	13,891.61CR	13,891.61CR	463.05CR
401-11-000-84	Claim on Cash Sp	23,971.65	14,825.32	2,380.00CR	36,416.97	23,426.06
401-11-058-24	Seizure Fund Cas	0.00	0.00	0.00	0.00	0.00
	FUND 401 TOTAL	70,030.93	15,437.71	17,059.67CR	68,408.97	68,716.43
TIRZ Jackson Ridge						
402-11-000-00	TIRZ Cash	899,555.87	11,987.04	8,067.36CR	903,475.55	899,686.53
	FUND 402 TOTAL	899,555.87	11,987.04	8,067.36CR	903,475.55	899,686.53
Impact Fees						
403-11-000-00	Impact Fees Cash	408,561.25	5,444.29	3,664.04CR	410,341.50	408,620.59
	FUND 403 TOTAL	408,561.25	5,444.29	3,664.04CR	410,341.50	408,620.59
Development Fees						
404-11-000-00	Development Fees	256.74	3.42	2.30CR	257.86	256.78
404-11-000-50	Investment Acct-	2,166,789.21	28,928.06	19,294.86CR	2,176,422.41	2,167,110.66
404-11-000-60	Investment acct-	4,223,852.91	57,439.88	38,662.22CR	4,242,630.57	4,224,478.83
404-11-000-70	Investment Acct-	3,124,787.57	56,380.46	28,597.24CR	3,152,570.79	3,125,713.68
404-11-000-90	Investment Accou	429,004.88	5,839.35	3,932.14CR	430,912.09	429,068.45
	FUND 404 TOTAL	9,944,691.31	148,591.17	90,488.76CR	10,002,793.72	9,946,628.40
Grant Fund						
405-11-000-00	Grant Fund Cash	1,097,286.50	14,621.91	9,840.64CR	1,102,067.77	1,097,445.88
405-11-000-84	Claim on Cash Gr	445,322.96CR	34,926.50	2,739.00CR	413,135.46CR	439,981.06CR
	FUND 405 TOTAL	651,963.54	49,548.41	12,579.64CR	688,932.31	657,464.82

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
Holding Acct Dev Agreemts						
406-11-000-00	Developer Cash H	1,515.58	20.20	13.60CR	1,522.18	1,515.80
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	552,555.10	0.00	43,594.27CR	508,960.83	526,398.54
	FUND 406 TOTAL	554,070.68	20.20	43,607.87CR	510,483.01	527,914.34
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	1,161.89	1,728.68	10.42CR	2,880.15	2,589.73
501-11-000-55	Vehicle Replacem	60,388.73	19,493.67	553.54CR	79,328.86	76,520.07
501-11-000-56	Project 38 Fund	0.00	0.00	0.00	0.00	0.00
501-11-000-58	Cash - Tax Notes	382,062.79	3,377.98	3,426.40CR	382,014.37	380,690.62
501-11-000-59	Cash - CO 2022 P	6,503,185.33	87,696.25	433,728.83CR	6,157,152.75	6,267,283.23
501-11-000-60	Cash - CO 2023 K	5,024,091.88	68,384.50	46,049.30CR	5,046,427.08	5,024,836.39
501-11-000-61	Cash - CO 2024 S	5,398,373.65	73,479.04	49,479.92CR	5,422,372.77	5,399,173.62
501-11-000-62	ABP LLC Cash Esc	0.00	0.00	0.00	0.00	0.00
501-11-000-63	HPR Lennar Escro	0.00	0.00	0.00	0.00	0.00
501-11-000-84	Claim on Cash Ca	2,583,910.70	373,946.13	806,332.04CR	2,151,524.79	2,310,756.56
501-11-000-90	Investment Accou	0.00	0.00	0.00	0.00	0.00
501-11-008-38	Cash - Water Bon	564,580.33	7,684.67	5,174.74CR	567,090.26	564,663.99
501-11-026-00	Cash in LOGIC -	0.00	0.00	0.00	0.00	0.00
	FUND 501 TOTAL	20,517,755.30	635,790.92	1,344,755.19CR	19,808,791.03	20,026,514.21
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	799,316.74	112,481.59	7,736.64CR	904,061.69	846,623.36
701-11-000-84	Claim on Cash MD	156,642.36CR	2,372.90	17,963.39CR	172,232.85CR	162,682.09CR
701-11-000-90	Investment Accou	1,597,468.72	21,991.73	14,890.00CR	1,604,570.45	1,597,705.44
701-11-088-41	EDC cash	0.00	0.00	0.00	0.00	0.00
	FUND 701 TOTAL	2,240,143.10	136,846.22	40,590.03CR	2,336,399.29	2,281,646.71

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
Employee Benefit Trust						
801-11-000-00	Employee Benefit	40,437.77	109,210.64	101,143.98CR	48,504.43	63,861.99
801-11-000-84	Claim on Cash EB	62,400.41CR	108,053.86	107,883.86CR	62,230.41CR	71,356.73CR
	FUND 801 TOTAL	21,962.64CR	217,264.50	209,027.84CR	13,725.98CR	7,494.74CR
Jackson Ridge PID						
802-11-000-00	Cash Collection	203,803.26	0.00	0.00	203,803.26	203,803.26
802-11-000-01	Cash in Wilmingt	1,457,348.31	0.00	0.00	1,457,348.31	1,457,348.31
802-11-000-02	Cash in Wilmingt	1,104,449.62	0.00	0.00	1,104,449.62	1,104,449.62
802-11-000-05	Cash in Wilmingt	1,176,506.46	0.00	0.00	1,176,506.46	1,176,506.46
802-11-000-06	Cash in Wilmingt	282,321.25	0.00	0.00	282,321.25	282,321.25
802-11-000-07	Cash in Wilmingt	0.00	0.00	0.00	0.00	0.00
	FUND 802 TOTAL	4,224,428.90	0.00	0.00	4,224,428.90	4,224,428.90
Winn Ridge South PID						
803-11-000-01	Cash in Wilmingt	904,058.10	0.00	0.00	904,058.10	904,058.10
	FUND 803 TOTAL	904,058.10	0.00	0.00	904,058.10	904,058.10
Pooled Cash Fund						
901-11-000-00	Pooled Cash	1,408,847.52	2,530,696.93	2,417,651.42CR	1,521,893.03	1,620,494.77
	FUND 901 TOTAL	1,408,847.52	2,530,696.93	2,417,651.42CR	1,521,893.03	1,620,494.77
	REPORT TOTALS	47,015,282.89	6,689,597.21	6,593,328.13CR	47,111,551.97	47,226,890.16

SELECTION CRITERIA

PRINT CURRENT

FUND: All

ACCOUNT TYPE: ALL CASH

TRANSACTION DATES: 6/01/2024 THRU 6/30/2024

PERIOD 13: EXCLUDE

PRINT OPTIONS

REPORT TYPE: SUMMARY

RECAP ONLY: NO

DESCRIPTIONS: NO

*** END OF REPORT ***

Revenue/Expense by Fund

(Unaudited)

June 2024

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Fines and Fees	82,000	23,491.78	130,228.05	0.00	(48,228.05)	158.81
Taxes	5,988,000	326,111.59	5,406,968.70	0.00	581,031.30	90.30
Grants	131,686	0.00	65,842.88	0.00	65,843.12	50.00
Donations	256,357	362.41	279,574.02	0.00	(23,217.02)	109.06
Charges for Services	8,804,329	1,039,060.03	6,740,587.38	0.00	2,063,741.62	76.56
Permits	2,648,680	42,024.94	1,522,509.89	0.00	1,126,170.11	57.48
Miscellaneous	847,102	46,524.84	581,033.82	0.00	266,068.18	68.59
TOTAL GENERAL REVENUE	18,758,154	1,477,575.59	14,726,744.74	0.00	4,031,409.26	78.51
TOTAL REVENUE	18,758,154	1,477,575.59	14,726,744.74	0.00	4,031,409.26	78.51
EXPENSE SUMMARY						
Administration						
Personnel	813,050	70,026.90	607,206.27	0.00	205,843.73	74.68
Materials & Supplies	14,000	1,581.34	10,896.35	0.00	3,103.65	77.83
Repairs & Maintenance	45,044	289.00	16,372.80	4,140.98	24,530.22	45.54
Utilities	23,000	980.75	16,503.67	0.00	6,496.33	71.76
Contract Services	428,632	18,630.30	181,684.96	0.00	246,947.04	42.39
Fees & Other Services	196,637	19,527.58	199,678.79	51,960.00	(55,001.79)	127.97
Miscellaneous	45,000	3,349.64	20,649.16	94,015.44	(69,664.60)	254.81
TOTAL Administration	1,565,363	114,385.51	1,052,992.00	150,116.42	362,254.58	76.86
Police Department						
Personnel	2,298,471	175,514.07	1,574,216.97	0.00	724,254.03	68.49
Materials & Supplies	181,140	13,655.12	114,328.35	0.00	66,811.65	63.12
Repairs & Maintenance	65,186	2,847.41	47,585.67	0.00	17,600.33	73.00
Utilities	24,583	2,003.41	19,727.51	0.00	4,855.49	80.25
Contract Services	59,121	1,115.00	34,656.70	0.00	24,464.30	58.62
Fees & Other Services	97,347	2,314.61	57,959.02	0.00	39,387.98	59.54
Public Safety	205,199	12,267.84	121,064.37	15,709.92	68,424.71	66.65
Miscellaneous	65,843	0.00	65,846.88	0.00	(3.88)	100.01
TOTAL Police Department	2,996,890	209,717.46	2,035,385.47	15,709.92	945,794.61	68.44
Fire Department						
Personnel	5,318,181	353,175.27	3,652,607.49	0.00	1,665,573.51	68.68
Materials & Supplies	398,891	21,167.43	283,265.48	57,179.46	58,446.06	85.35
Repairs & Maintenance	507,592	35,665.00	499,024.54	21,336.92	(12,769.46)	102.52
Utilities	58,580	1,784.46	38,533.69	0.00	20,046.31	65.78
Contract Services	55,700	1,255.00	21,494.78	0.00	34,205.22	38.59
Fees & Other Services	162,151	3,455.13	97,556.33	0.00	64,594.67	60.16
Public Safety	90,893	14,286.84	61,597.42	11,660.00	17,635.58	80.60
Debt Service	95,436	7,952.98	71,576.82	0.00	23,859.18	75.00
TOTAL Fire Department	6,687,424	438,742.11	4,725,656.55	90,176.38	1,871,591.07	72.01

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
AAA						
Streets Department						
Personnel	311,960	20,733.03	204,314.69	0.00	107,645.31	65.49
Materials & Supplies	29,051	6,439.13	28,663.86	0.00	387.14	98.67
Repairs & Maintenance	63,000	479.29	63,928.32	7,979.27	(8,907.59)	114.14
Utilities	38,270	0.00	38,293.81	0.00	(23.81)	100.06
Contract Services	20,350	0.00	9,900.49	0.00	10,449.51	48.65
Fees & Other Services	4,463	0.00	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	27,651.45	373,427.28	17,965.56	117,289.16	76.94
Development Services						
Personnel	598,254	34,397.81	318,268.88	0.00	279,985.12	53.20
Materials & Supplies	13,600	387.78	8,114.73	0.00	5,485.27	59.67
Repairs & Maintenance	1,000	0.00	460.27	0.00	539.73	46.03
Contract Services	1,676,530	53,120.89	1,127,431.50	0.00	549,098.50	67.25
Fees & Other Services	43,960	2,326.85	33,159.82	0.00	10,800.18	75.43
Miscellaneous	50,000	0.00	27,539.40	0.00	22,460.60	55.08
TOTAL Development Services	2,383,344	90,233.33	1,514,974.60	0.00	868,369.40	63.57
Court						
Personnel	76,128	5,970.57	56,021.32	0.00	20,106.68	73.59
Materials & Supplies	800	65.16	873.35	0.00	(73.35)	109.17
Contract Services	27,900	1,400.00	19,756.50	0.00	8,143.50	70.81
Fees & Other Services	5,685	0.00	2,510.28	0.00	3,174.72	44.16
TOTAL Court	110,513	7,435.73	79,161.45	0.00	31,351.55	71.63
Parks & Recreation						
Personnel	213,066	15,719.58	137,439.15	0.00	75,626.85	64.51
Materials & Supplies	11,300	135.40	4,585.77	0.00	6,714.23	40.58
Repairs & Maintenance	30,000	844.88	18,356.98	0.00	11,643.02	61.19
Utilities	3,500	186.64	4,540.77	0.00	(1,040.77)	129.74
Fees & Other Services	8,370	293.45	2,924.09	0.00	5,445.91	34.94
Miscellaneous	160,000	6,001.42	89,350.59	0.00	70,649.41	55.84
TOTAL Parks & Recreation	426,236	23,181.37	257,197.35	0.00	169,038.65	60.34
Library						
Personnel	263,466	21,568.61	195,916.62	0.00	67,549.38	74.36
Materials & Supplies	55,060	1,809.98	37,958.50	3,473.23	13,628.27	75.25
Repairs & Maintenance	68,000	315.00	67,207.96	0.00	792.04	98.84
Utilities	20,974	586.02	13,579.38	0.00	7,394.62	64.74
Contract Services	1,800	0.00	450.00	0.00	1,350.00	25.00
Fees & Other Services	33,352	1,151.25	24,852.85	0.00	8,499.15	74.52
Miscellaneous	25,662	2,879.54	17,003.34	0.00	8,658.66	66.26
TOTAL Library	468,314	28,310.40	356,968.65	3,473.23	107,872.12	76.97

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Providence Village PD						
Personnel	896,282	77,906.37	720,770.11	0.00	175,511.89	80.42
Materials & Supplies	85,040	1,735.65	33,795.77	0.00	51,244.23	39.74
Repairs & Maintenance	20,773	1,192.77	21,577.12	0.00	(804.12)	103.87
Utilities	5,655	1,011.44	7,737.97	0.00	(2,082.97)	136.83
Contract Services	3,300	0.00	2,130.00	0.00	1,170.00	64.55
Fees & Other Services	59,411	2,500.00	38,709.52	0.00	20,701.48	65.16
Public Safety	53,566	6,069.00	37,047.30	5,236.64	11,282.06	78.94
Miscellaneous	0	0.00	20,798.22	0.00	(20,798.22)	0.00
TOTAL Providence Village PD	1,124,027	90,415.23	882,566.01	5,236.64	236,224.35	78.98
Fleet						
HR						
TOTAL EXPENSES	16,270,793	1,030,072.59	11,278,329.36	282,678.15	4,709,785.49	71.05
REVENUE OVER/(UNDER) EXPENSES	2,487,361	447,503.00	3,448,415.38	(282,678.15)	(678,376.23)	127.27

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fines and Fees						
101-4000-01-4400 Fines and fees	80,000	23,340.59	126,955.69	0.00	(46,955.69)	158.69
101-4000-01-4410 Warrant Income	2,000	151.19	3,272.36	0.00	(1,272.36)	163.62
TOTAL Fines and Fees	82,000	23,491.78	130,228.05	0.00	(48,228.05)	158.81
Taxes						
101-4000-02-4100 Property Taxes	2,380,000	69,536.32	2,484,101.83	0.00	(104,101.83)	104.37
101-4000-02-4130 Sales Taxes	2,300,000	232,310.75	1,829,351.46	0.00	470,648.54	79.54
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	0.00	2,498.08	0.00	1,501.92	62.45
101-4000-02-4143 Franchise Tax-Cable TV	12,000	0.00	8,391.81	0.00	3,608.19	69.93
101-4000-02-4144 Franchise Tax-Water	700,000	0.00	614,879.15	0.00	85,120.85	87.84
101-4000-02-4146 Franchise Tax-Garbage	280,000	24,264.52	216,499.03	0.00	63,500.97	77.32
TOTAL Taxes	5,988,000	326,111.59	5,406,968.70	0.00	581,031.30	90.30
Grants						
101-4000-03-4391 Grants - Police	131,686	0.00	65,842.88	0.00	65,843.12	50.00
TOTAL Grants	131,686	0.00	65,842.88	0.00	65,843.12	50.00
Donations						
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	0.00	252,306.71	0.00	(1,949.71)	100.78
101-4000-04-4393 Donations-Library	6,000	362.41	26,006.31	0.00	(20,006.31)	433.44
TOTAL Donations	256,357	362.41	279,574.02	0.00	(23,217.02)	109.06
Charges for Services						
101-4000-06-4104 Aspen Meadow Police	97,000	8,273.91	68,930.40	0.00	28,069.60	71.06
101-4000-06-4312 DC FWSD # 8A	0	13,654.79	111,119.13	0.00	(111,119.13)	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	411,163.60	0.00	(411,163.60)	0.00
101-4000-06-4318 DC FWSD # 10 Elm Ridge	0	55,930.54	372,669.85	0.00	(372,669.85)	0.00
101-4000-06-4319 Arrow Brook	0	0.00	141,727.39	0.00	(141,727.39)	0.00
101-4000-06-4320 DC FWSD # 11A	0	24,865.34	198,161.55	0.00	(198,161.55)	0.00
101-4000-06-4321 DC FWSD # 11B	0	18,543.72	187,699.48	0.00	(187,699.48)	0.00
101-4000-06-4323 DC FWSD #11C	0	0.00	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	99,699.00	949,291.00	0.00	325,097.00	74.49
101-4000-06-4402 Silverado Police	825,000	76,790.61	591,861.29	0.00	233,138.71	71.74
101-4000-06-4403 Sandbrock Police	350,000	35,177.39	282,047.41	0.00	67,952.59	80.58
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	24.00	450.00	0.00	50.00	90.00
101-4000-06-4480 Library fines & fees	500	108.24	373.00	0.00	127.00	74.60
101-4000-06-4481 Public Services - copie	1,500	295.82	1,461.61	0.00	38.39	97.44
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	0.00	32,543.00	0.00	(43.00)	100.13

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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	385,882.00	385,882.00	0.00	0.00	100.00
101-4000-06-4735 Denton Co Fire Runs	800,000	70,700.00	746,400.00	0.00	53,600.00	93.30
101-4000-06-4741 Krugerville ILA Fire	165,000	0.00	83,817.50	0.00	81,182.50	50.80
101-4000-06-4742 Silverado Fire	900,000	85,469.49	638,287.95	0.00	261,712.05	70.92
101-4000-06-4744 Sandbrock Fire	250,000	22,835.10	192,155.75	0.00	57,844.25	76.86
101-4000-06-4745 Aspen Meadow Fire	110,000	9,206.13	74,118.67	0.00	35,881.33	67.38
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	84,691.65	962,848.03	0.00	237,151.97	80.24
TOTAL Charges for Services	8,804,329	1,039,060.03	6,740,587.38	0.00	2,063,741.62	76.56
Permits						
101-4000-07-4200 Building Permits	1,100,000	16,439.00	529,351.30	0.00	570,648.70	48.12
101-4000-07-4210 Plan Review fees	1,300,000	15,368.87	845,007.52	0.00	454,992.48	65.00
101-4000-07-4220 Inspection fees	225,000	7,560.00	123,319.00	0.00	101,681.00	54.81
101-4000-07-4250 Contractor registration	4,000	605.00	4,510.00	0.00	(510.00)	112.75
101-4000-07-4260 Other Permit fee	3,000	260.00	3,800.00	0.00	(800.00)	126.67
101-4000-07-4290 Health Permits	15,000	250.00	11,950.00	0.00	3,050.00	79.67
101-4000-07-4310 Demolition Permits	0	300.00	1,050.00	0.00	(1,050.00)	0.00
101-4000-07-4320 Sign Permit	1,200	1,242.07	2,542.07	0.00	(1,342.07)	211.84
101-4000-07-4330 Solicitation permit	360	0.00	360.00	0.00	0.00	100.00
101-4000-07-4350 Alcohol Permit	120	0.00	620.00	0.00	(500.00)	516.67
TOTAL Permits	2,648,680	42,024.94	1,522,509.89	0.00	1,126,170.11	57.48
Miscellaneous						
101-4000-09-4430 All Admin Fees	185,000	11,970.00	123,745.00	0.00	61,255.00	66.89
101-4000-09-4435 City Event Fees	80,000	150.00	35,730.00	0.00	44,270.00	44.66
101-4000-09-4500 Interest Income	400,000	34,404.84	333,645.31	0.00	66,354.69	83.41
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	46,524.84	581,033.82	0.00	266,068.18	68.59
Contingency/FB						
TOTAL REVENUE	18,758,154	1,477,575.59	14,726,744.74	0.00	4,031,409.26	78.51

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Administration % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
101-5101-01-5101 Salaries	675,000	58,573.86	501,418.57	0.00	173,581.43	74.28
101-5101-01-5105 Overtime	2,500	340.69	2,094.27	0.00	405.73	83.77
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	3,829.45	32,155.70	0.00	10,344.30	75.66
101-5101-01-5108 Payroll Tax Expense (me	9,600	819.98	7,410.60	0.00	2,189.40	77.19
101-5101-01-5109 Group Health Insurance	65,000	6,177.92	53,491.49	0.00	11,508.51	82.29
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	285.00	7,712.41	0.00	7,287.59	51.42
TOTAL Personnel	813,050	70,026.90	607,206.27	0.00	205,843.73	74.68
Materials & Supplies						
101-5101-03-5050 Office Supplies	12,000	1,285.08	9,233.40	0.00	2,766.60	76.95
101-5101-03-5090 Postage	2,000	296.26	1,662.95	0.00	337.05	83.15
TOTAL Materials & Supplies	14,000	1,581.34	10,896.35	0.00	3,103.65	77.83
Repairs & Maintenance						
101-5101-04-5120 Building Maintenance	41,544	245.00	15,576.37	4,140.98	21,826.65	47.46
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	44.00	229.22	0.00	1,770.78	11.46
TOTAL Repairs & Maintenance	45,044	289.00	16,372.80	4,140.98	24,530.22	45.54
Utilities						
101-5101-05-5616 Utilities -Electricity	8,000	0.00	5,570.28	0.00	2,429.72	69.63
101-5101-05-5617 Utilities -Gas	2,500	0.00	1,383.45	0.00	1,116.55	55.34
101-5101-05-5618 Utilities -Telephone	8,500	687.69	6,452.72	0.00	2,047.28	75.91
101-5101-05-5619 Utilities -Water/Sewer	4,000	293.06	3,097.22	0.00	902.78	77.43
TOTAL Utilities	23,000	980.75	16,503.67	0.00	6,496.33	71.76
Contract Services						
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	646.80	0.00	2,353.20	21.56
101-5101-06-5240 Drug testing/background	1,500	225.30	1,283.30	0.00	216.70	85.55
101-5101-06-5300 Benefits Administration	20,000	1,670.00	15,542.54	0.00	4,457.46	77.71
101-5101-06-5620 Legal & Professional	400,000	16,508.00	161,490.32	0.00	238,509.68	40.37
101-5101-06-5685 Storage Building	4,000	172.00	2,590.00	0.00	1,410.00	64.75
TOTAL Contract Services	428,632	18,630.30	181,684.96	0.00	246,947.04	42.39
Fees & Other Services						
101-5101-07-5150 Printing	12,200	0.00	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	595.50	3,865.12	0.00	1,434.88	72.93
101-5101-07-5260 Dues and Membership	8,000	0.00	9,017.38	0.00	(1,017.38)	112.72
101-5101-07-5280 Copier Maintenance cont	9,000	954.18	5,791.55	0.00	3,208.45	64.35
101-5101-07-5310 Tax Assessor/Collector	3,000	10.25	10.25	0.00	2,989.75	0.34
101-5101-07-5320 Appraisal District Fees	31,165	7,791.20	23,373.60	0.00	7,791.40	75.00
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	10,176.45	122,915.62	51,960.00	(59,875.62)	152.07

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Administration % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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	19,527.58	199,678.79	51,960.00	(55,001.79)	127.97
Miscellaneous						
101-5101-09-5130 Community Development	25,000	1,454.96	7,005.11	0.00	17,994.89	28.02
101-5101-09-5131 Meetings	5,000	204.19	611.86	0.00	4,388.14	12.24
101-5101-09-5132 Employee Appreciation	15,000	3,131.65	13,032.19	1,600.00	367.81	97.55
101-5101-09-5140 Miscellaneous	0	(1,441.16)	0.00	0.00	0.00	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	3,349.64	20,649.16	94,015.44	(69,664.60)	254.81
Debt Service						
TOTAL Administration	1,565,363	114,385.51	1,052,992.00	150,116.42	362,254.58	76.86

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Police Department % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
101-5102-01-5101 Salaries	1,792,391	140,303.59	1,207,556.82	0.00	584,834.18	67.37
101-5102-01-5105 Overtime	50,127	4,511.93	34,009.21	0.00	16,117.79	67.85
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	9,413.01	80,677.60	0.00	39,161.40	67.32
101-5102-01-5108 Payroll Tax Expense (me	28,597	2,024.30	18,130.02	0.00	10,466.98	63.40
101-5102-01-5109 Group Health Insurance	219,492	18,802.04	152,634.17	0.00	66,857.83	69.54
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	459.20	19,790.21	0.00	6,814.79	74.39
TOTAL Personnel	2,298,471	175,514.07	1,574,216.97	0.00	724,254.03	68.49
Materials & Supplies						
101-5102-03-5050 Office Supplies	9,212	1,245.25	8,100.48	0.00	1,111.52	87.93
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	11,766.59	77,417.61	0.00	51,582.39	60.01
101-5102-03-5081 Uniforms	25,804	563.28	21,857.13	0.00	3,946.87	84.70
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	80.00	408.27	0.00	91.73	81.65
TOTAL Materials & Supplies	181,140	13,655.12	114,328.35	0.00	66,811.65	63.12
Repairs & Maintenance						
101-5102-04-5120 Building Maintenance	8,000	345.00	3,070.00	0.00	4,930.00	38.38
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	2,502.41	44,061.17	0.00	11,124.83	79.84
TOTAL Repairs & Maintenance	65,186	2,847.41	47,585.67	0.00	17,600.33	73.00
Utilities						
101-5102-05-5616 Utilities -Electricity	3,500	0.00	2,591.01	0.00	908.99	74.03
101-5102-05-5618 Utilities -Telephone	18,883	1,902.00	16,238.66	0.00	2,644.34	86.00
101-5102-05-5619 Utilities -Water/Sewer	2,200	101.41	897.84	0.00	1,302.16	40.81
TOTAL Utilities	24,583	2,003.41	19,727.51	0.00	4,855.49	80.25
Contract Services						
101-5102-06-5240 Drug testing/background	2,700	1,115.00	5,840.50	0.00	(3,140.50)	216.31
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 Childerns' 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	0.00	465.00	0.00	23,545.00	1.94
TOTAL Contract Services	59,121	1,115.00	34,656.70	0.00	24,464.30	58.62
Fees & Other Services						
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	180.00	265.00	0.00	35.00	88.33
101-5102-07-5260 Dues and Memberships	2,000	0.00	1,233.80	0.00	766.20	61.69
101-5102-07-5280 Maintenance contracts	50,000	2,024.81	1,553.35	0.00	48,446.65	3.11
101-5102-07-5665 Technology	16,547	109.80	34,374.80	0.00	(17,827.80)	207.74
TOTAL Fees & Other Services	97,347	2,314.61	57,959.02	0.00	39,387.98	59.54

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Police Department % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Public Safety						
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	0.00	8,330.00	15,709.92	643.08	97.39
101-5102-08-5072 Promotional Supplies	5,840	0.00	4,280.18	0.00	1,559.82	73.29
101-5102-08-5625 Ammo/Firearms/Safety Eq	62,149	(54.16)	18,146.38	0.00	44,002.62	29.20
101-5102-08-5626 Taser 7 Lease	5,731	0.00	3,890.40	0.00	1,840.60	67.88
101-5102-08-5686 Flock Cameras	43,700	0.00	43,700.00	0.00	0.00	100.00
101-5102-08-5687 Denton Cty Communicatio	49,286	12,322.00	36,966.00	0.00	12,320.00	75.00
TOTAL Public Safety	205,199	12,267.84	121,064.37	15,709.92	68,424.71	66.65
Miscellaneous						
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
Debt Service						
TOTAL Police Department	2,996,890	209,717.46	2,035,385.47	15,709.92	945,794.61	68.44

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Fire Department % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
101-5103-01-5101 Salaries	3,831,375	253,249.61	2,657,677.12	0.00	1,173,697.88	69.37
101-5103-01-5105 Overtime	490,375	38,818.70	281,281.54	0.00	209,093.46	57.36
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	18,984.48	190,599.66	0.00	92,124.34	67.42
101-5103-01-5108 Payroll Tax Expense (me	63,069	4,110.81	43,276.85	0.00	19,792.15	68.62
101-5103-01-5109 Group Health Insurance	459,888	31,448.52	311,436.87	0.00	148,451.13	67.72
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	6,563.15	42,241.69	0.00	21,858.31	65.90
TOTAL Personnel	5,318,181	353,175.27	3,652,607.49	0.00	1,665,573.51	68.68
Materials & Supplies						
101-5103-03-5080 Gas & Oil	109,800	7,778.72	68,506.56	0.00	41,293.44	62.39
101-5103-03-5081 Uniforms	114,091	2,469.79	98,604.90	53,741.99	(38,255.89)	133.53
101-5103-03-5090 Postage	300	32.00	218.95	0.00	81.05	72.98
101-5103-03-5150 Office Supplies	14,700	2,301.64	13,742.97	0.00	957.03	93.49
101-5103-03-5155 Supplies - Medic	160,000	8,585.28	102,192.10	3,437.47	54,370.43	66.02
TOTAL Materials & Supplies	398,891	21,167.43	283,265.48	57,179.46	58,446.06	85.35
Repairs & Maintenance						
101-5103-04-5120 Building Maintenance	71,000	5,446.77	92,397.00	14,850.03	(36,247.03)	151.05
101-5103-04-5121 Equipment Maintenace	302,592	4,642.18	272,968.60	0.00	29,623.40	90.21
101-5103-04-5122 Vehicle Maintenance	134,000	25,576.05	133,658.94	6,486.89	(6,145.83)	104.59
TOTAL Repairs & Maintenance	507,592	35,665.00	499,024.54	21,336.92	(12,769.46)	102.52
Utilities						
101-5103-05-5616 Utilities -Electricity	16,000	0.00	16,222.30	0.00	(222.30)	101.39
101-5103-05-5617 Utilities -Gas	6,900	0.00	3,780.22	0.00	3,119.78	54.79
101-5103-05-5618 Utilities -Telephone	25,980	1,225.88	12,109.11	0.00	13,870.89	46.61
101-5103-05-5619 Utilities -Water/Sewer	7,600	397.59	5,097.03	0.00	2,502.97	67.07
101-5103-05-5620 Direct TV Navo	2,100	160.99	1,325.03	0.00	774.97	63.10
TOTAL Utilities	58,580	1,784.46	38,533.69	0.00	20,046.31	65.78
Contract Services						
101-5103-06-5240 Drug testing/background	2,100	430.00	2,019.00	0.00	81.00	96.14
101-5103-06-5620 Legal and Professional	53,000	825.00	18,913.28	0.00	34,086.72	35.69
101-5103-06-5658 Fire Extinguishers	600	0.00	562.50	0.00	37.50	93.75
TOTAL Contract Services	55,700	1,255.00	21,494.78	0.00	34,205.22	38.59
Fees & Other Services						
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	1,660.00	8,796.32	0.00	3,603.68	70.94
101-5103-07-5280 Copier Maintenance Cont	2,000	433.45	2,012.41	0.00	(12.41)	100.62
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	28,268.98	0.00	11,731.02	70.67
TOTAL Fees & Other Services	162,151	3,455.13	97,556.33	0.00	64,594.67	60.16

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Fire Department % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Public Safety						
101-5103-08-5070 Firefighting Supplies	35,000	312.84	19,675.42	11,660.00	3,664.58	89.53
101-5103-08-5687 Denton Cty Communicatio	55,893	13,974.00	41,922.00	0.00	13,971.00	75.00
TOTAL Public Safety	90,893	14,286.84	61,597.42	11,660.00	17,635.58	80.60
Miscellaneous						
Debt Service						
101-5103-98-5693 Capital Lease - '18 Pir	95,436	7,952.98	71,576.82	0.00	23,859.18	75.00
TOTAL Debt Service	95,436	7,952.98	71,576.82	0.00	23,859.18	75.00
TOTAL Fire Department	6,687,424	438,742.11	4,725,656.55	90,176.38	1,871,591.07	72.01

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - AAA % OF YEAR COMPLETED: 75.00

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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Streets Department % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
101-5105-01-5101 Salaries	235,796	13,746.60	152,223.69	0.00	83,572.31	64.56
101-5105-01-5105 Overtime	6,000	1,811.59	6,270.38	0.00	(270.38)	104.51
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	1,011.27	10,264.45	0.00	5,520.55	65.03
101-5105-01-5108 Payroll Tax Expense (me	3,521	223.83	2,604.89	0.00	916.11	73.98
101-5105-01-5109 Group Health Insurance	41,808	2,618.70	26,218.27	0.00	15,589.73	62.71
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	1,321.04	3,597.50	0.00	1,402.50	71.95
TOTAL Personnel	311,960	20,733.03	204,314.69	0.00	107,645.31	65.49
Materials & Supplies						
101-5105-03-5050 Office Supplies	2,000	333.40	1,376.71	0.00	623.29	68.84
101-5105-03-5080 Gas & Oil	8,251	682.68	7,071.73	0.00	1,179.27	85.71
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	3,991.11	12,127.11	0.00	(3,327.11)	137.81
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	1,431.94	4,905.90	0.00	(905.90)	122.65
TOTAL Materials & Supplies	29,051	6,439.13	28,663.86	0.00	387.14	98.67
Repairs & Maintenance						
101-5105-04-5121 Equipment Maintenance	10,000	479.29	14,184.23	0.00	(4,184.23)	141.84
101-5105-04-5122 Vehicle Maintenance	0	0.00	1,692.33	0.00	(1,692.33)	0.00
101-5105-04-5609 Street Signs	45,000	0.00	42,195.38	7,979.27	(5,174.65)	111.50
101-5105-04-5629 Street maintenance	8,000	0.00	5,856.38	0.00	2,143.62	73.20
TOTAL Repairs & Maintenance	63,000	479.29	63,928.32	7,979.27	(8,907.59)	114.14
Utilities						
101-5105-05-5616 Utilities - Electricity	38,270	0.00	38,293.81	0.00	(23.81)	100.06
TOTAL Utilities	38,270	0.00	38,293.81	0.00	(23.81)	100.06
Contract Services						
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
Fees & Other Services						
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	0.00	612.33	1,568.29	(180.62)	109.03
TOTAL Fees & Other Services	4,463	0.00	1,738.35	1,568.29	1,156.36	74.09
Miscellaneous						
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	27,651.45	373,427.28	17,965.56	117,289.16	76.94

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Development Services % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
101-5107-01-5101 Salaries	481,829	26,784.93	241,710.27	0.00	240,118.73	50.17
101-5107-01-5105 Overtime	4,000	1,046.90	6,163.36	0.00	(2,163.36)	154.08
101-5107-01-5106 Longevity	250	0.00	250.00	0.00	0.00	100.00
101-5107-01-5107 Retirement - TMRS	25,000	1,809.07	16,235.28	0.00	8,764.72	64.94
101-5107-01-5108 Payroll Tax Expense (me	6,000	392.41	3,433.66	0.00	2,566.34	57.23
101-5107-01-5109 Group Health Insurance	60,000	4,364.50	36,020.78	0.00	23,979.22	60.03
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	0.00	883.29	0.00	4,291.71	17.07
TOTAL Personnel	598,254	34,397.81	318,268.88	0.00	279,985.12	53.20
Materials & Supplies						
101-5107-03-5050 Office Supplies	7,000	309.77	6,461.44	0.00	538.56	92.31
101-5107-03-5080 Gas & Oil	3,000	78.01	371.49	0.00	2,628.51	12.38
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	387.78	8,114.73	0.00	5,485.27	59.67
Repairs & Maintenance						
101-5107-04-5122 Vehicle Maintenance	1,000	0.00	460.27	0.00	539.73	46.03
TOTAL Repairs & Maintenance	1,000	0.00	460.27	0.00	539.73	46.03
Contract Services						
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	0.00	89,308.19	0.00	(14,308.19)	119.08
101-5107-06-5723 Animal Control	56,130	4,633.50	35,935.50	0.00	20,194.50	64.02
101-5107-06-5724 Code Enforcement	0	0.00	4,186.20	0.00	(4,186.20)	0.00
101-5107-06-5725 Mowing and clean-up	35,000	15,537.83	43,297.78	0.00	(8,297.78)	123.71
101-5107-06-5763 Inspectors - Bureau Ver	1,450,000	21,183.04	874,485.12	0.00	575,514.88	60.31
101-5107-06-5764 Planners	60,000	11,766.52	79,818.21	0.00	(19,818.21)	133.03
TOTAL Contract Services	1,676,530	53,120.89	1,127,431.50	0.00	549,098.50	67.25
Fees & Other Services						
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	23.85	864.32	0.00	1,295.68	40.01
101-5107-07-5665 Technology	35,000	2,100.00	27,196.35	0.00	7,803.65	77.70
101-5107-07-5762 Filing Fees	3,000	203.00	3,198.25	0.00	(198.25)	106.61
101-5107-07-5765 Property Liens	500	0.00	0.00	0.00	500.00	0.00
TOTAL Fees & Other Services	43,960	2,326.85	33,159.82	0.00	10,800.18	75.43
Miscellaneous						
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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Development Services % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Debt Service						
TOTAL Development Services	2,383,344	90,233.33	1,514,974.60	0.00	868,369.40	63.57

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Court % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
101-5108-01-5101 Salaries	59,100	4,702.34	44,182.25	0.00	14,917.75	74.76
101-5108-01-5105 Overtime	1,000	22.17	640.17	0.00	359.83	64.02
101-5108-01-5106 Longevity	350	0.00	350.00	0.00	0.00	100.00
101-5108-01-5107 Retirement - TMRS	3,929	307.10	2,936.24	0.00	992.76	74.73
101-5108-01-5108 Payroll Tax Expense (me	877	66.06	661.68	0.00	215.32	75.45
101-5108-01-5109 Group Health Insurance	10,452	872.90	6,667.55	0.00	3,784.45	63.79
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	0.00	500.00	0.00	(200.00)	166.67
TOTAL Personnel	76,128	5,970.57	56,021.32	0.00	20,106.68	73.59
Materials & Supplies						
101-5108-03-5050 Office Supplies	200	39.00	500.69	0.00	(300.69)	250.35
101-5108-03-5090 Postage	500	26.16	372.66	0.00	127.34	74.53
101-5108-03-5150 Printing	100	0.00	0.00	0.00	100.00	0.00
TOTAL Materials & Supplies	800	65.16	873.35	0.00	(73.35)	109.17
Repairs & Maintenance						
Contract Services						
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	12,600.00	0.00	2,400.00	84.00
TOTAL Contract Services	27,900	1,400.00	19,756.50	0.00	8,143.50	70.81
Fees & Other Services						
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	0.00	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	0.00	2,510.28	0.00	3,174.72	44.16
Debt Service						
TOTAL Court	110,513	7,435.73	79,161.45	0.00	31,351.55	71.63

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Parks & Recreation % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
101-5110-01-5101 Salaries	160,000	10,606.23	95,797.92	0.00	64,202.08	59.87
101-5110-01-5105 Overtime	6,000	1,055.70	7,104.06	0.00	(1,104.06)	118.40
101-5110-01-5106 Longevity	50	0.00	0.00	0.00	50.00	0.00
101-5110-01-5107 Retirement - TMRS	8,968	758.03	6,688.60	0.00	2,279.40	74.58
101-5110-01-5108 Payroll Tax Expense (me	2,000	168.90	1,540.97	0.00	459.03	77.05
101-5110-01-5109 Group Health Insurance	30,000	2,613.42	21,154.59	0.00	8,845.41	70.52
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	4,000	517.30	3,616.68	0.00	383.32	90.42
TOTAL Personnel	213,066	15,719.58	137,439.15	0.00	75,626.85	64.51
Materials & Supplies						
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	81.30	568.82	0.00	631.18	47.40
101-5110-03-5081 Uniforms	600	54.10	479.88	0.00	120.12	79.98
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	500	0.00	0.00	0.00	500.00	0.00
TOTAL Materials & Supplies	11,300	135.40	4,585.77	0.00	6,714.23	40.58
Repairs & Maintenance						
101-5110-04-5121 Equipment Maintenance	6,000	467.99	5,703.43	0.00	296.57	95.06
101-5110-04-5122 Vehicle Maintenance	4,000	250.15	3,869.62	0.00	130.38	96.74
101-5110-04-5630 Park Maintenance	20,000	126.74	8,783.93	0.00	11,216.07	43.92
TOTAL Repairs & Maintenance	30,000	844.88	18,356.98	0.00	11,643.02	61.19
Utilities						
101-5110-05-5616 Utilities - Electricity	2,500	0.00	3,039.24	0.00	(539.24)	121.57
101-5110-05-5619 Utilities - Water/Sewer	1,000	186.64	1,501.53	0.00	(501.53)	150.15
TOTAL Utilities	3,500	186.64	4,540.77	0.00	(1,040.77)	129.74
Contract Services						
Fees & Other Services						
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	0.00	550.00	0.00	220.00	71.43
101-5110-07-5280 Maintenance Contract	0	293.45	293.45	0.00	(293.45)	0.00
101-5110-07-5624 Equipment Rental	2,000	0.00	0.00	0.00	2,000.00	0.00
101-5110-07-5665 Technology	4,000	0.00	1,000.00	0.00	3,000.00	25.00
TOTAL Fees & Other Services	8,370	293.45	2,924.09	0.00	5,445.91	34.94
Miscellaneous						
101-5110-09-5131 City Events	160,000	6,001.42	89,350.59	0.00	70,649.41	55.84
TOTAL Miscellaneous	160,000	6,001.42	89,350.59	0.00	70,649.41	55.84
TOTAL Parks & Recreation	426,236	23,181.37	257,197.35	0.00	169,038.65	60.34

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Library % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
101-5111-01-5101 Salaries	201,890	16,050.88	148,396.64	0.00	53,493.36	73.50
101-5111-01-5105 Overtime	3,000	822.99	3,460.57	0.00	(460.57)	115.35
101-5111-01-5106 Longevity	150	0.00	150.00	0.00	0.00	100.00
101-5111-01-5107 Retirement - TMRS	9,545	972.68	8,821.88	0.00	723.12	92.42
101-5111-01-5108 Payroll Tax Expense (me	2,973	235.74	2,216.74	0.00	756.26	74.56
101-5111-01-5109 Group Health Insurance	41,808	3,486.32	29,995.04	0.00	11,812.96	71.74
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	0.00	2,458.66	0.00	1,041.34	70.25
TOTAL Personnel	263,466	21,568.61	195,916.62	0.00	67,549.38	74.36
Materials & Supplies						
101-5111-03-5050 Office Supplies	5,460	86.98	5,363.71	0.00	96.29	98.24
101-5111-03-5052 Library Supplies	4,000	361.46	2,381.71	0.00	1,618.29	59.54
101-5111-03-5090 Postage	1,600	4.13	1,016.72	0.00	583.28	63.55
101-5111-03-5661 Collection Development	44,000	1,357.41	29,196.36	3,473.23	11,330.41	74.25
TOTAL Materials & Supplies	55,060	1,809.98	37,958.50	3,473.23	13,628.27	75.25
Repairs & Maintenance						
101-5111-04-5120 Building Maintenance	68,000	315.00	67,207.96	0.00	792.04	98.84
TOTAL Repairs & Maintenance	68,000	315.00	67,207.96	0.00	792.04	98.84
Utilities						
101-5111-05-5616 Utilities - Electricity	13,000	0.00	8,536.54	0.00	4,463.46	65.67
101-5111-05-5618 Utilities - Telephone	4,248	322.06	2,907.35	0.00	1,340.65	68.44
101-5111-05-5619 Utilities - Water/Sewer	3,726	263.96	2,135.49	0.00	1,590.51	57.31
TOTAL Utilities	20,974	586.02	13,579.38	0.00	7,394.62	64.74
Contract Services						
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
Fees & Other Services						
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	390.44	849.39	0.00	(349.39)	169.88
101-5111-07-5665 Technology	17,000	760.81	12,122.14	0.00	4,877.86	71.31
TOTAL Fees & Other Services	33,352	1,151.25	24,852.85	0.00	8,499.15	74.52
Miscellaneous						
101-5111-09-5130 Community Development	13,400	2,823.54	6,746.33	0.00	6,653.67	50.35
101-5111-09-5667 Senior Programs	3,000	56.00	994.90	0.00	2,005.10	33.16
101-5111-09-5685 Capital Equipment	9,262	0.00	9,262.11	0.00	(0.11)	100.00
TOTAL Miscellaneous	25,662	2,879.54	17,003.34	0.00	8,658.66	66.26
TOTAL Library	468,314	28,310.40	356,968.65	3,473.23	107,872.12	76.97

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Providence Village PD % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
101-5114-01-5101 Salaries	693,243	59,207.15	566,186.20	0.00	127,056.80	81.67
101-5114-01-5105 Overtime	20,007	5,445.04	27,842.35	0.00	(7,835.35)	139.16
101-5114-01-5106 Longevity	1,200	0.00	975.00	0.00	225.00	81.25
101-5114-01-5107 Retirement - TMRS	46,138	4,202.40	38,675.13	0.00	7,462.87	83.82
101-5114-01-5108 Payroll Tax Expense (me	16,761	899.24	8,664.96	0.00	8,096.04	51.70
101-5114-01-5109 Group Health Insurance	94,068	7,492.54	61,517.77	0.00	32,550.23	65.40
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	660.00	9,550.36	0.00	6,208.64	60.60
TOTAL Personnel	896,282	77,906.37	720,770.11	0.00	175,511.89	80.42
Materials & Supplies						
101-5114-03-5050 Office Supplies	4,428	536.00	5,437.84	0.00	(1,009.84)	122.81
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	825.58	14,224.83	0.00	49,103.17	22.46
101-5114-03-5081 Uniforms	12,045	374.07	7,965.84	0.00	4,079.16	66.13
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	1,735.65	33,795.77	0.00	51,244.23	39.74
Repairs & Maintenance						
101-5114-04-5121 Equipment Maintenance	3,000	209.40	1,884.60	0.00	1,115.40	62.82
101-5114-04-5122 Vehicle Maintenance	17,773	983.37	19,692.52	0.00	(1,919.52)	110.80
TOTAL Repairs & Maintenance	20,773	1,192.77	21,577.12	0.00	(804.12)	103.87
Utilities						
101-5114-05-5618 Utilities - Telephone	5,655	1,011.44	7,737.97	0.00	(2,082.97)	136.83
TOTAL Utilities	5,655	1,011.44	7,737.97	0.00	(2,082.97)	136.83
Contract Services						
101-5114-06-5240 Drug testing/background	800	0.00	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	0.00	2,130.00	0.00	1,170.00	64.55
Fees & Other Services						
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	22,500.00	0.00	7,500.00	75.00
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	38,709.52	0.00	20,701.48	65.16
Public Safety						
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	6,069.00	18,207.00	0.00	6,069.00	75.00
TOTAL Public Safety	53,566	6,069.00	37,047.30	5,236.64	11,282.06	78.94

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Providence Village PD % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Miscellaneous						
101-5114-09-5633 Capital - Vehicles	0	0.00	20,798.22	0.00	(20,798.22)	0.00
TOTAL Miscellaneous	0	0.00	20,798.22	0.00	(20,798.22)	0.00
Debt Service						
TOTAL Providence Village PD	1,124,027	90,415.23	882,566.01	5,236.64	236,224.35	78.98

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - Fleet % OF YEAR COMPLETED: 75.00

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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

101-General Fund

DEPARTMENT - HR % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
Materials & Supplies						
Repairs & Maintenance						
Utilities						
Contract Services						
Fees & Other Services						
Miscellaneous						
Contingency/FB						
TOTAL EXPENSES	16,270,793	1,030,072.59	11,278,329.36	282,678.15	4,709,785.49	71.05
REVENUE OVER/(UNDER) EXPENSES	2,487,361	447,503.00	3,448,415.38	(282,678.15)	(678,376.23)	127.27

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

201-Water Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Fines and Fees	338,000	35,870.15	300,133.11	0.00	37,866.89	88.80
Charges for Services	2,065,886	118,228.75	1,566,326.75	0.00	499,559.25	75.82
Miscellaneous	67,000	4,162.06	45,467.63	0.00	21,532.37	67.86
TOTAL GENERAL REVENUE	2,470,886	158,260.96	1,911,927.49	0.00	558,958.51	77.38
TOTAL REVENUE	2,470,886	158,260.96	1,911,927.49	0.00	558,958.51	77.38
EXPENSE SUMMARY						
Water						
Personnel	429,180	35,236.74	277,429.94	0.00	151,750.06	64.64
Materials & Supplies	234,000	21,793.72	244,137.28	8,175.00	(18,312.28)	107.83
Repairs & Maintenance	354,500	7,993.35	133,717.10	0.00	220,782.90	37.72
Utilities	102,200	583.53	94,384.91	0.00	7,815.09	92.35
Contract Services	98,850	0.00	15,116.16	0.00	83,733.84	15.29
Fees & Other Services	75,753	1,964.24	53,474.54	0.00	22,278.46	70.59
Debt Service	715,006	0.00	496,528.13	0.00	218,477.87	69.44
Contingency/FB	558,640	8,220.00	73,980.00	13,200.00	471,460.00	15.61
TOTAL Water	2,568,129	75,791.58	1,388,768.06	21,375.00	1,157,985.94	54.91
TOTAL EXPENSES	2,568,129	75,791.58	1,388,768.06	21,375.00	1,157,985.94	54.91
REVENUE OVER/(UNDER) EXPENSES	(97,243)	82,469.38	523,159.43	(21,375.00)	(599,027.43)	516.01-

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

201-Water Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fines and Fees						
201-4000-01-4012 Late Penalties-Water	26,000	3,337.15	23,826.11	0.00	2,173.89	91.64
201-4000-01-4013 Application fee	5,000	580.00	5,480.00	0.00	(480.00)	109.60
201-4000-01-4014 Reconnects	6,500	495.00	5,015.00	0.00	1,485.00	77.15
201-4000-01-4630 Bank Fees collected	500	30.00	420.00	0.00	80.00	84.00
201-4000-01-4710 Water Impact Fees	300,000	31,428.00	265,392.00	0.00	34,608.00	88.46
TOTAL Fines and Fees	338,000	35,870.15	300,133.11	0.00	37,866.89	88.80
Charges for Services						
201-4000-06-4010 Water Billings	1,734,386	113,420.54	1,206,600.01	0.00	527,785.99	69.57
201-4000-06-4011 Water Conection/Tap Fee	80,000	5,358.70	157,800.80	0.00	(77,800.80)	197.25
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	(550.49)	47,165.90	0.00	(47,165.90)	0.00
201-4000-06-4020 Infrastructure Inspecti	250,000	0.00	154,760.04	0.00	95,239.96	61.90
TOTAL Charges for Services	2,065,886	118,228.75	1,566,326.75	0.00	499,559.25	75.82
Miscellaneous						
201-4000-09-4500 Interest Income	65,000	3,567.06	41,542.20	0.00	23,457.80	63.91
201-4000-09-4540 Other Income	2,000	595.00	3,925.43	0.00	(1,925.43)	196.27
TOTAL Miscellaneous	67,000	4,162.06	45,467.63	0.00	21,532.37	67.86
Contingency/FB						
TOTAL REVENUE	2,470,886	158,260.96	1,911,927.49	0.00	558,958.51	77.38

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

201-Water Fund

DEPARTMENT - Water % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
201-5201-01-5101 Salaries	324,008	26,158.21	205,812.79	0.00	118,195.21	63.52
201-5201-01-5105 Overtime	12,000	1,087.53	9,525.47	0.00	2,474.53	79.38
201-5201-01-5106 Longevity	450	0.00	450.00	0.00	0.00	100.00
201-5201-01-5107 TMRS Contribution	20,675	1,770.97	14,026.23	0.00	6,648.77	67.84
201-5201-01-5108 Payroll Tax Expense (me	4,835	374.16	3,111.95	0.00	1,723.05	64.36
201-5201-01-5109 Group Health Insurance	52,712	5,232.12	34,352.51	0.00	18,359.49	65.17
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	613.75	3,894.49	0.00	1,605.51	70.81
TOTAL Personnel	429,180	35,236.74	277,429.94	0.00	151,750.06	64.64
Materials & Supplies						
201-5201-03-5050 Office Supplies	6,000	266.09	4,851.94	0.00	1,148.06	80.87
201-5201-03-5080 Gas & Oil	20,000	2,105.63	18,257.92	0.00	1,742.08	91.29
201-5201-03-5081 Uniforms	5,000	0.00	5,747.06	0.00	(747.06)	114.94
201-5201-03-5090 Postage	11,500	1,016.37	8,378.17	0.00	3,121.83	72.85
201-5201-03-5150 Printing	4,500	395.99	4,123.63	0.00	376.37	91.64
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	0.00	5,038.48	0.00	961.52	83.97
201-5201-03-5903 Parts and Fittings	30,000	33.00	37,381.39	0.00	(7,381.39)	124.60
201-5201-03-5904 Chlorine	10,000	1,701.64	8,697.46	0.00	1,302.54	86.97
201-5201-03-5905 Meters	140,000	16,275.00	146,461.23	8,175.00	(14,636.23)	110.45
TOTAL Materials & Supplies	234,000	21,793.72	244,137.28	8,175.00	(18,312.28)	107.83
Repairs & Maintenance						
201-5201-04-5120 Building Maintenance	6,500	265.38	11,713.96	0.00	(5,213.96)	180.21
201-5201-04-5121 Equipment Maintenance	40,000	4,537.46	20,319.37	0.00	19,680.63	50.80
201-5201-04-5122 Vehicle Maintenance	8,000	2,313.32	9,935.90	0.00	(1,935.90)	124.20
201-5201-04-5902 Water System Maintenanc	300,000	877.19	91,747.87	0.00	208,252.13	30.58
TOTAL Repairs & Maintenance	354,500	7,993.35	133,717.10	0.00	220,782.90	37.72
Utilities						
201-5201-05-5616 Utilities - Electricity	90,000	0.00	86,319.29	0.00	3,680.71	95.91
201-5201-05-5617 Utilities - Gas	4,000	0.00	2,615.09	0.00	1,384.91	65.38
201-5201-05-5618 Utilities - Telephone	7,000	583.53	4,689.42	0.00	2,310.58	66.99
201-5201-05-5619 Utilities - Water/Sewer	1,200	0.00	761.11	0.00	438.89	63.43
TOTAL Utilities	102,200	583.53	94,384.91	0.00	7,815.09	92.35
Contract Services						
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	0.00	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	0.00	15,116.16	0.00	83,733.84	15.29
Fees & Other Services						
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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

201-Water Fund

DEPARTMENT - Water % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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	260.00	19,407.20	0.00	592.80	97.04
201-5201-07-5906 Groundwater Pumpage Fee	15,000	0.00	7,083.66	0.00	7,916.34	47.22
201-5201-07-5909 AMR Annual Fees	6,000	1,704.24	1,893.22	0.00	4,106.78	31.55
TOTAL Fees & Other Services	75,753	1,964.24	53,474.54	0.00	22,278.46	70.59
Debt Service						
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
Contingency/FB						
201-5201-99-4090 Administrative fee	98,640	8,220.00	73,980.00	0.00	24,660.00	75.00
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	73,980.00	13,200.00	471,460.00	15.61
TOTAL Water	2,568,129	75,791.58	1,388,768.06	21,375.00	1,157,985.94	54.91
TOTAL EXPENSES	2,568,129	75,791.58	1,388,768.06	21,375.00	1,157,985.94	54.91
REVENUE OVER/(UNDER) EXPENSES	(97,243)	82,469.38	523,159.43	(21,375.00)	(599,027.43)	516.01-

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

202-Sewer Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Fines and Fees	308,000	37,127.57	310,540.61	0.00	(2,540.61)	100.82
Charges for Services	1,088,560	71,430.84	717,770.68	0.00	370,789.32	65.94
Miscellaneous	40,000	3,601.67	32,771.06	0.00	7,228.94	81.93
TOTAL GENERAL REVENUE	1,436,560	112,160.08	1,061,082.35	0.00	375,477.65	73.86
TOTAL REVENUE	1,436,560	112,160.08	1,061,082.35	0.00	375,477.65	73.86
EXPENSE SUMMARY						
Sewer						
Personnel	318,292	28,881.17	237,856.30	0.00	80,435.70	74.73
Materials & Supplies	53,900	2,576.26	51,412.18	0.00	2,487.82	95.38
Repairs & Maintenance	180,000	8,763.49	190,213.30	7,250.00	(17,463.30)	109.70
Utilities	159,500	11,352.04	162,487.47	0.00	(2,987.47)	101.87
Contract Services	36,200	0.00	18,484.76	0.00	17,715.24	51.06
Fees & Other Services	58,301	53.94	27,748.33	0.00	30,552.67	47.59
Contingency/FB	98,906	0.00	98,905.07	53,378.70	(53,377.77)	153.97
TOTAL Sewer	905,099	51,626.90	787,107.41	60,628.70	57,362.89	93.66
TOTAL EXPENSES	905,099	51,626.90	787,107.41	60,628.70	57,362.89	93.66
REVENUE OVER/(UNDER) EXPENSES	531,461	60,533.18	273,974.94	(60,628.70)	318,114.76	40.14

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

202-Sewer Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fines and Fees						
202-4000-01-4021 Late Penalties - Sewer	8,000	1,442.57	9,200.61	0.00	(1,200.61)	115.01
202-4000-01-4710 Sewer Impact Fees	300,000	35,685.00	301,340.00	0.00	(1,340.00)	100.45
TOTAL Fines and Fees	308,000	37,127.57	310,540.61	0.00	(2,540.61)	100.82
Charges for Services						
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	71,430.84	714,320.68	0.00	364,239.32	66.23
202-4000-06-4022 Lift Station	0	0.00	1,750.00	0.00	(1,750.00)	0.00
TOTAL Charges for Services	1,088,560	71,430.84	717,770.68	0.00	370,789.32	65.94
Miscellaneous						
202-4000-09-4500 Interest Income	40,000	3,601.67	32,771.06	0.00	7,228.94	81.93
TOTAL Miscellaneous	40,000	3,601.67	32,771.06	0.00	7,228.94	81.93
Contingency/FB						
TOTAL REVENUE	1,436,560	112,160.08	1,061,082.35	0.00	375,477.65	73.86

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

202-Sewer Fund

DEPARTMENT - Sewer % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
202-5202-01-5101 Salaries	230,000	18,415.17	165,418.80	0.00	64,581.20	71.92
202-5202-01-5105 Overtime	12,000	3,882.69	18,185.14	0.00	(6,185.14)	151.54
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	1,449.36	12,005.73	0.00	5,170.27	69.90
202-5202-01-5108 Payroll Tax Expense (me	4,055	320.98	2,786.87	0.00	1,268.13	68.73
202-5202-01-5109 Group Health Insurance	42,260	3,486.32	28,119.04	0.00	14,140.96	66.54
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	1,326.65	5,547.64	0.00	(547.64)	110.95
TOTAL Personnel	318,292	28,881.17	237,856.30	0.00	80,435.70	74.73
Materials & Supplies						
202-5202-03-5050 Office Supplies	6,000	144.89	2,405.09	0.00	3,594.91	40.08
202-5202-03-5080 Gas & Oil	14,000	995.99	11,260.99	0.00	2,739.01	80.44
202-5202-03-5081 Uniforms	3,500	0.00	2,602.28	0.00	897.72	74.35
202-5202-03-5090 Postage	300	27.88	295.30	0.00	4.70	98.43
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	0.00	7,384.15	0.00	(3,384.15)	184.60
202-5202-03-5608 Chemicals Purchased	10,000	383.58	8,684.59	0.00	1,315.41	86.85
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	267.64	2,549.33	0.00	450.67	84.98
202-5202-03-5904 Chlorine	11,000	756.28	10,677.94	0.00	322.06	97.07
TOTAL Materials & Supplies	53,900	2,576.26	51,412.18	0.00	2,487.82	95.38
Repairs & Maintenance						
202-5202-04-5120 Building Maintenance	5,000	25.98	8,154.14	0.00	(3,154.14)	163.08
202-5202-04-5121 Equipment Maintenance	30,000	2,613.82	30,040.88	0.00	(40.88)	100.14
202-5202-04-5122 Vehicle Maintenance	5,000	855.35	6,271.68	0.00	(1,271.68)	125.43
202-5202-04-5902 Sewer System Maintenanc	55,000	0.00	38,697.96	7,250.00	9,052.04	83.54
202-5202-04-5903 WWTP Maintenance	85,000	5,268.34	107,048.64	0.00	(22,048.64)	125.94
TOTAL Repairs & Maintenance	180,000	8,763.49	190,213.30	7,250.00	(17,463.30)	109.70
Utilities						
202-5202-05-5616 Utilities - Electricity	42,500	0.00	37,066.64	0.00	5,433.36	87.22
202-5202-05-5618 Utilities - Telephone	7,000	899.03	6,451.43	0.00	548.57	92.16
202-5202-05-5619 Utilities - Water/Sewer	100,000	10,453.01	115,665.16	0.00	(15,665.16)	115.67
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	11,352.04	162,487.47	0.00	(2,987.47)	101.87
Contract Services						
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	0.00	16,413.52	0.00	13,586.48	54.71
TOTAL Contract Services	36,200	0.00	18,484.76	0.00	17,715.24	51.06
Fees & Other Services						
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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

202-Sewer Fund

DEPARTMENT - Sewer % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
202-5202-07-5261 Permits-TCEQ	4,700	0.00	0.00	0.00	4,700.00	0.00
202-5202-07-5624 Equipment Rental	15,000	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	15,000	53.94	7,075.14	0.00	7,924.86	47.17
TOTAL Fees & Other Services	58,301	53.94	27,748.33	0.00	30,552.67	47.59
Debt Service						
Contingency/FB						
202-5202-99-5902 Capital - equipment	98,906	0.00	98,905.07	53,378.70	(53,377.77)	153.97
TOTAL Contingency/FB	98,906	0.00	98,905.07	53,378.70	(53,377.77)	153.97
TOTAL Sewer	905,099	51,626.90	787,107.41	60,628.70	57,362.89	93.66
TOTAL EXPENSES	905,099	51,626.90	787,107.41	60,628.70	57,362.89	93.66
REVENUE OVER/(UNDER) EXPENSES	531,461	60,533.18	273,974.94	(60,628.70)	318,114.76	40.14

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

205-Solid Waste Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Charges for Services	2,263,208	163,951.74	1,467,100.90	0.00	796,107.10	64.82
TOTAL GENERAL REVENUE	2,263,208	163,951.74	1,467,100.90	0.00	796,107.10	64.82
TOTAL REVENUE	2,263,208	163,951.74	1,467,100.90	0.00	796,107.10	64.82
EXPENSE SUMMARY						
Solid Waste						
Fees & Other Services	2,263,208	193,458.25	1,596,691.74	0.00	666,516.26	70.55
TOTAL Solid Waste	2,263,208	193,458.25	1,596,691.74	0.00	666,516.26	70.55
TOTAL EXPENSES	2,263,208	193,458.25	1,596,691.74	0.00	666,516.26	70.55
REVENUE OVER/(UNDER) EXPENSES	0	(29,506.51)	(129,590.84)	0.00	129,590.84	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

205-Solid Waste Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Charges for Services						
205-4000-06-4025 Garbage Billings	2,263,208	163,951.74	1,467,100.90	0.00	796,107.10	64.82
TOTAL Charges for Services	2,263,208	163,951.74	1,467,100.90	0.00	796,107.10	64.82
Miscellaneous						
Contingency/FB						
TOTAL REVENUE	2,263,208	163,951.74	1,467,100.90	0.00	796,107.10	64.82

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

205-Solid Waste Fund

DEPARTMENT - Solid Waste % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Materials & Supplies						
Fees & Other Services						
205-5205-07-5666 Mustang Collection Fees	95,000	7,470.86	61,170.62	0.00	33,829.38	64.39
205-5205-07-5931 Franchise Fees 15%	280,000	24,264.52	216,499.03	0.00	63,500.97	77.32
205-5205-07-5941 Republic Waste	1,888,208	161,722.87	1,319,022.09	0.00	569,185.91	69.86
TOTAL Fees & Other Services	2,263,208	193,458.25	1,596,691.74	0.00	666,516.26	70.55
Contingency/FB						
TOTAL Solid Waste	2,263,208	193,458.25	1,596,691.74	0.00	666,516.26	70.55
TOTAL EXPENSES	2,263,208	193,458.25	1,596,691.74	0.00	666,516.26	70.55
REVENUE OVER/(UNDER) EXPENSES	0	(29,506.51)	(129,590.84)	0.00	129,590.84	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

301-Debt Service Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Taxes	1,321,000	37,287.87	1,336,664.02	0.00	(15,664.02)	101.19
Miscellaneous	15,000	2,101.11	24,958.45	0.00	(9,958.45)	166.39
TOTAL GENERAL REVENUE	1,336,000	39,388.98	1,361,622.47	0.00	(25,622.47)	101.92
TOTAL REVENUE	1,336,000	39,388.98	1,361,622.47	0.00	(25,622.47)	101.92
EXPENSE SUMMARY						
Debt Service						
Fees & Other Services	4,000	3,500.00	3,500.00	0.00	500.00	87.50
Debt Service	1,372,229	0.00	1,021,673.28	0.00	350,555.72	74.45
TOTAL Debt Service	1,376,229	3,500.00	1,025,173.28	0.00	351,055.72	74.49
TOTAL EXPENSES	1,376,229	3,500.00	1,025,173.28	0.00	351,055.72	74.49
REVENUE OVER/(UNDER) EXPENSES	(40,229)	35,888.98	336,449.19	0.00	(376,678.19)	836.33-

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

301-Debt Service Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Taxes						
301-4000-02-4100 Property Taxes	1,321,000	37,287.87	1,336,664.02	0.00	(15,664.02)	101.19
TOTAL Taxes	1,321,000	37,287.87	1,336,664.02	0.00	(15,664.02)	101.19
Miscellaneous						
301-4000-09-4500 Interest Income	15,000	2,101.11	24,958.45	0.00	(9,958.45)	166.39
TOTAL Miscellaneous	15,000	2,101.11	24,958.45	0.00	(9,958.45)	166.39
Contingency/FB						
TOTAL REVENUE	1,336,000	39,388.98	1,361,622.47	0.00	(25,622.47)	101.92

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

301-Debt Service Fund

DEPARTMENT - Debt Service % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fees & Other Services						
301-5301-07-5870 Agent Fees	4,000	3,500.00	3,500.00	0.00	500.00	87.50
TOTAL Fees & Other Services	4,000	3,500.00	3,500.00	0.00	500.00	87.50
Debt Service						
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
Contingency/FB						
TOTAL Debt Service	1,376,229	3,500.00	1,025,173.28	0.00	351,055.72	74.49
TOTAL EXPENSES	1,376,229	3,500.00	1,025,173.28	0.00	351,055.72	74.49
REVENUE OVER/(UNDER) EXPENSES	(40,229)	35,888.98	336,449.19	0.00	(376,678.19)	836.33-

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

401-Special Revenue Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Fines and Fees	13,000	933.71	14,575.19	0.00	(1,575.19)	112.12
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	500	199.33	1,729.42	0.00	(1,229.42)	345.88
TOTAL GENERAL REVENUE	16,750	1,133.04	27,234.57	0.00	(10,484.57)	162.59
TOTAL REVENUE	16,750	1,133.04	27,234.57	0.00	(10,484.57)	162.59
EXPENSE SUMMARY						
Officers Training Fund						
Personnel	3,000	2,380.00	2,380.00	0.00	620.00	79.33
Contract Services	3,500	0.00	0.00	0.00	3,500.00	0.00
Fees & Other Services	4,000	0.00	3,525.00	0.00	475.00	88.13
TOTAL Officers Training Fund	10,500	2,380.00	5,905.00	0.00	4,595.00	56.24
Seizure						
Contract Services	0	375.00	375.00	0.00	(375.00)	0.00
TOTAL Seizure	0	375.00	375.00	0.00	(375.00)	0.00
Court Technology						
Court Security						
Personnel	2,050	0.00	0.00	0.00	2,050.00	0.00
TOTAL Court Security	2,050	0.00	0.00	0.00	2,050.00	0.00
TOTAL EXPENSES	12,550	2,755.00	6,280.00	0.00	6,270.00	50.04
REVENUE OVER/(UNDER) EXPENSES	4,200	(1,621.96)	20,954.57	0.00	(16,754.57)	498.92

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

401-Special Revenue Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fines and Fees						
401-4000-01-4310 Court Security Fee	3,000	512.54	4,073.48	0.00	(1,073.48)	135.78
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	2,000	421.17	3,355.08	0.00	(1,355.08)	167.75
TOTAL Fines and Fees	13,000	933.71	14,575.19	0.00	(1,575.19)	112.12
Taxes						
401-4000-02-4170 Hotel/Motel Tax	2,000	0.00	6,802.40	0.00	(4,802.40)	340.12
TOTAL Taxes	2,000	0.00	6,802.40	0.00	(4,802.40)	340.12
Grants						
401-4000-03-4701 NCTCOG/State Comp/LEOSE	1,250	0.00	4,127.56	0.00	(2,877.56)	330.20
TOTAL Grants	1,250	0.00	4,127.56	0.00	(2,877.56)	330.20
Miscellaneous						
401-4000-09-4500 Interest Income	500	199.33	1,729.42	0.00	(1,229.42)	345.88
TOTAL Miscellaneous	500	199.33	1,729.42	0.00	(1,229.42)	345.88
Contingency/FB						
TOTAL REVENUE	16,750	1,133.04	27,234.57	0.00	(10,484.57)	162.59

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

401-Special Revenue Fund

DEPARTMENT - Officers Training Fund % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
401-5401-01-5621 Travel/training	3,000	2,380.00	2,380.00	0.00	620.00	79.33
TOTAL Personnel	3,000	2,380.00	2,380.00	0.00	620.00	79.33
Materials & Supplies						
Contract Services						
401-5401-06-5677 Child Safety - Child Ad	3,500	0.00	0.00	0.00	3,500.00	0.00
TOTAL Contract Services	3,500	0.00	0.00	0.00	3,500.00	0.00
Fees & Other Services						
401-5401-07-5665 Court Technology	4,000	0.00	3,525.00	0.00	475.00	88.13
TOTAL Fees & Other Services	4,000	0.00	3,525.00	0.00	475.00	88.13
Public Safety						
Contingency/FB						
TOTAL Officers Training Fund	10,500	2,380.00	5,905.00	0.00	4,595.00	56.24

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

401-Special Revenue Fund

DEPARTMENT - Seizure % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Materials & Supplies						
Contract Services						
401-5402-06-5620 Seizure - Legal & Profe	0	375.00	375.00	0.00	(375.00)	0.00
TOTAL Contract Services	0	375.00	375.00	0.00	(375.00)	0.00
Fees & Other Services						
TOTAL Seizure	0	375.00	375.00	0.00	(375.00)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

401-Special Revenue Fund

DEPARTMENT - Court Technology % OF YEAR COMPLETED: 75.00

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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

401-Special Revenue Fund

DEPARTMENT - Court Security % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
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
Contingency/FB						
TOTAL Court Security	2,050	0.00	0.00	0.00	2,050.00	0.00
TOTAL EXPENSES	12,550	2,755.00	6,280.00	0.00	6,270.00	50.04
REVENUE OVER/(UNDER) EXPENSES	4,200	(1,621.96)	20,954.57	0.00	(16,754.57)	498.92

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

402-TIRZ Jackson Ridge

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Taxes	900,000	0.00	881,484.60	0.00	18,515.40	97.94
Miscellaneous	6,000	3,919.68	14,684.03	0.00	(8,684.03)	244.73
TOTAL GENERAL REVENUE	906,000	3,919.68	896,168.63	0.00	9,831.37	98.91
TOTAL REVENUE	906,000	3,919.68	896,168.63	0.00	9,831.37	98.91
EXPENSE SUMMARY						
Seizure Fund						
Fees & Other Services	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL Seizure Fund	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL EXPENSES	900,000	0.00	0.00	0.00	900,000.00	0.00
REVENUE OVER/(UNDER) EXPENSES	6,000	3,919.68	896,168.63	0.00	(890,168.63)	4,936.14

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

402-TIRZ Jackson Ridge

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Taxes						
402-4000-02-4100 Property Taxes	900,000	0.00	881,484.60	0.00	18,515.40	97.94
TOTAL Taxes	900,000	0.00	881,484.60	0.00	18,515.40	97.94
Grants						
Donations						
Miscellaneous						
402-4000-09-4500 Interest Income	6,000	3,919.68	14,684.03	0.00	(8,684.03)	244.73
TOTAL Miscellaneous	6,000	3,919.68	14,684.03	0.00	(8,684.03)	244.73
Contingency/FB						
TOTAL REVENUE	906,000	3,919.68	896,168.63	0.00	9,831.37	98.91

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

402-TIRZ Jackson Ridge

DEPARTMENT - Seizure Fund % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Materials & Supplies						
Fees & Other Services						
402-5402-07-5665 Jackson Ridge PID TIRZ	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL Fees & Other Services	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL Seizure Fund	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL EXPENSES	900,000	0.00	0.00	0.00	900,000.00	0.00
REVENUE OVER/(UNDER) EXPENSES	6,000	3,919.68	896,168.63	0.00	(890,168.63)	4,936.14

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

403-Impact Fees

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Miscellaneous	10,000	1,780.25	16,073.63	0.00	(6,073.63)	160.74
TOTAL GENERAL REVENUE	10,000	1,780.25	16,073.63	0.00	(6,073.63)	160.74
TOTAL REVENUE	10,000	1,780.25	16,073.63	0.00	(6,073.63)	160.74
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	1,780.25	14,443.63	0.00	(4,443.63)	144.44

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

403-Impact Fees

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fines and Fees						
Miscellaneous						
403-4000-09-4500 Interest Income	10,000	1,780.25	16,073.63	0.00	(6,073.63)	160.74
TOTAL Miscellaneous	10,000	1,780.25	16,073.63	0.00	(6,073.63)	160.74
Contingency/FB						
TOTAL REVENUE	10,000	1,780.25	16,073.63	0.00	(6,073.63)	160.74

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

403-Impact Fees

DEPARTMENT - MCTF % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Contract Services						
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
Fees & Other Services						
Contingency/FB						
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	1,780.25	14,443.63	0.00	(4,443.63)	144.44

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

404-Development Fees

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Fines and Fees	0	22,059.00	186,276.00	0.00	(186,276.00)	0.00
Permits	1,100,000	44,637.00	809,744.00	0.00	290,256.00	73.61
Miscellaneous	260,000	44,210.80	394,709.19	0.00	(134,709.19)	151.81
TOTAL GENERAL REVENUE	1,360,000	110,906.80	1,390,729.19	0.00	(30,729.19)	102.26
TOTAL REVENUE	1,360,000	110,906.80	1,390,729.19	0.00	(30,729.19)	102.26
EXPENSE SUMMARY						
MCSF						
Contract Services	840,000	73,874.48	215,210.09	58,856.74	565,933.17	32.63
TOTAL MCSF	840,000	73,874.48	215,210.09	58,856.74	565,933.17	32.63
TOTAL EXPENSES	840,000	73,874.48	215,210.09	58,856.74	565,933.17	32.63
REVENUE OVER/(UNDER) EXPENSES	520,000	37,032.32	1,175,519.10	(58,856.74)	(596,662.36)	214.74

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

404-Development Fees

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fines and Fees						
404-4000-01-4310 Street Impact Fees	0	22,059.00	186,276.00	0.00	(186,276.00)	0.00
TOTAL Fines and Fees	0	22,059.00	186,276.00	0.00	(186,276.00)	0.00
Charges for Services						
Permits						
404-4000-07-4200 Development Fees	100,000	4,137.00	11,727.00	0.00	88,273.00	11.73
404-4000-07-4210 Street Fee	200,000	0.00	63,288.00	0.00	136,712.00	31.64
404-4000-07-4700 Fire Services Fund	600,000	0.00	251,779.00	0.00	348,221.00	41.96
404-4000-07-4710 Park Development Fees	200,000	40,500.00	482,950.00	0.00	(282,950.00)	241.48
TOTAL Permits	1,100,000	44,637.00	809,744.00	0.00	290,256.00	73.61
Miscellaneous						
404-4000-09-4500 Interest Income	260,000	44,210.80	394,709.19	0.00	(134,709.19)	151.81
TOTAL Miscellaneous	260,000	44,210.80	394,709.19	0.00	(134,709.19)	151.81
Contingency/FB						
TOTAL REVENUE	1,360,000	110,906.80	1,390,729.19	0.00	(30,729.19)	102.26

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

404-Development Fees

DEPARTMENT - MCSF % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
Contract Services						
404-5404-06-5912 Capital Expenditure - P	840,000	28,488.89	169,824.50	49,316.74	620,858.76	26.09
404-5404-06-5913 Capital Expenditure - F	0	45,385.59	45,385.59	9,540.00	(54,925.59)	0.00
TOTAL Contract Services	840,000	73,874.48	215,210.09	58,856.74	565,933.17	32.63
Public Safety						
Contingency/FB						
TOTAL MCSF	840,000	73,874.48	215,210.09	58,856.74	565,933.17	32.63
TOTAL EXPENSES	840,000	73,874.48	215,210.09	58,856.74	565,933.17	32.63
REVENUE OVER/(UNDER) EXPENSES	520,000	37,032.32	1,175,519.10	(58,856.74)	(596,662.36)	214.74

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

405-Grant Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Miscellaneous	50,000	4,781.27	48,007.53	0.00	1,992.47	96.02
USDOJ PD Vests	0	0.00	924.68	0.00	(924.68)	0.00
Grant Revenue	956,956	0.00	447,853.00	0.00	509,103.00	46.80
TOTAL GENERAL REVENUE	1,006,956	4,781.27	496,785.21	0.00	510,170.79	49.34
TOTAL REVENUE	1,006,956	4,781.27	496,785.21	0.00	510,170.79	49.34
EXPENSE SUMMARY						
Grants						
Contract Services	100,000	0.00	0.00	0.00	100,000.00	0.00
CDBG Water lines	906,956	67,694.85	578,816.44	69,037.17	259,102.39	71.43
TOTAL Grants	1,006,956	67,694.85	578,816.44	69,037.17	359,102.39	64.34
TOTAL EXPENSES	1,006,956	67,694.85	578,816.44	69,037.17	359,102.39	64.34
REVENUE OVER/(UNDER) EXPENSES	0	(62,913.58)	(82,031.23)	(69,037.17)	151,068.40	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

405-Grant Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Charges for Services						
Miscellaneous						
405-4000-09-4500 Interest Income	50,000	4,781.27	48,007.53	0.00	1,992.47	96.02
TOTAL Miscellaneous	50,000	4,781.27	48,007.53	0.00	1,992.47	96.02
Tocker Foundation-Libry						
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
CJD Video,Computers						
CDBG Water Lines						
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
Contingency/FB						
TOTAL REVENUE	1,006,956	4,781.27	496,785.21	0.00	510,170.79	49.34

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

405-Grant Fund

DEPARTMENT - Grants % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Contract Services						
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
Miscellaneous						
Tocker Foundation Libry						
USDOJ PD Vests						
CJD Video,Computers						
CDBG Water lines						
405-5405-84-5121 TxDot Grant	0	41,395.50	88,147.19	0.00	(88,147.19)	0.00
405-5405-84-5122 CDBG water lines	306,956	2,472.00	133,082.80	0.00	173,873.20	43.36
405-5405-84-5123 ARPA Pump Station Gener	600,000	23,827.35	357,586.45	69,037.17	173,376.38	71.10
TOTAL CDBG Water lines	906,956	67,694.85	578,816.44	69,037.17	259,102.39	71.43
Contingency/FB						
TOTAL Grants	1,006,956	67,694.85	578,816.44	69,037.17	359,102.39	64.34
TOTAL EXPENSES	1,006,956	67,694.85	578,816.44	69,037.17	359,102.39	64.34
REVENUE OVER/(UNDER) EXPENSES	0	(62,913.58)	(82,031.23)	(69,037.17)	151,068.40	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

406-Holding Acct Dev Agreemts

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Charges for Services	0	0.00	220,000.00	0.00	(220,000.00)	0.00
Miscellaneous	0	6.60	59.61	0.00	(59.61)	0.00
TOTAL GENERAL REVENUE	0	6.60	220,059.61	0.00	(220,059.61)	0.00
TOTAL REVENUE	0	6.60	220,059.61	0.00	(220,059.61)	0.00
EXPENSE SUMMARY						
Development Agreements						
Contract Services	0	23,769.35	329,844.28	0.00	(329,844.28)	0.00
TOTAL Development Agreements	0	23,769.35	329,844.28	0.00	(329,844.28)	0.00
TOTAL EXPENSES	0	23,769.35	329,844.28	0.00	(329,844.28)	0.00
REVENUE OVER/(UNDER) EXPENSES	0	(23,762.75)	(109,784.67)	0.00	109,784.67	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

406-Holding Acct Dev Agreemts

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Charges for Services						
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	0	0.00	10,000.00	0.00	(10,000.00)	0.00
TOTAL Charges for Services	0	0.00	220,000.00	0.00	(220,000.00)	0.00
Miscellaneous						
406-4000-09-4500 Interest Income	0	6.60	59.61	0.00	(59.61)	0.00
TOTAL Miscellaneous	0	6.60	59.61	0.00	(59.61)	0.00
TOTAL REVENUE	0	6.60	220,059.61	0.00	(220,059.61)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

406-Holding Acct Dev Agreemts

DEPARTMENT - Development Agreements % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Contract Services						
406-5406-06-5620 Arrow Brooke Dev Agreem	0	0.00	3,019.27	0.00	(3,019.27)	0.00
406-5406-06-5720 Silverado (Regatta) Dev	0	1,118.75	27,817.82	0.00	(27,817.82)	0.00
406-5406-06-5723 DA - Aubrey Plant/N/S	0	387.50	32,585.20	0.00	(32,585.20)	0.00
406-5406-06-5724 DA - High Pointe Ranch	0	16,178.37	187,119.06	0.00	(187,119.06)	0.00
406-5406-06-5725 Keenland Addition	0	1,318.21	8,147.97	0.00	(8,147.97)	0.00
406-5406-06-5728 DA - RIBBONWOOD	0	1,681.25	15,173.07	0.00	(15,173.07)	0.00
406-5406-06-5729 Sweet Cow Holdings LLC	0	0.00	987.80	0.00	(987.80)	0.00
406-5406-06-6450 Sandbrock Dev Agreement	0	0.00	6,058.17	0.00	(6,058.17)	0.00
406-5406-06-6460 Duck Point MM Aubrey	0	0.00	26,517.10	0.00	(26,517.10)	0.00
406-5406-06-6462 Pecan Creek Residential	0	1,343.75	1,717.50	0.00	(1,717.50)	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	1,579.02	5,652.34	0.00	(5,652.34)	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
406-5406-06-6472 ARCK Development (Knuck	0	162.50	162.50	0.00	(162.50)	0.00
TOTAL Contract Services	0	23,769.35	329,844.28	0.00	(329,844.28)	0.00
TOTAL Development Agreements	0	23,769.35	329,844.28	0.00	(329,844.28)	0.00
TOTAL EXPENSES	0	23,769.35	329,844.28	0.00	(329,844.28)	0.00
REVENUE OVER/(UNDER) EXPENSES	0	(23,762.75)	(109,784.67)	0.00	109,784.67	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

501-Capital Projects Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Penalties & Interest	726,414	78,767.77	712,570.49	0.00	13,843.51	98.09
Miscellaneous	9,108,336	0.00	5,708,335.65	0.00	3,400,000.35	62.67
Contingency/FB	15,273,623	0.00	0.00	0.00	15,273,623.00	0.00
TOTAL GENERAL REVENUE	25,108,373	78,767.77	6,420,906.14	0.00	18,687,466.86	25.57
TOTAL REVENUE	25,108,373	78,767.77	6,420,906.14	0.00	18,687,466.86	25.57
EXPENSE SUMMARY						
Capital Projects						
Contract Services	592,415	0.00	42,368.21	4,690.50	545,356.29	7.94
Miscellaneous	24,312,621	741,057.24	9,553,911.54	1,446,592.34	13,312,117.12	45.25
Debt Service	203,337	0.00	203,337.00	0.00	0.00	100.00
TOTAL Capital Projects	25,108,373	741,057.24	9,799,616.75	1,451,282.84	13,857,473.41	44.81
TOTAL EXPENSES	25,108,373	741,057.24	9,799,616.75	1,451,282.84	13,857,473.41	44.81
REVENUE OVER/(UNDER) EXPENSES	0	(662,289.47)	(3,378,710.61)	(1,451,282.84)	4,829,993.45	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

501-Capital Projects Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Penalties & Interest						
501-4000-05-4500 Interest Income	726,414	78,767.77	712,570.49	0.00	13,843.51	98.09
TOTAL Penalties & Interest	726,414	78,767.77	712,570.49	0.00	13,843.51	98.09
Miscellaneous						
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
Contingency/FB						
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
TOTAL REVENUE	25,108,373	78,767.77	6,420,906.14	0.00	18,687,466.86	25.57

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

501-Capital Projects Fund

DEPARTMENT - Capital Projects % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Capital						
Contract Services						
501-5501-06-5765 IT Projects	92,415	0.00	42,368.21	4,690.50	45,356.29	50.92
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	4,690.50	545,356.29	7.94
Miscellaneous						
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	390,138.00	3,074,714.02	0.00	2,969,434.98	50.87
501-5501-09-5651 Capital Vehicle Replace	1,606,516	123,888.74	1,855,092.02	512,594.97	(761,170.99)	147.38
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	181,341.94	1,112,237.68	839,941.00	1,182,519.32	62.28
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	12,474.56	477,946.08	0.00	254,078.92	65.29
501-5501-09-5660 HW 377 Utility Relocate	0	33,214.00	50,659.07	0.00	(50,659.07)	0.00
501-5501-09-5689 Street Projects	945,902	0.00	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	0.00	364,698.59	0.00	368,387.41	49.75
501-5501-09-5950 Sewer System Expansion	998,721	0.00	527,253.38	94,056.37	377,411.25	62.21
TOTAL Miscellaneous	24,312,621	741,057.24	9,553,911.54	1,446,592.34	13,312,117.12	45.25
Debt Service						
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
Contingency/FB						
TOTAL Capital Projects	25,108,373	741,057.24	9,799,616.75	1,451,282.84	13,857,473.41	44.81
TOTAL EXPENSES	25,108,373	741,057.24	9,799,616.75	1,451,282.84	13,857,473.41	44.81
REVENUE OVER/(UNDER) EXPENSES	0	(662,289.47)	(3,378,710.61)	(1,451,282.84)	4,829,993.45	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

701-MDD

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Taxes	940,000	101,884.00	810,897.62	0.00	129,102.38	86.27
Miscellaneous	145,010	12,335.58	117,320.80	0.00	27,689.20	80.91
TOTAL GENERAL REVENUE	1,085,010	114,219.58	928,218.42	0.00	156,791.58	85.55
TOTAL REVENUE	1,085,010	114,219.58	928,218.42	0.00	156,791.58	85.55
EXPENSE SUMMARY						
MDD						
Personnel	138,465	9,904.45	94,665.05	0.00	43,799.95	68.37
Materials & Supplies	8,500	0.00	5,808.57	0.00	2,691.43	68.34
Repairs & Maintenance	20,000	435.44	11,658.46	0.00	8,341.54	58.29
Utilities	595	77.46	592.60	0.00	2.40	99.60
Contract Services	148,200	0.00	17,845.44	0.00	130,354.56	12.04
Fees & Other Services	51,850	1,599.99	32,381.37	0.00	19,468.63	62.45
Contingency/FB	215,000	1,250.00	11,250.00	0.00	203,750.00	5.23
TOTAL MDD	582,610	13,267.34	174,201.49	0.00	408,408.51	29.90
TOTAL EXPENSES	582,610	13,267.34	174,201.49	0.00	408,408.51	29.90
REVENUE OVER/(UNDER) EXPENSES	502,400	100,952.24	754,016.93	0.00	(251,616.93)	150.08

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

701-MDD

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Taxes						
701-4000-02-4130 Sales Taxes	940,000	101,884.00	810,897.62	0.00	129,102.38	86.27
TOTAL Taxes	940,000	101,884.00	810,897.62	0.00	129,102.38	86.27
Grants						
Miscellaneous						
701-4000-09-4500 Interest Income	145,000	10,835.58	110,637.02	0.00	34,362.98	76.30
701-4000-09-4550 Proceeds for Property P	0	0.00	3,828.94	0.00	(3,828.94)	0.00
701-4000-09-4730 Property Rental Income	10	1,500.00	2,854.84	0.00	(2,844.84)	8,548.40
TOTAL Miscellaneous	145,010	12,335.58	117,320.80	0.00	27,689.20	80.91
Contingency/FB						
TOTAL REVENUE	1,085,010	114,219.58	928,218.42	0.00	156,791.58	85.55

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

701-MDD

DEPARTMENT - MDD % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
701-5176-01-5101 Salaries	105,000	8,076.92	70,706.11	0.00	34,293.89	67.34
701-5176-01-5106 Longevity	50	0.00	0.00	0.00	50.00	0.00
701-5176-01-5107 TMRS Contribution	6,828	525.00	4,595.89	0.00	2,232.11	67.31
701-5176-01-5108 Payroll Tax Expense (me	1,523	103.58	945.16	0.00	577.84	62.06
701-5176-01-5109 Group Health Insurance	9,864	872.90	8,581.10	0.00	1,282.90	86.99
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	326.05	9,697.77	0.00	5,302.23	64.65
TOTAL Personnel	138,465	9,904.45	94,665.05	0.00	43,799.95	68.37
Capital						
Materials & Supplies						
701-5176-03-5050 Office Supplies	3,500	0.00	2,626.09	0.00	873.91	75.03
701-5176-03-5060 Promotional Materials	5,000	0.00	3,182.48	0.00	1,817.52	63.65
TOTAL Materials & Supplies	8,500	0.00	5,808.57	0.00	2,691.43	68.34
Repairs & Maintenance						
701-5176-04-5120 Building Maintenance	20,000	435.44	11,658.46	0.00	8,341.54	58.29
TOTAL Repairs & Maintenance	20,000	435.44	11,658.46	0.00	8,341.54	58.29
Utilities						
701-5176-05-5618 Telephone	595	77.46	592.60	0.00	2.40	99.60
TOTAL Utilities	595	77.46	592.60	0.00	2.40	99.60
Contract Services						
701-5176-06-5240 Drug screening/backgrou	200	0.00	0.00	0.00	200.00	0.00
701-5176-06-5620 Legal & Professional	40,000	0.00	13,916.58	0.00	26,083.42	34.79
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	3,577.50	0.00	96,422.50	3.58
TOTAL Contract Services	148,200	0.00	17,845.44	0.00	130,354.56	12.04
Fees & Other Services						
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	18,224.90	0.00	6,775.10	72.90
701-5176-07-5667 Marketing and Advertisi	13,000	1,485.00	3,419.10	0.00	9,580.90	26.30
TOTAL Fees & Other Services	51,850	1,599.99	32,381.37	0.00	19,468.63	62.45
Miscellaneous						
Contingency/FB						
701-5176-99-4091 Administrative fee	15,000	1,250.00	11,250.00	0.00	3,750.00	75.00
701-5176-99-5700 Grant Match	50,000	0.00	0.00	0.00	50,000.00	0.00
701-5176-99-5750 Economic Incentives	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL Contingency/FB	215,000	1,250.00	11,250.00	0.00	203,750.00	5.23
TOTAL MDD	582,610	13,267.34	174,201.49	0.00	408,408.51	29.90

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

701-MDD

DEPARTMENT - MDD % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL EXPENSES	582,610	13,267.34	174,201.49	0.00	408,408.51	29.90
REVENUE OVER/(UNDER) EXPENSES	502,400	100,952.24	754,016.93	0.00	(251,616.93)	150.08

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

801-Employee Benefit Trust

FINANCIAL SUMMARY % OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GENERAL REVENUE						
Miscellaneous	1,166,500	108,573.56	861,849.43	0.00	304,650.57	73.88
TOTAL GENERAL REVENUE	1,166,500	108,573.56	861,849.43	0.00	304,650.57	73.88
TOTAL REVENUE	1,166,500	108,573.56	861,849.43	0.00	304,650.57	73.88
EXPENSE SUMMARY						
Insurance Premiums						
Personnel	1,166,500	100,336.90	897,901.05	0.00	268,598.95	76.97
TOTAL Insurance Premiums	1,166,500	100,336.90	897,901.05	0.00	268,598.95	76.97
TOTAL EXPENSES	1,166,500	100,336.90	897,901.05	0.00	268,598.95	76.97
REVENUE OVER/(UNDER) EXPENSES	0	8,236.66	(36,051.62)	0.00	36,051.62	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

801-Employee Benefit Trust

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Miscellaneous						
801-4000-09-4430 Employer Insurance Prem	904,000	87,468.20	665,962.46	0.00	238,037.54	73.67
801-4000-09-4440 Employee Insurance Prem	250,000	19,959.40	184,397.97	0.00	65,602.03	73.76
801-4000-09-4480 Flex Spending Account	8,000	968.80	8,441.10	0.00	(441.10)	105.51
801-4000-09-4500 Interest Income	4,500	177.16	3,047.90	0.00	1,452.10	67.73
TOTAL Miscellaneous	1,166,500	108,573.56	861,849.43	0.00	304,650.57	73.88
TOTAL REVENUE	1,166,500	108,573.56	861,849.43	0.00	304,650.57	73.88

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2024

801-Employee Benefit Trust

DEPARTMENT - Insurance Premiums % OF YEAR COMPLETED: 75.00

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Personnel						
801-5000-01-4090 Administrative Fee	1,500	120.00	1,194.00	0.00	306.00	79.60
801-5000-01-5111 Health Insurance	997,000	82,854.16	740,087.62	0.00	256,912.38	74.23
801-5000-01-5112 Dental Insurance	70,000	6,515.81	55,842.60	0.00	14,157.40	79.78
801-5000-01-5113 Vision Insurance	10,000	921.84	8,537.85	0.00	1,462.15	85.38
801-5000-01-5115 Life Insurance	50,000	7,230.94	61,769.31	0.00	(11,769.31)	123.54
801-5000-01-5117 Voluntary Policies	15,000	1,652.82	11,085.92	0.00	3,914.08	73.91
801-5000-01-5118 Flex Spending	8,000	163.93	8,994.85	0.00	(994.85)	112.44
801-5000-01-5119 New Benefits	8,000	877.40	6,781.40	0.00	1,218.60	84.77
801-5000-01-5120 Careflight/PHI	7,000	0.00	3,607.50	0.00	3,392.50	51.54
TOTAL Personnel	1,166,500	100,336.90	897,901.05	0.00	268,598.95	76.97
TOTAL Insurance Premiums	1,166,500	100,336.90	897,901.05	0.00	268,598.95	76.97
TOTAL EXPENSES	1,166,500	100,336.90	897,901.05	0.00	268,598.95	76.97
REVENUE OVER/(UNDER) EXPENSES	0	8,236.66	(36,051.62)	0.00	36,051.62	0.00

Balance Sheet by Fund

(Unaudited)

June 2024

BALANCE SHEET

AS OF: JUNE 30TH, 2024

101-General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
101-11-000-00	General Fund Cash	231,163.31		
101-11-000-10	Cash on hand - Court drawer	200.00		
101-11-000-84	Claim on Cash General	4,169,638.45		
101-11-000-90	Investment Account	5,568,481.42		
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	Prepaids	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		
			12,092,941.99	
	TOTAL ASSETS			12,092,941.99
LIABILITIES				
101-21-010-00	Accounts Payable Pooled	45,182.27		
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	197.70		
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	(282.55)		
	TOTAL LIABILITIES		245,440.20	
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	14,726,744.74		
	TOTAL EXPENSES	11,278,329.36		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	3,448,415.38		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		11,847,501.79	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			12,092,941.99

BALANCE SHEET

AS OF: JUNE 30TH, 2024

201-Water Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
201-11-000-00	Water Fund Cash	65,442.74		
201-11-000-10	Cash Drawer	200.00		
201-11-000-84	Claim on Cash Water	1,293,496.34		
201-11-000-90	Investment Account	75,375.35		
201-11-000-91	Water Impact Fees	624,868.57		
201-11-012-73	Cash in bank - Water Bond S16	1,232.81		
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		
			9,786,903.82	
	TOTAL ASSETS			9,786,903.82
				==========
LIABILITIES				
==========				
201-21-010-00	Accounts Payable Pooled	11,086.63		
201-21-010-05	Unapplied Credits	7,783.90		
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	8,860.23		
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	167,901.32		
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		
	TOTAL LIABILITIES		4,687,853.12	
EQUITY				
======				
201-31-033-02	Fund balance - Water/Sewer	4,096,638.80		
201-31-033-10	Developer Contributions	470,033.47		
201-31-033-80	Net Pension Benefit Obligation	9,219.00		
	TOTAL BEGINNING EQUITY	4,575,891.27		

BALANCE SHEET

AS OF: JUNE 30TH, 2024

201-Water Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
	TOTAL REVENUE	1,911,927.49		
	TOTAL EXPENSES	1,388,768.06		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	523,159.43		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		5,099,050.70	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			9,786,903.82

BALANCE SHEET

AS OF: JUNE 30TH, 2024

202-Sewer Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
202-11-000-84	Claim on Cash Sewer	(7,913,598.64)		
202-11-000-91	Sewer Impact Fees	813,760.30		
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	14,475,405.67		
			7,491,871.85	
	TOTAL ASSETS			7,491,871.85
LIABILITIES				
202-21-010-00	Accounts Payable Pooled	7,862.97		
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	38,342.00		
	TOTAL LIABILITIES		270,060.57	
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	739,050.73		
	TOTAL BEGINNING EQUITY	6,947,836.34		
	TOTAL REVENUE	1,061,082.35		
	TOTAL EXPENSES	787,107.41		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	273,974.94		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		7,221,811.28	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			7,491,871.85

BALANCE SHEET

AS OF: JUNE 30TH, 2024

205-Solid Waste Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
205-11-000-84	Claim on Cash Garbage	(377,209.25)		
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)		
			(214,600.28)	
	TOTAL ASSETS			(214,600.28)
LIABILITIES				
205-21-010-00	Accounts Payable Pooled	161,722.87		
205-21-021-90	Sales Tax Payable	9,972.56		
205-23-000-00	Due to other funds	16,219.00		
	TOTAL LIABILITIES		187,914.43	
EQUITY				
205-31-033-00	Fund Balance	(272,923.87)		
	TOTAL BEGINNING EQUITY	(272,923.87)		
	TOTAL REVENUE	1,467,100.90		
	TOTAL EXPENSES	1,596,691.74		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(129,590.84)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(402,514.71)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			(214,600.28)

BALANCE SHEET

AS OF: JUNE 30TH, 2024

301-Debt Service Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
301-11-000-00	Debt Service Cash	425,041.27		
301-11-000-84	Claim on Cash Debt Service	(26,872.51)		
301-11-000-90	Investment Account	71,284.09		
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	114,820.00		
			592,097.41	
	TOTAL ASSETS			592,097.41
LIABILITIES				
301-21-029-90	Deferred Taxes-I&S	7,824.56		
	TOTAL LIABILITIES		7,824.56	
EQUITY				
301-31-033-01	Fund Balance - Restricted	247,823.66		
	TOTAL BEGINNING EQUITY	247,823.66		
	TOTAL REVENUE	1,361,622.47		
	TOTAL EXPENSES	1,025,173.28		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	336,449.19		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		584,272.85	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			592,097.41

BALANCE SHEET

AS OF: JUNE 30TH, 2024

401-Special Revenue Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
401-11-000-00	Special Revenue Cash	45,883.61		
401-11-000-70	Cash in bnk - Hotel/Motel Tax	(13,891.61)		
401-11-000-84	Claim on Cash Special Revenue	36,416.97		
			68,408.97	
	TOTAL ASSETS			68,408.97
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	540.76		
	TOTAL BEGINNING EQUITY	47,454.40		
	TOTAL REVENUE	27,234.57		
	TOTAL EXPENSES	6,280.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	20,954.57		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		68,408.97	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			68,408.97

BALANCE SHEET

AS OF: JUNE 30TH, 2024

402-TIRZ Jackson Ridge

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
402-11-000-00	TIRZ Cash	903,475.55		
402-11-000-84	Claim on Cash TIRZ	518,732.58		
			1,422,208.13	
	TOTAL ASSETS			1,422,208.13
LIABILITIES				
EQUITY				
402-31-033-06	Fund balance - TIRZ Fund	526,039.50		
	TOTAL BEGINNING EQUITY	526,039.50		
TOTAL REVENUE		896,168.63		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	896,168.63		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		1,422,208.13	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,422,208.13

BALANCE SHEET

AS OF: JUNE 30TH, 2024

403-Impact Fees

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
403-11-000-00	Impact Fees Cash	410,341.50		
403-11-000-84	Claim on Cash Impact Fees	(18,923.28)		
			391,418.22	
	TOTAL ASSETS			391,418.22
LIABILITIES				
EQUITY				
403-31-033-20	Restricted FB- Street Impact	376,974.59		
	TOTAL BEGINNING EQUITY	376,974.59		
	TOTAL REVENUE	16,073.63		
	TOTAL EXPENSES	1,630.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	14,443.63		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		391,418.22	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			391,418.22

BALANCE SHEET

AS OF: JUNE 30TH, 2024

404-Development Fees

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
404-11-000-00	Development Fees Cash	257.86		
404-11-000-50	Investment Acct-Park Fees	2,176,422.41		
404-11-000-60	Investment acct-Fire Station	4,242,630.57		
404-11-000-70	Investment Acct-Street Fees	3,152,570.79		
404-11-000-84	Claim on Cash Development Fees	1,123,080.73		
404-11-000-90	Investment Account	430,912.09		
			11,125,874.45	
	TOTAL ASSETS			11,125,874.45
LIABILITIES				
404-21-010-00	Accounts Payable Pooled	72,936.98		
	TOTAL LIABILITIES		72,936.98	
EQUITY				
404-31-033-00	Fund Balance	9,877,418.37		
	TOTAL BEGINNING EQUITY	9,877,418.37		
	TOTAL REVENUE	1,390,729.19		
	TOTAL EXPENSES	215,210.09		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,175,519.10		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		11,052,937.47	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			11,125,874.45

BALANCE SHEET

AS OF: JUNE 30TH, 2024

405-Grant Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
405-11-000-00	Grant Fund Cash	1,102,067.77		
405-11-000-84	Claim on Cash Grants	(413,135.46)		
			688,932.31	
	TOTAL ASSETS			688,932.31
LIABILITIES				
405-21-010-00	Account Payable Pooled	26,299.35		
405-21-021-60	Unearned Revenue - Grants	1,023,214.40		
	TOTAL LIABILITIES		1,049,513.75	
EQUITY				
405-31-033-04	Fund Balance - Grant Fund	(278,550.21)		
	TOTAL BEGINNING EQUITY	(278,550.21)		
	TOTAL REVENUE	496,785.21		
	TOTAL EXPENSES	578,816.44		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(82,031.23)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(360,581.44)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			688,932.31

BALANCE SHEET

AS OF: JUNE 30TH, 2024

406-Holding Acct Dev Agreemts

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
406-11-000-00	Developer Cash Holdings	1,522.18		
406-11-000-84	Claim on Cash Holding	508,960.83		
			510,483.01	
	TOTAL ASSETS			510,483.01
LIABILITIES				
406-21-010-00	Accounts Payable Pooled	24,819.35		
406-23-000-00	Due to Other Funds	368,290.00		
	TOTAL LIABILITIES		393,109.35	
EQUITY				
406-31-033-00	Fund Balance	227,158.33		
	TOTAL BEGINNING EQUITY	227,158.33		
	TOTAL REVENUE	220,059.61		
	TOTAL EXPENSES	329,844.28		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(109,784.67)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		117,373.66	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			510,483.01

BALANCE SHEET

AS OF: JUNE 30TH, 2024

501-Capital Projects Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
501-11-000-00	Capital Projects Cash	2,880.15		
501-11-000-55	Vehicle Replacement Fund	79,328.86		
501-11-000-58	Cash - Tax Notes	382,014.37		
501-11-000-59	Cash - CO 2022 Public Safety	6,157,152.75		
501-11-000-60	Cash - CO 2023 Keeneland Ph1	5,046,427.08		
501-11-000-61	Cash - CO 2024 Station 2	5,422,372.77		
501-11-000-84	Claim on Cash Capital Projects	2,151,524.79		
501-11-008-38	Cash - Water Bond S16	567,090.26		
			19,808,791.03	
	TOTAL ASSETS			19,808,791.03
LIABILITIES				
501-21-010-00	Accounts Payable Pooled	257,687.29		
501-23-999-00	Impact Fees - Streets	33,317.26		
	TOTAL LIABILITIES		291,004.55	
EQUITY				
501-31-033-03	Restricted FB - Contruction	22,896,497.09		
	TOTAL BEGINNING EQUITY	22,896,497.09		
	TOTAL REVENUE	6,420,906.14		
	TOTAL EXPENSES	9,799,616.75		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(3,378,710.61)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		19,517,786.48	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			19,808,791.03

BALANCE SHEET

AS OF: JUNE 30TH, 2024

701-MDD

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
701-11-000-00	MDD Cash	904,061.69		
701-11-000-84	Claim on Cash MDD	(172,232.85)		
701-11-000-90	Investment Account	1,604,570.45		
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)		
			3,489,463.98	
	TOTAL ASSETS			3,489,463.98
				==========
LIABILITIES				
==========				
701-21-010-00	Accounts Payable Pooled	90.45		
	TOTAL LIABILITIES		90.45	
EQUITY				
======				
701-31-040-10	Fund Balance - MDD	2,735,356.60		
	TOTAL BEGINNING EQUITY	2,735,356.60		
	TOTAL REVENUE	928,218.42		
	TOTAL EXPENSES	174,201.49		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	754,016.93		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,489,373.53	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			3,489,463.98
				==========

BALANCE SHEET

AS OF: JUNE 30TH, 2024

801-Employee Benefit Trust

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
801-11-000-00	Employee Benefit Trust Cash	48,504.43		
801-11-000-84	Claim on Cash EBT	(62,230.41)		
			(13,725.98)	
	TOTAL ASSETS			(13,725.98)
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	861,849.43		
	TOTAL EXPENSES	897,901.05		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(36,051.62)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(63,785.98)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			(13,725.98)

City of Aubrey, Texas
Quarterly Investment Report
April 1, 2024 to June 30,2024
Portfolio Summary Management Report

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

03/31/24		06/30/24	
Beginning Book Value:	$36,366,390	Beginning Book Value:	$39,575,030
Beginning Market Value:	36,366,390	Beginning Market Value:	39,575,030
Beginning Par Value:	36,366,390	Beginning Par Value:	39,575,030
WAM at Beginning Period Date	50 days	WAM at Ending Period Date	43 days
		Increase/(Decrease) in Investment Holdings Market Value	$3,208,640

Average Yield to Maturity for quarter	5.440%
Average Yield to Maturity 6-month T-Bill	5.110%

Chris Rich, Mayor

Mike English, Finance Director

CITY OF AUBREY, TEXAS
CURRENT INVESTMENT PORTFOLIO AS OF
JUNE 30, 2024

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

CUSIP	TYPE OF SECURITY	PAR	CURRENT RATE	PURCHASE SETTLEMENT DATE	MATURITY DATE	TERM	DAYS HELD 6/30/2024	DAYS TO MATURITY 6/30/2024	% TOTAL	WEIGHTED AVG MATURITY	WEIGHTED AVG YIELD
Cash Positions : Bank Cash Investments											
Point Bank	DDA	$5,160,244	5.4500%	6/30/2024	6/30/2024	1	0	0	13.04%	0	5.2867%
Subtotal Cash Positions		$5,160,244									
Cash Positions : Pooled Investments											
LOGIC	Pool	$34,414,786	5.4100%	6/30/2024	6/30/2024	1	0	1	86.96%	43	5.4625%
Subtotal Cash Positions		$34,414,786									
Cash Positions : Treasuries, Agencies, CD Investments											
		$0	0.0000%								
Subtotal Cash Positions		$0									
Grand Total		$39,575,030							100.00%	43	5.4395%

CITY OF AUBREY, TEXAS
QUARTERLY POSITION CHANGE REPORT
April 1, 2024 to June 30,2024

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

CUSIP	TYPE OF SECURITY	PAR	CURRENT RATE	PURCHASE SETTLEMENT DATE	MATURITY DATE	BOOK VALUE BEGINNING 3/31/2024	BOOK VALUE ENDING 6/30/2024	BOOK VALUE CHANGE	MARKET VALUE BEGINNING 3/31/2024	MARKET VALUE ENDING 6/30/2024	MARKET VALUE CHANGE
Cash Positions : Bank Cash Investments											
Bank Deposits	DDA	$5,160,244	5.4500%	6/30/2024	6/30/2024	$6,349,751	$5,160,244	($1,189,507)	$6,349,751	$5,160,244	($1,189,507)
Subtotal Cash Positions		$5,160,244				$6,349,751	$5,160,244	($1,189,507)	$6,349,751	$5,160,244	($1,189,507)
Cash Positions : Pooled Investments											
LOGIC	Pool	$34,414,786	5.4100%	6/30/2024	6/30/2024	$30,016,639	$34,414,786	$4,398,147	$30,016,639	$34,414,786	$4,398,147
Subtotal Cash Positions		$34,414,786				$30,016,639	$34,414,786	$4,398,147	$30,016,639	$34,414,786	$4,398,147
Cash Positions : Treasuries, Agencies, CD Investments											
		$0	0.0000%			$0	$0	$0	$0	$0	$0
Subtotal Cash Positions		$0				$0	$0	$0	$0	$0	$0
Grand Total		$39,575,030				$36,366,390	$39,575,030	$3,208,640	$36,366,390	$39,575,030	$3,208,640

INTEREST EARNED FOR QUARTER

MONTH	TYPE OF SECURITY	AVERAGE BALANCE	AVERAGE RATE	INTEREST EARNED
Cash Positions : Bank Cash Investments				
Jul-23	DDA	$3,944,827	5.1700%	$ 16,995.63
Aug-23	DDA	$4,932,242	5.2500%	$ 21,578.56
Sep-23	DDA	$4,171,092	5.4400%	$ 18,908.95
Oct-23	DDA	$4,833,199	5.4500%	$ 21,950.78
Nov-23	DDA	$3,221,830	5.4900%	$ 14,739.87
Dec-23	DDA	$4,596,375	5.5100%	$ 21,105.02
Jan-24	DDA	$6,692,754	5.4500%	$ 30,396.26
Feb-24	DDA	$6,492,647	5.4900%	$ 29,703.86
Mar-24	DDA	$6,685,152	5.5100%	$ 30,695.99
Apr-24	DDA	$6,081,830	5.4700%	$ 27,723.01
May-24	DDA	$6,213,688	5.4600%	$ 28,272.28
Jun-24	DDA	$5,440,518	5.4500%	$ 24,709.02
TOTAL INTEREST EARNED FOR FISCAL YEAR-TO-DATE				$ 229,296.09
TOTAL INTEREST EARNED FOR QUARTER				$ 80,704.31
Cash Positions : Pooled Investments				
Jul-23	Pool	$38,581,236	5.2985%	$ 164,945.55
Aug-23	Pool	$36,511,412	5.5721%	$ 172,662.21
Sep-23	Pool	$36,306,615	5.5168%	$ 155,379.10
Oct-23	Pool	$33,995,439	5.5432%	$ 161,014.41
Nov-23	Pool	$33,601,526	5.5598%	$ 153,792.55
Dec-23	Pool	$31,784,951	5.5411%	$ 153,779.03
Jan-24	Pool	$31,548,617	5.5432%	$ 148,358.07
Feb-24	Pool	$30,594,488	5.5598%	$ 134,726.18
Mar-24	Pool	$30,016,639	5.5411%	$ 136,676.88
Apr-24	Pool	$29,531,192	5.4500%	$ 132,861.60
May-24	Pool	$29,164,566	5.4200%	$ 133,533.21
Jun-24	Pool	$34,414,786	5.4100%	$ 152,808.52
TOTAL INTEREST EARNED FOR FISCAL YEAR-TO-DATE				$ 1,307,550.45
TOTAL INTEREST EARNED FOR QUARTER				$ 419,203.33
TOTAL INTEREST EARNED FOR FISCAL YEAR-TO-DATE				$ 1,536,846.54
TOTAL INTEREST EARNED FOR QUARTER				$ 499,907.64

Brittany McLain
Library Manager
226 Countryside Drive
Aubrey, TX 76227
July 16, 2024

Jenny Huckabee
City Secretary
City of Aubrey
107 South Main Street
Aubrey, TX 76227

Dear Jenny Huckabee:

The Aubrey Area Library just completed our technology upgrade project. During this process all the electronic equipment listed below was replaced with new equipment. This replacement was much needed as most of the equipment was overdue for replacement and starting to cause complications for our patrons when utilizing our computer systems. It is for these reasons that we respectfully request the electronic equipment be decommissioned and properly disposed of by our IT Department.

The requested items for decommissioning are as follows:

- ASUS Computer Monitor
    - Model: VS228H-P
    - Serial Number: E5LMQS067002
- ASUS Computer Monitor
    - Model: VS239H-P
    - Serial Number: LBLMTF304370
- ASUS Computer Monitor
    - Model: VS239H-P
    - Serial Number: LBLMTF-305303
- AOC Computer Monitor
    - Model: 215LM00015
    - Serial Number: ACYC30A000081
- ACER Computer Monitor
    - Model: SB220Q
    - Serial Number: MMTERAA001919022F12400

- LENOVO Computer Monitor
    - Model: LS1922wA
    - Serial Number: V3C6101
- DELL Computer Monitor
    - Model: E228WFPf
    - Serial Number: CN-OWT814-72872-85G-0D7I
- LENOVO Computer Monitor
    - Model: LS1922wA
    - Serial Number: V3C6107
- LENOVO Computer Monitor
    - Model: LS1922wA
    - Serial Number: V3C6091
- LENOVO Computer Monitor
    - Model: LS1922wA
    - Serial Number: V3C6096
- LG Computer Monitor
    - Model: 24M47VQ
    - Serial Number: 104NTPC60296
- LENOVO Computer Monitor
    - Model: LS1922wA
    - Serial Number: V3C6095
- LENOVO Computer Monitor
    - Model: LS1922wA
    - Serial Number: V3C4783
- LENOVO Computer Monitor
    - Model: LS1922wA
    - Serial Number: V3C6119
- LENOVO Computer Tower
    - Model: 000SUS
    - Serial Number: MJ06CW8M
- LENOVO Computer Tower
    - Model: 000SUS
    - Serial Number: MJ06CW8L
- LENOVO Computer Tower
    - Model: 000SUS
    - Serial Number: MJ06CW87
- LENOVO Computer Tower
    - Model: 000SUS
    - Serial Number: MJ06CW8V

- LENOVO Computer Tower
    - Model: 000SUS
    - Serial Number: MJ06CW8G
- LENOVO Computer Tower
    - Model: 000SUS
    - Serial Number: MJ06CW8J
- LENOVO Computer Tower
    - Model: 000SUS
    - Serial Number: MJ06CW7K
- LENOVO Computer Tower
    - Model: 000SUS
    - Serial Number: MJ06CW8W
- LENOVO Computer Tower
    - Model: 000SUS
    - Serial Number: MJ06CW7S
-

Thank you for your time and consideration with this request.

Sincerely,

Brittany McLain

Brittany McLain

Library Manager

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Approve a request for a twelve-month extension to the September 22, 2024, expiration date for the Preliminary Plat for the Saratoga Development.

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

Summary
The Saratoga Preliminary Plat, being approximately 112 acres out of the T. Chambers Survey, A-223, Denton County Texas, located North of E. Blackjack Rd. and West of FM 2931, in the Aubrey Extraterritorial Jurisdiction was approved by the Planning and Zoning Commission on September 8, 2022, and by the City Council on September 22, 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.

Saratoga has submitted a written request to extend the expiration of the Preliminary Plat. This development is being designed and built in phases. Phase 1 received final plat approvals in May 2024. The Phase 2A civil's were approved in June 2024 and the traffic impact analysis and flood study are in review for approval.

Significant efforts and expenditures are being made toward permitting and developing the project. The development is continuing to make progress forward.

Financial Summary
None

Staff Recommended Motion
Approve

Conditions
N/A

Westwood

Memorandum

To: *Ms. Leanne Wilson, City of Aubrey*

From: *Wesley Jones, Project Manager*

Date: *June 19th, 2024*

Subject: *Saratoga - Preliminary Plat Extension Request*

Dear Ms. Wilson,

I respectfully request the expiration date of the Saratoga Preliminary Plat be extended for an additional one (1) year past its current expiration date of September 8th, 2024 (09/08/2022). 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:

- Traffic Impact Analysis – Resubmitted to the City on June 6th, 2024.
- Construction Plans Phase 1 (Streets, Drainage) – Most recent comments received from the City on June 13th, 2024.
- Construction Plans Phase 1A (Streets, Drainage) - Approved by City on June 3rd, 2024
- Construction Plans Phase 2A (Streets, Drainage) - Approved by City on June 3rd, 2024
- Construction Plans Phase 1 (Water, On-site Sewer) - Most recent comments received from Mustang SUD on June 13th, 2024.
- Construction Plans Phase 1A (Water, On-site Sewer) - Resubmitted back to Mustang SUD on May 23rd, 2024
- Construction Plans Phase 2A (Water, On-site Sewer) - Resubmitted back to Mustang SUD on May 23rd, 2024
- Construction Plans Phase 1 (Lift Station, Off-Site Sewer) - Resubmitted back to Mustang SUD on May 23rd, 2024
- Flood Study – Under review by the City. Followed up on the status of the review on May 18th, 2024.
- Early Grading Permit - Approved by City on October 17th, 2023.
- Denton County Flood Plain Permit - Approved by Denton County in June 12th, 2024
- Final Plat Phase 1 - Approved with conditions by City of Aubrey on May 23rd, 2024
- Final Plat Phase 1A - Approved with conditions by City of Aubrey on May 23rd, 2024
- Final Plat Phase 1 - Approved with conditions by City of Aubrey on May 23rd, 2024.

Westwood

As you can see, significant efforts and expenditures are being made toward permitting and developing the project. Therefore, we would kindly request that the Preliminary Plat expiration be extended as mentioned above, given the ongoing progress towards completion.

Please feel free to call me with any questions or for additional information. I can be reached at 214-687-8161.

Wesley Jones

Wesley Jones
Project Manager

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Accept the resignation of Billy Trujillo from the Board of Adjustment.

Staff Contact
Jenny Hicks, City Secretary
jhicks@aubreytx.gov
940-440-9343

Summary
Chairperson Billy Trujillo submitted his resignation on June 25, 2024.

Financial Summary
N/A

Staff Recommended Motion
Approve

Conditions
N/A

Jenny Hicks

From: Billy Trujillo
Sent: Tuesday, June 25, 2024 10:16 AM
To: Jenny Hicks
Cc: Chris Rich
Subject: Good Morning - Resigning from the BofA

Jenny,

I have made the decision to resign from the Board of Adjustments. Since we don't have a meeting this month, it would allow time for the Board to find my replacement. When I volunteered, I was looking for a more active role and due to the nature of the Board it is not as active as I thought it would get with Aubrey growing. I am very thankful for all that I have learned from everyone involved especially you - you have taken the time and energy to make sure each Board Meeting is successful.

Please let me know if there is anything else required from me to finalize this resignation.

Thank you,

Billy Trujillo
469-952-0592

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Approve Ordinance #855-24 amending Chapter 12 "Traffic and Vehicles", Division 2 Golf Carts, Article 12.07.032 Equipment and License Plate.

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

Summary
This is a cleanup item. The current ordinance states:
Sec. 12.07.005 Equipment and License Plate. a) Every Golf Cart operated within the city limits shall be equipped with the following equipment, which shall be operational at all times: 1) Tail lamps, 2) parking brakes, and 3) a slow-moving vehicle emblem clearly visible in daylight or at night from the light of standard automobile headlamps at a distance of at least 500 feet. b) Golf Carts operating during night hours shall be equipped with the following equipment, which shall be operational at all times: 1) headlights, 2) tail lamps, 3) reflectors, 4) parking brake, and 5) mirror(s) as provided for in Sections 551. 404 and 547.703, respectively, of the Transportation Code.

The recommended changes would be the following:
Sec. 12.07.005 Equipment and License Plate. a) Every Golf Cart operated within the city limits shall be equipped with the following equipment, which shall be operational at all times: 1) Tail lamps, 2) parking brakes, and 3) a slow-moving vehicle emblem clearly visible in daylight or at night from the light of standard automobile headlamps at a distance of at least 500 feet. 3) headlights, 4) tail lamps, 5) reflectors, 6) parking brake, and 7) mirror(s) as provided for in Sections 551. 404 and 547.703, respectively, of the Transportation Code.

The removal of the night hour operation distinction establishes the City Ordinance more in line with State law.

Financial Summary
None

Staff Recommended Motion
Approve

Conditions
N/A

ORDINANCE NO. 855-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING ARTICLE 12.07.005 "EQUIPMENT AND LICENSE PLATE" OF CHAPTER 12, "TRAFFIC AND VEHICLES", OF THE CODE OF ORDINANCES; ESTABLISHING GOLF CART EQUIPMENT AND LICENSE PLATE REGULATIONS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED ($500) DOLLARS FOR EACH OFFENSE; PROVIDING A CUMULATIVE REPEALER AND SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Aubrey ("City"), located in Denton County, Texas, is a Home Rule Municipality created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Chapter 551 of the Texas Transportation Code allows for the operation of golf carts within municipalities under certain circumstances; and

WHEREAS, the Texas Transportation Code grants the City the authority to control the operation of motor vehicles, including golf carts, using its streets; and

WHEREAS, the City Council of the City of Aubrey ("City Council") finds that the Golf Cart Ordinance should be further amended to regulate the equipment required to establish better regulation of Golf Carts and Recreational Off-Highway Vehicles in the best interest of the public health, safety, and welfare of the City, residents, visitors, and users of the highway system; and

WHEREAS, after due deliberations, the City Council finds that the amendment and adoption of this Ordinance is necessary for the safety of the citizens of the City and the general public.

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

SECTION 1.
INCORPORATION OF PREMISES

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

SECTION 2.
AMENDMENT

Section 2.01 Sections 12.07.005 "Equipment and License Plate," Subsection (a) and Subsection (b) of Division 1 "Generally," of Chapter 12, "Traffic and Vehicles," of Article 12.07, "Golf Carts and Off-Highway Vehicles," of the Code of Ordinances of the City of Aubrey, Subsection (a) and

Subsection (b), are hereby repealed and a new Section 12.07.005 Subsection (a) is hereby adopted and shall be and read in its entirety as follows, and all other sections of Chapter 12, Article 12.07 not expressly amended hereby shall remain in full force and effect:

"Sec. 12.07.005 **Equipment and License Plate.**

(a) Every Golf Cart operated within the city limits shall be equipped with the following equipment, which shall be operational at all times:
   (1) tail lamps,
   (2) headlights,
   (3) parking brakes,
   (4) reflectors,
   (5) a slow-moving vehicle emblem clearly visible in daylight or at night from the light of standard automobile headlamps at a distance of at least 500 feet, and
   (6) mirror(s) as provided for in Sections 551.404 and 547.703, respectively, of the Transportation Code."

SECTION 3.
PENALTY

Any person, firm, or corporation violating any of the provisions of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as may be provided for in the Code of Ordinances of the City, and upon conviction, shall be punished by a fine not to exceed five hundred dollars ($500.00) for each offense.

SECTION 4.
SAVINGS

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any other ordinance which has been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, such pre-existing ordinances shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.
SEVERABILITY

If any provision, section, subsection, article, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstances is held invalid, void, or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, and the remaining portions shall remain in full force and effect.

SECTION 6.
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen on the date of adoption of this Ordinance or under such portion of any other ordinance shall continue to be governed by the provisions of such ordinances and for that purpose such ordinances shall remain in full force and effect.

SECTION 7.
PUBLICATION

The City Secretary of the City is hereby directed to publish the caption, penalty, and effective date of this Ordinance as required by law.

SECTION 8.
EFFECTIVE DATE

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

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

APPROVED:

_____
Chris Rich, Mayor

ATTEST:

_____
Jenny Hicks, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

SUBCHAPTER F. GOLF CARTS

Sec. 551.401. DEFINITION. In this subchapter, "golf cart" means a motor vehicle designed by the manufacturer primarily for use on a golf course.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.
Amended by:
Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 239, eff. January 1, 2012.
Acts 2017, 85th Leg., R.S., Ch. 1052 (H.B. 1956), Sec. 22(1), eff. September 1, 2017.
Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 16, eff. June 14, 2019.

Sec. 551.402. REGISTRATION NOT AUTHORIZED; LICENSE PLATES. (a) The Texas Department of Motor Vehicles may not register a golf cart for operation on a highway regardless of whether any alteration has been made to the golf cart.

(b) A person may operate a golf cart on a highway in a manner authorized by this subchapter only if the vehicle displays a license plate issued under this section.

(c) The Texas Department of Motor Vehicles:

(1) shall by rule establish a procedure to issue license plates for golf carts; and

(2) may charge a fee not to exceed $10 for the cost of the license plate, to be deposited to the credit of the Texas Department of Motor Vehicles fund.

(d) A golf cart license plate does not expire. A person who becomes the owner of a golf cart for which the previous owner obtained a license plate may not use the previous owner's license plate.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.
Amended by:
Acts 2013, 83rd Leg., R.S., Ch. 877 (H.B. 719), Sec. 1, eff. June 14, 2013.
Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 95, eff. September 1, 2013.
Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 17, eff. June 14, 2019.

Sec. 551.403. OPERATION AUTHORIZED IN CERTAIN AREAS. (a) An operator may operate a golf cart:

(1) in a master planned community:

(A) that is a residential subdivision as defined by Section 209.002(9), Property Code, or has in place a uniform set of restrictive covenants; and

(B) for which a county or municipality has approved one or more plats;

(2) on a public or private beach that is open to vehicular traffic; or

(3) on a highway for which the posted speed limit is not more than 35 miles per hour, if the golf cart is operated:

(A) during the daytime; and

(B) not more than five miles from the location where the golf cart is usually parked and for transportation to or from a golf course.

(b) Notwithstanding Section 551.402(b), a person may operate a golf cart in a master planned community described by Subsection (a) without a golf cart license plate on a highway for which the posted speed limit is not more than 35 miles per hour, including through an intersection of a highway for which the posted speed limit is more than 35 miles per hour.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.
Amended by:
Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 18, eff. June 14, 2019.
Acts 2021, 87th Leg., R.S., Ch. 652 (H.B. 1281), Sec. 1, eff. June 15, 2021.

Sec. 551.4031. PROHIBITION OF OPERATION ON HIGHWAY BY MUNICIPALITY, COUNTY, OR DEPARTMENT. (a) A county or municipality may prohibit the operation of a golf cart on a highway under Section 551.403 if the governing body of the county or municipality determines that the prohibition is necessary in the interest of safety.

(b) The Texas Department of Transportation may prohibit the operation of a golf cart on a highway under Section 551.403 if the department determines that the prohibition is necessary in the interest of safety.

Added by Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 18, eff. June 14, 2019.
Amended by:
Acts 2021, 87th Leg., R.S., Ch. 652 (H.B. 1281), Sec. 2, eff. June 15, 2021.

Sec. 551.404. OPERATION ON HIGHWAY AUTHORIZED BY MUNICIPALITY OR CERTAIN COUNTIES. (a) In addition to the operation authorized by Section 551.403, the governing body of a municipality may allow an operator to operate a golf cart on all or part of a highway that:

(1) is in the corporate boundaries of the municipality; and

(2) has a posted speed limit of not more than 35 miles per hour.

(b) In addition to the operation authorized by Section 551.403, the commissioners court of a county described by Subsection (c) may allow an operator to operate a golf cart on all or part of a highway that:

(1) is located in the unincorporated area of the county; and

(2) has a speed limit of not more than 35 miles per hour.

(c) Subsection (b) applies only to a county that:

(1) borders or contains a portion of the Red River; or

(2) borders the Gulf of Mexico and has a population of less than 500,000.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.
Amended by:
Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 241, eff. January 1, 2012.
Acts 2013, 83rd Leg., R.S., Ch. 877 (H.B. 719), Sec. 2, eff. June 14, 2013.
Acts 2017, 85th Leg., R.S., Ch. 171 (H.B. 2968), Sec. 1, eff. May 26, 2017.
Acts 2017, 85th Leg., R.S., Ch. 1052 (H.B. 1956), Sec. 2, eff. September 1, 2017.
Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 19, eff. June 14, 2019.
Acts 2021, 87th Leg., R.S., Ch. 652 (H.B. 1281), Sec. 3, eff. June 15, 2021.

Sec. 551.4041. EQUIPMENT. A golf cart operated under Section 551.404 must have the following equipment:

(1) headlamps;

(2) taillamps;

(3) reflectors;

(4) parking brake; and

(5) mirrors.

Added by Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 19, eff. June 14, 2019.

Sec. 551.405. CROSSING INTERSECTIONS. A golf cart may cross a highway at an intersection, including an intersection with a highway that has a posted speed limit of more than 35 miles per hour.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.
Amended by:
Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 20, eff. June 14, 2019.

ORDINANCE NO. 837-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING ARTICLE 12.04 "PARKING, STOPPING AND STANDING", AND ADOPTING ARTICLE 12.07 "GOLF CARTS AND OFF HIGHWAY VEHICLES" OF CHAPTER 12, "TRAFFIC AND VEHICLES", OF THE CITY'S CODE OF ORDINANCES; ESTABLISHING GOLF CART AND RECREATIONAL OFF-HIGHWAY REGULATIONS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A PENALTY CLAUSE; PROVIDING A CUMULATIVE REPEALER AND SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Aubrey ("City"), located in Denton County, Texas, is a Home Rule Municipality created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Chapter 551 of the Texas Transportation Code allows for the operation of golf carts within municipalities under certain circumstances; and

WHEREAS, the Texas Transportation Code grants the City the authority to control the operation of motor vehicles, including golf carts, using its streets; and

WHEREAS, the City Council of the City of Aubrey ("City Council") finds that establishing regulation of Golf Carts and Recreational Off-Highway Vehicles is in the best interest of the public health, safety, and welfare of the City, residents, visitors, and users of the highway system; and

WHEREAS, after due deliberations, the City Council finds that the amendment and adoption of this Ordinance is necessary for the safety of the citizens of the City and the general public.

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

SECTION 1.
INCORPORATION OF PREMISES

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

SECTION 2.
AMENDED AND ADOPTED PROVISIONS

Section 2.01 Division 1 "Generally" of Article 12.04 Sections 12.04.001 through 12.04.010 of Article 12.04 "Parking, Stopping and Standing", of Chapter 12, "Traffic and Vehicles" of the Code of Ordinances of the City is hereby repealed in its entirety, and a new Division one "Generally" of

Article 12.04 "Parking, Stopping and Standing", of Chapter 12, "Traffic and Vehicles" of the Code is hereby adopted to be in read in its entirety as follows, and all other sections of Chapter 12, Article 12.04 not expressly amended or repealed hereby shall remain in full force and effect.

"**Article 12.04 Parking, Stopping and Standing.**

Division 1. Generally.

Sec. 12.04.001 **Definitions.**

(a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

All-Terrain Vehicle – Shall have the meaning assigned by Chapter 551 A. of the Texas Transportation Code

Boat - All types of watercraft, whether registered, unregistered, licensed or unlicensed. The term "boat" shall include any wheeled trailer or other device on which such boat is or may be kept, stored, or transported, whether registered or unregistered, licensed, or unlicensed.

Golf Cart – Shall have the meaning assigned by 551.401 of the Texas Transportation Code, as it exists or may be amended and includes a Motor Vehicle designed by the manufacturer primarily for transporting persons on a golf course. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles, neighborhood electric vehicles, off-highway vehicles, four-wheelers, mules, gators and riding lawnmowers.

Mailbox - A public or private box into which mail is deposited and which is located within ten (10) feet of a curb or the pavement edge of a public or private street.

Motor Vehicle – Means a device in, on, or by which a person or property is or may be transported or drawn on a highway, except a device used exclusively on stationary rails or tracks. For purposes of this Article, the term includes Golf Cart but does not include an electric bicycle or an electric personal assistive mobility device. *Park or parking* - To stand an occupied or unoccupied motor vehicle, other than temporarily while loading or unloading merchandise or passengers.

Operator – The person operating and having physical control over the golf cart. An operator must carry a valid state driver's license.

Owner – Shall have the meaning assigned by Chapter 502.001 of the Texas Transportation Code and shall mean the person who has legal title

to the golf cart, has the legal right of possession of the golf cart, or has legal control of it.

Recreational Off-Highway Vehicle – Means a Motor Vehicle that is equipped with a seat or seats for the use of the rider and passengers, if the vehicle is designed by the manufacturer to transport passengers designed to propel itself with four or more tires in contact with the ground designed by the manufacturer for off-highway use by the operator only.

Residentially Zoned - Any area zoned for residential use as defined and designated in the City's Comprehensive Zoning Ordinance, as amended.

Roadway - the portion of a street or highway other than the berm or shoulder, that is improved, designed, or ordinarily used for Motor Vehicle travel. If a highway includes at least two separate roadways, the term applies to each roadway separately.

Sidewalk - The portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines, intended for the use of pedestrians.

Stop, Stopping or Standing - When prohibited, means any halting, even momentarily, of a Motor Vehicle or Golf Cart, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

Store - To place for the purpose of preserving, protecting and securing it for a period in excess of 48 hours.

Street or highway - The entire width between the boundary lines of a publicly maintained way any part of which is open to the use of the public for vehicular travel.

Trailer - Means a vehicle, with or without motive power, designed to be drawn by a Motor Vehicle and to transport persons or property. A trailer cannot be drawn by a golf cart.

Truck - Any semi-tractor or any commercial vehicle with a licensed weight of 6,001 pounds or above.

Utility Trailer - An open, flatbed trailer used to transport cargo, equipment, or other items that may not fit inside a towing vehicle, with low side walls and no roof.

Utility Vehicle - A Motor Vehicle that is not a golf cart and is equipped with side-by-side seating for the use of the operator and a passenger

designed to propel itself with at least four tires in contact with the ground.

Sec. 12.04.002 **Presumption that owner of vehicle is responsible for violation.**

(a) If any Motor Vehicle or Golf Cart is found upon a street or highway in violation of any provision of this chapter regulating the stopping or parking of a motor vehicle or golf cart and the identity of the driver cannot be determined, the owner, or person in whose name such motor vehicle or golf cart is registered, shall be held prima facie responsible for such violation.

Sec. 12.04.003 **Impoundment of unlawfully parked vehicle or golf cart.**

(a) The chief of police may, whenever he deems it advisable, impound, or cause to be impounded, Motor Vehicle or Golf Cart parked, standing, or being in violation of any provision or provisions of this chapter.

(b) Such motor vehicle or golf cart shall be impounded at a place designated by the chief of police, and a fee in the amount established by the city shall be paid by the owner of any such motor vehicle or golf cart for release thereof. Such fee shall be paid to the chief of police.

(c) Said fee is charged as a police regulatory fee, and to offset the expense of impounding, and is not in lieu of any fine hereunder.

Sec. 12.04.004. **Manner of Parking.**

(a) Except where necessary in obedience to traffic regulations or traffic signs or signals, the driver of any motor or golf cart shall not stop, stand, or park such Motor Vehicle or Golf Cart in a roadway or street other than parallel with the edge of such roadway or street, headed in the direction of traffic and with the curbside wheels of the Motor Vehicle or Golf Cart within six inches of the edge of the roadway or street, except where streets have been marked for angle or head-in parking, and then only between the designated and marked parking lines, and not over or across such lines.

Sec. 12.04.004 **Loading zones.**

(a) No vehicle/golf cart shall be parked in any loading zone for a longer continuous period of time than is reasonably necessary to load or unload goods or merchandise for the business for which such loading zone is reserved. Provided, however, that this provision shall not apply to the delivery truck of the business for which zone is reserved if such delivery truck has painted upon the side thereof the words "Delivery Truck" together with the name of such business establishment.

Sec. 12.04.005 **General parking prohibitions.**

(a) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic-control device, no person shall:

(1) Stop, stand, or park a Motor Vehicle or Golf Cart on a street or on the side of a street or street segment when such street or street segment:

(A) Is identified under subsection (c) of this section; and

(B) Has one or more official signs stating "No Parking" or similar language indicating that no parking is allowed.

(2) Stop, stand, or park a Motor Vehicle or Golf Cart:

(A) On the roadway side at the edge or curb of a street;

(B) On a sidewalk;

(C) Within an intersection;

(D) On a crosswalk;

(E)Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;

(F) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;

(G) On any railroad track;

(H) At any place where official signs prohibit stopping;

(I) In front of, over, obstructing or within five feet to either side of a drainage structure opening.

(3) Stand or park a Motor Vehicle or Golf Cart, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

(A) In front of a public or private driveway;

(B) Within 15 feet of a fire hydrant;

(C) Within 20 feet of a crosswalk at an intersection;

(D) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign or traffic-control signal located at the side of a roadway;

(E) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly sign posted).

(4) At any place where official signs prohibit standing

Sec. 12.04.006. **Specific Parking Prohibitions**

(a) Loading Zone. In addition to the general prohibitions contained in Section 12.04.004, no Motor Vehicle or Golf Cart shall be parked in any loading zone for a longer continuous period than is reasonably necessary to load or unload goods or merchandise for the business for which such loading zone is reserved. Provided, however, that this provision shall not apply to the delivery truck of the business for which zone is reserved if such delivery truck has painted upon the side thereof the words "Delivery Truck" together with the name of such business establishment.

(1) No Motor Vehicle or Golf Cart shall be parked in any loading zone within 50 feet of the nearest rail of a railroad crossing;

(2) No Motor Vehicle or Golf Cart shall be parked at any place where official signs prohibit parking;

(3) No Motor Vehicle or Golf Cart shall be parked within 10 feet of a public or private mailbox between the hours of 8:00 a.m. and 5:00 p.m.:

(4) One loading zone may be established by the chief of police for each mercantile business in the city upon request by the owner thereof to the chief of police.

(5) No loading zone shall be for more than one parking space:

(6) Every loading zone shall have painted upon the curb adjacent thereto the words "Loading Zone."

(b) It shall be unlawful to park any Motor Vehicle or Golf Cart in any loading zone, passenger zone, police zone, or fire reserved zone established, designed, and marked as such by the chief of police as heretofore provided, other than those Motor Vehicles or Golf Carts for which such zones were reserved.

(c) Alley. In addition to the general prohibitions contained in Section 12.04.004, no Motor Vehicle or Golf Cart shall be parked within an alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for the free movement of vehicular traffic.

(1) No person shall stop, stand, or park a Motor Vehicle or Golf Cart within an alley in such position as to block the driveway entrance to any abutting property; or

(2) Park a Motor Vehicle or Golf Cart upon any roadway or right-of-way for the principal purpose of:

(A) Displaying such Motor Vehicle or Golf Cart for sale;

(B) Washing, greasing, or repairing such Motor Vehicle or Golf Cart, except for repairs necessitated by an emergency.

(3) Notwithstanding any provision of this division, this division does not authorize parking or standing in any street right-of-way where doing so is not otherwise permitted

(d) Parking is prohibited on certain streets. Streets or street segments referenced for identification under subsection (a)(1)(A) of this section include:

(1) On both sides of Main Street beginning at Farm to Market 428 (also known as Sherman Drive) north to James Street.

(2) On the northbound side of Frontier Parkway from FM 1385 to Winn Ridge Boulevard.

(3) On both sides of Colt Avenue from Frontier Parkway to Millican Lane.

(4) On both sides of Butch Avenue from Frontier Parkway to Millican Lane.

(e) Parking is prohibited on narrow streets. When signs prohibiting parking are erected on any street or streets of 20 feet or less in width, no person shall park a Motor Vehicle or Golf Cart in any such designated place.

(f) Parking near hazardous or congested places is prohibited. When signs are erected or curbs are painted upon an approach to hazardous or congested places indicating no parking, no person shall stop, stand or park a Motor Vehicle or Golf Cart in any such designated place.

(g) Parking on streets adjacent to schools is prohibited. When signs are erected or curbs are painted indicating no parking upon either side of the streets adjacent to any school property, no person shall park a Motor Vehicle or Golf Cart in any such designated place.

(h) Parking for purpose of displaying advertising is prohibited. It shall be unlawful for any person to operate or to park on any street any Motor Vehicle or Golf Cart for the primary purpose of displaying advertising, in accordance with Zoning Ordinance 14A, Section 27(2)(d).

Sec. 12.04.007. **Parking in Residentially Zoned Areas**

(a) Notwithstanding any provision of this section to the contrary, the parking of any vehicle or golf cart on a street or street right-of-way remains subject to regulation of parking established pursuant to the city or state traffic laws, zoning regulations, or other applicable law. In the event of any conflict, the more restrictive provision shall govern.

Sec. 12.04.008. **Restrictions.**

(a) It shall be unlawful for any person to park or leave standing on any street or street right-of-way in a residentially zoned area for a period of more than 24 consecutive hours, or for a period of more than 24 total hours during a 48-hour

period, a Boat, Motor Vehicle or Golf Cart, Recreational Off-Highway Vehicle, Trailer, Truck, or Utility Trailer.

(b) It is no defense to prosecution that any such Boat, Motor Vehicle or Golf Cart, Recreational Off-Highway Vehicle, Truck, or Utility trailer is parked or left standing in a residentially zoned area and is then moved any number of times outside of the residentially zoned area or to any other location in a residentially zoned area during said 48-hour period, provided that it is parked or left standing anywhere on a street or street right-of-way in a residentially zoned area for a total of more than 24 hours during said 48-hour period."

Section 2.02 Division 2 "Parking in Residentially Zoned Areas" of Article 12.04 of Chapter 12 "Traffic and Vehicles" of the Code of Ordinance of the City of Aubrey is hereby repealed in its entirety and all other sections of Chapter 12, Article 12.04 not expressly amended or repealed hereby shall remain in full force and effect.

Section 2.03 Chapter 12 "Traffic and Vehicles" of the Code of Ordinances of the City of Aubrey is hereby amended to adopt a new Article 12.07 entitled "Golf Carts and Off-Highway Vehicles" which shall be read in its entirety as follows, and all other sections of Chapter 12 not expressly amended or repealed hereby shall remain in full force and effect:

"Sec. 12.07.001 **Findings.**

(a) The prohibition on operating Golf Carts on a Highway or Street in the city in some circumstances is necessary in the interest of public safety.

(b) The prohibition on operating unregistered Recreational Off-Highway Vehicles on a Highway or Street in the city is necessary in the interest of public safety.

Sec. 12.07.002 **Exceptions.**

(a) Golf Carts and Off-Highway Vehicles owned and/or operated by any Homeowner Association (HOA) for parks and amenities maintenance, for official government purposes by the City or any other governmental entity are exempt from this article.

(b) Golf Carts used while evacuating persons during a declared emergency are exempt from regulation by this article during the declared emergency and for 72 hours after the emergency unless otherwise ordered by the City.

(c) Golf Carts and Off-Highway Vehicles operated for the purposes of maintenance and operation of amenities, landscaping, and common areas.

Sec. 12.07.003 **Prohibited on Streets and Highways.**

(a) It shall be unlawful for a person to operate an off-highway vehicle on the streets and highways in the City.

Sec. 12.07.004 **Golf Carts Authorized.**

(a) It shall be unlawful for a person to operate a Golf Cart on the Streets and Highways of the city except as provided in this article.

Sec. 12.07.005 **Equipment and License Plate.**

(a) Every Golf Cart operated within the city limits shall be equipped with the following equipment, which shall be operational at all times:
    (1) Tail lamps,
    (2) parking brakes, and
    (3) a slow-moving vehicle emblem clearly visible in daylight or at night from the light of standard automobile headlamps at a distance of at least 500 feet.

(b) Golf Carts operating during night hours shall be equipped with the following equipment, which shall be operational at all times:
    (1) headlights,
    (2) tail lamps,
    (3) reflectors,
    (4) parking brake, and
    (5) mirror(s) as provided for in Sections 551.404 and 547.703, respectively, of the Transportation Code.

(c) Every Golf Cart powered by gasoline shall at all times be equipped with an exhaust system in good working order and shall comply with all state, federal, and city regulations, specifically Article 8.03 (restriction on noises).

(d) Every Golf Cart shall display a license plate issued by the Texas Department of Motor Vehicles, as provided for in Section 551.402 of the Transportation Code. A person who becomes the owner of a Golf Cart for which a previous owner obtained a license plate may not use the previous owner's license plate.

Sec. 12.07.006 **Operation Authorized in Certain Areas.**

(a) All operators of Golf Carts shall be licensed to operate a Motor Vehicle as provided by the Texas Transportation Code and shall carry a valid driver license while operating a Golf Cart.

(b) Golf Carts may only be operated upon a Street or Highway with a posted speed limit of not more than 35 miles per hour (MPH) unless otherwise restricted.

(c) All operators of Golf Carts shall abide by all traffic regulations applicable to vehicular traffic when using any Street in the City.

(d) Golf Carts shall not be operated on public sidewalks, trails, or any location normally used for pedestrian traffic at any time.

(e) A Golf Cart may cross a Street or Highway with a posted speed limit of more than 25 mph if said crossing occurs at an intersection and said crossing is perpendicular to the street or highway with a posted speed limit of more than 35 mph.

(f) The operator of a Golf Cart on a Highway may cross a multi-lane or a county or state route only at intersections with proper traffic-control devices.

(g) A Golf Cart may be operated by a motor carrier for the purpose of retrieving or delivering mail and packages on all or part of any Highway that has a speed limit of not more than 35 mph.
(h) All Golf Carts are entitled to a full use of a lane on the Highway and no Motor Vehicle shall be operated in such a manner as to deprive any Golf Cart of the full use of a lane.
(i) The operator of a Golf Cart shall not overtake and pass in the same lane occupied by the Motor Vehicle being overtaken.
(j) No Operator shall operate a Golf Cart between lanes of traffic or between adjacent lines of rows of vehicles.
(k) The Operator and every occupant of a Golf Cart shall be limited to the seating capacity as designed by the manufacturer and all occupants shall remain seated in a seat designated to hold passengers while the Golf Cart is in motion.
(l) Occupants less than six (6) years of age must be restrained by a safety belt.
(m) No person may ride in the lap of a driver or any other occupant."

SECTION 3.
PENALTY

Any person, firm, or corporation violating any of the provisions of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as may be provided for in the Code of Ordinances of the City, and upon conviction, shall be punished by a fine not to exceed five hundred dollars ($500.00) for each offense.

SECTION 4.
SAVINGS

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any other ordinance which has been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, such pre-existing ordinances shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.
SEVERABILITY

If any provision, section, subsection, article, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstances is held invalid, void, or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, and the remaining portions shall remain in full force and effect.

SECTION 6.
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall

take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen on the date of adoption of this Ordinance or under such portion of any other ordinance shall continue to be governed by the provisions of such ordinances and for that purpose such ordinances shall remain in full force and effect.

SECTION 7.
PUBLICATION

The City Secretary of the City is hereby directed to publish the caption, penalty, and effective date of this Ordinance as required by law.

SECTION 8.
EFFECTIVE DATE

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

DULY PASSED, APPROVED AND ADOPTED by the City Council of the City of Aubrey, Texas, on this the 25th day of April, 2024.

CITY OF AUBREY OFFICIAL SEAL AUBREY, TEXAS

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Approve an Interlocal Agreement between Denton County and the City of Aubrey Fire and Police Departments for the use of the Denton County Radio Communications System, authorizing the City Manager, Fire Chief and Chief of Police to execute the same on behalf of the City of Aubrey.

Staff Contact
Richard Brooks, Police Chief, Eric Schlotter, Fire Chief
rbrooks@aubreytx.gov, eschlotter@aubreytx.gov
940-365-2601, 940-365-9785

Summary

- Renewal of an ongoing agreement.
- Terms of this new agreement from October 1, 2024, to September 30, 2025.
- No noted changes in contract wording, terms, or conditions.
- The price increase is determined by the number of radio subscribers in each Department.
- The Police Department dropped one radio subscriber for a cost of $4,680.00 for 65 subscribers and the Fire Department increased by 11 subscribers to 53 subscribers for a cost of $3,816.00.
- Total Cost: $8,496.00.

Financial Summary
Expenditures are within the Department's budgets.

Staff Recommended Motion
Approve

Conditions
N/A

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF AUBREY FIRE & POLICE DEPARTMENTS FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement ("Agreement") is entered into by and between the County of Denton, Texas ("the County") and the City of Aubrey Fire & Police Departments, Texas, both entities being located in Denton County, Texas (collectively, the "Parties" or separately as a "Party"). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County and the City of Aubrey are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agencies are duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agencies; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended "the Act" provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city ("System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Aubrey wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Aubrey and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

"Assignee" means the City employee assigned to a specific Subscriber Unit.

"Communications System" or "*System"* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

"Coordinating Committee" means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

"Infrastructure Management Committee" means the committee that is responsible for the administration and operation of the Communications System.

"Subscriber Units" means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

"Talk Group" means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

"Technical Committee" means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

"*User*" means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2024, and ending on the 30th day of September, 2025. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party's governing body.

III.

OBLIGATIONS OF CITY OF AUBREY FIRE & POLICE DEPARTMENTS

3.1 Aubrey shall use the System in accordance with this Agreement to provide integration of communications by Aubrey between its Users on the System for governmental operations.

3.2 When using the System, Aubrey shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Aubrey uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Aubrey will also abide by the User rules of those Talk Groups.

3.3 Aubrey must provide a written request to the Denton County Radio System Manager ("System Manager") or his designee, to activate radios ("Subscriber Units") on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Aubrey is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Aubrey is responsible for all programming of City-owned Subscriber Units.

3.5 Aubrey shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Aubrey, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Aubrey shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Aubrey to use County provided Talk Groups, which are a primary level of communication for Users on the System ("Talk Group"), comparable to a channel on a conventional radio system, for the exclusive use of Aubrey. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Aubrey Talk Groups nor make changes to the Aubrey radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

(1) Coordinating Talk Groups among System Users;

(2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and

(3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year's fees. The County will provide ninety (90) days' notice to Aubrey before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City's deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will

be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.
RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLEFOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Aubrey also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Aubrey and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Aubrey. This Agreement may be amended only by written instrument signed by Denton County and Aubrey.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 311 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agencies:	City of Aubrey Fire & Police Departments
Contact Person	City Administrator/Finance Director
Address	107 S. Main St.
City, State, Zip	Aubrey, TX 76227
Telephone	940-440-9343 x4
Email	jhicks@aubreytx.gov

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF AUBREY FIRE & POLICE DEPARTMENTS, TEXAS:

BY:

_____ Date:_____

Charles Kreidler, City Manager
City of Aubrey
107 S. Main St.
Aubrey, TX 76227
940-440-9343
citysecretary@aubreytx.gov

Approved as to content:

_____
Eric Schlotter, Fire Chief

_____
Richard Brooks, Police Chief

Approved as to form:

_____
Patricia Adams, City Attorney

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

_____ Date:_____

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

_____
Denton County Sheriff's Office

Approved as to form:

_____
Assistant District Attorney
Counsel to the Sheriff

Exhibit A
Denton County Sheriff's Office
Consolidated Radio Communications System Agreement
FY24-25 Agency Payment Worksheet/Invoice

Agency:	**Aubrey Fire and Police Departments**
Payment Contact Person:	Chief Schlotter, Chief Brooks and/or The City Manager/Finance Director
Phone Number:	940-440-9343
Email(s):	eschlotter@aubreytx.gov, rbrooks@aubreytx.gov OR jhicks@aubreytx.gov
Address:	107 S. Main Street
City, State, Zip	Aubrey, TX 76227

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	**Denton County**
Mail payments to:	**Consolidated Radio Communications Systems Agreement Payments** **Denton County Sheriff's Office** **Attn: Sherry Cochran** **127 N. Woodrow Lane** **Denton, Texas 76205**

Tier 3

Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - $6 each per month

PD Radio Subscribers	65	$4,680.00
FD Radio Subscribers	53	$3,816.00
Total Amt Per Year =		**$8,496.00**

BILLED ANNUALLY

Please sign and date below.

Signature of Agency Representative **Title** **Date**

REQUEST FOR PROPOSALS

The City of Aubrey is requesting proposals for:

Wrecker/Towing Services

RELEASE DATE: June 21, 2024
RESPONSE DUE: July 15, 2024 at 2:00 p.m.

City of Aubrey
Request for Proposals

1. Introduction

A. Project Overview: The City of Aubrey is requesting Proposals ("RFP") with the intent of awarding a contract for wrecker/towing services as specified in Appendix A – Scope of Services.

B. Contract parties: The City of Aubrey, may herein be referred to as "the City." The person or company responding to the solicitation may herein be referred to as the "Proposers."

C. Questions: Following are contacts for questions as identified.

i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the City Secretary identified in section 4A below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact persons noted in Appendix A – Scope of Services.

iii. Replies: Responses to inquiries that directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to City website. All such addenda issued by the City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Proposers must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.

D. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

E. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

F. Form 1295 Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your proposal submission.

2. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. The city will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposers notify the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

3. RFP Withdrawals and/or Amendments

A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.

B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

4. Proposal Submittal Requirements

A. Submittal Packet – Required Content: All proposals must be physically submitted by the deadline stated below to the City Secretary at 107 South Main Street Aubrey, Texas 76227.

B. Submittal Deadline: The deadline for submittal of Proposals shall be as identified in Appendix B-Proposal. It is the Proposers' responsibility to have the Proposal

Documents correctly physically submitted by the submittal deadline. No extensions will be granted, and no late submissions will be accepted.

C. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded with the City Secretary or designated receiver shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.

D. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposers after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the City Manager.

E. Proposal Document Format: All Proposal Documents must be prepared in single-space type, on standard 8- 1/2" x 11" vertically oriented pages, numbered at the bottom. The City only accepts physical submissions. Any other format (via telephone, fax, email, etc.) will be rejected by the City at its discretion.

F. Proposals Property of the City: Proposals once received by the City may not be modified or withdrawn. Notification as to acceptance or non-acceptance will be made by the City in writing to each party individually. A collective listing of participating parties or a listing of selected parties will not be published except where required by law.

G. Validity Period: Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

5. Proposal Evaluation and Contract Award

A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which Proposers provide the goods or services at the best value for the municipality. In determining best value, the municipality may weigh and consider the purchase price, the reputation of the Proposers and of the Proposers' goods or services; the quality of the Proposers' goods or service, the extent to which the goods and service meet the municipality's needs; the past relationship with the municipality, the total long-term cost to the municipality to acquire the Proposers' goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposers. Should the City award this contract, it shall award it to the responsible Proposers whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.

B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposers or waived by the City, such that the Proposal may be considered for award.

C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposers with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.

D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposers will be bound thereby.

E. Additional Information: The City may request any other information necessary to determine Proposers' ability to meet the minimum standards required by this RFP.

F. Partial Contract Award: The City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.

G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Aubrey for cause:

i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or

ii) The successful Proposer violates any of the provisions of these specifications; or

iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or

iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City

v) If one or more of the events identified in Subparagraphs G. i) through iv) occurs, the City of Aubrey may terminate the contract by giving the successful Proposer seven (7) days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been terminated by the City of Aubrey, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

H. Terminate for Convenience: This contract may be cancelled or terminated at any time

by giving the successful Proposer thirty (30) days written notice. The successful Proposer may be entitled to payment for services actually performed; to the extent said services are satisfactory.

I. Contract Agreement: The Contract to be executed by and between the City and selected parties shall be a Standard Form of Agreement as written and specified by the City Attorney.

J. Term: Selected parties identified for award will be utilized by the City for a Primary Term of three-years. The City may utilize up to two optional 12-month Renewal Terms upon the conclusion of the Primary Term.

Appendix A – Scope of Services

1. Project Title: Wrecker/Towing Service for City of Aubrey

2. Scope of Services Contact

   Questions about the technical nature of the Scope of Services, etc. may be directed to Assistant Chief Jeremy Johnson, Phone: (940) 365-2601, e-mail: jjohnson@aubreytx.gov.

3. Proposal Evaluation Factors

Emphasis	Factor
40%	Purchase price, including the total long-term cost to the municipality to acquire the Proposers' goods or services.
20%	Proposer's Experience, including reputation of the Proposer, reputation of the Proposers' goods or services.
30%	Proposer's Ability, including the quality of the Proposers' goods or services and the extent to which the goods and services meet the municipality's needs.
10%	Past Experience with City, including the Proposer's past relationship with the municipality and demonstrated reliability to meet contractual obligations with current and prior customers.

4. Key Events Schedule

   Proposal Release Date: June 21, 2024
   Deadline for Submittal of Written Questions: July 8, 2024 at 5:00 p.m.
   Sealed Proposals Due to and Opened by the City: July 15, 2024, 2:00 p.m. CST
   Anticipated City Review and Scoring: July 16, 2024
   Anticipated Award Date: July 25, 2024, to be effective August 1, 2024

5. Scope of Services

SCOPE AND INTENT:

The successful Proposer shall be responsible for every wrecker operator to answer any call made by the City (Aubrey Police Department or any authorized local authority) on a twenty-four (24) hour basis, seven (7) days a week. Every call for the contracted wrecker service shall be responded to (i.e., the wrecker arriving on scene) within twenty (20) minutes on a consistent basis. Such notification is to be rendered to the successful Proposer at a single telephone number to be designated by the successful Proposer. The police dispatcher will log on the call when contact is made, or attempted to be made with the wrecker, and when the wrecker is en route. Exceptions may be made to this requirement if unforeseen or extenuating circumstances are involved in the judgment of the Chief of Police or his designee. The successful Proposer shall hold all items, materials, equipment, and vehicles towed pursuant to the Wrecker/Towing Service Agreement at a location to be approved by the City or its agent. The successful Proposer shall indemnify the City for all damage or loss on all items,

materials, and equipment so held which are not owned by the City and shall be liable to the City for damage or loss to City -owned property or equipment of any kind. The location of the storage facility lot must be inside the City or within fifteen (15) miles of City limits.

BACKGROUND:

The City seeks a successful Proposer within fifteen (15) miles of City limits and the ability to be on-scene within 20 minutes of dispatch.

*No Pre-Proposal Meeting will take place. However, it is strongly encouraged that potential Proposers familiarize themselves with the locations and proposal requirements prior to submission of a proposal.

GENERAL REQUIREMENTS:

1) Requesting proposals for wrecker/towing service.
2) The Proposer may begin work as early as the first week in August 2024 for the scope of work.
3) The Proposer agrees to abide by any and all instructions from the City regarding said services. In accordance with this section, the Proposer also agrees to perform all duties and professional services authorized by the City which are set forth in this contract and other reasonable instructions from the City or its agents which are necessary to perform under the terms of this contract.
4) The Proposer is responsible for providing the following information to the City, in true and correct fashion, on an information sheet provided by the City (Appendix E). The City Manager or a designee also may require any additional information of an applicant if deemed necessary.
    a. Name and current address and telephone number(s) of the owner of the wrecker/wrecker company;
    b. Name and current address and telephone number(s) of the operator(s) of the wrecker(s);
    c. Current certificates that are required by the State of Texas.
        i. Permit Number for Commercial Carrier Tow Truck
        ii. Permit Number for Wreckers Vehicle Storage Facility
    d. Name and type of wrecker(s) to be operated.
    e. A certificate showing the vehicle is adequately covered by public liability and property damage insurance; Attach copies of insurance.
    f. Statement that the wrecker service company will provide wrecker services on a twenty-four (24) hour basis, seven (7) days a week; attached.

g. Proof that each driver for the wrecker service who will be driving the wrecker for commercial purposes (receiving any funds) has a current and clear Texas CDL driver's license and a Texas Department of Licensing and Regulation (hereinafter referred to as "TDLR") issued Incident Management Towing Operator License, Copies of driver licenses and certificates for each driver.

h. Proof that each personnel for the wrecker service who will be conducting paperwork and releasing vehicles has a TDLR issued Vehicle Storage Facility Employee License, copies of cards.

i. Proof of a permanent and established place of business and storage facility within fifteen (15) miles of City limits from which the proposed wrecker service will be operated; and copy of Vehicle Storage Facility.

j. Proof of insurance policies required by the State of Texas, including Forms E, H, and I on vehicles, and Form T on Vehicle Storage Facilities. No officer or employee of the City has or shall have the authority to waive this requirement.

5) The successful Proposer shall comply with all applicable State laws and regulations that may affect cost, progress, performance or work, the Department of Transportation Regulations, and Motor Carrier Rules concerning the operation of a wrecker service and the Vehicle Storage Facility.

6) The successful Proposer shall furnish all supplies, tools, equipment, personnel, and work experience to fulfill the terms of the Wrecker/Towing Service Agreement.

7) The City shall not be liable for any loss or damage sustained by the successful Proposer. The successful Proposer shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorneys' fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The successful Proposer shall exercise every necessary precaution for the safety of the work site and the protection of any kind and all persons and/or property located adjacent to or making passage through the work site.

8) The successful Proposer shall not operate nor cause to be operated any piece of equipment that has had the appropriate safety switches or guards broken, removed or lost.

9) The successful Proposer must provide a valid telephone number and address at all times to the designated City department representative. The telephone number must be answered on a twenty-four (24) hour basis, seven (7) days a week.

10) The successful Proposer shall maintain in each wrecker the capability of communications with police dispatchers.

11) The successful Proposer shall be responsible for removing any broken glass, debris, or junk from, on or along any street or other public place when conducting a consent or non-consent tow.

12) All monetary transactions for storage and tow fees shall be the responsibility of the successful Proposer. The City shall not be involved in nor be responsible for the exchange of funds between successful Proposer and third parties. The City reserves the option of attempting to resolve disputes between successful Proposer and any third party with regard to services rendered under the Wrecker/Towing Service Agreement.

13) The successful Proposer shall maintain complete, current, and updated records files on-site. All files and records regarding vehicles towed or stored under the Wrecker/Towing Service Agreement, as well as all vehicles stored under the Wrecker/Towing Service Agreement, shall be available for inspection during normal business hours by the City or the Aubrey Police Department upon request. At the time of the tow, an on-scene police officer will require the wrecker driver to sign that he is taking possession of the motor vehicle and its contents; the police officer then will furnish the wrecker driver with a copy of the impound slip for each non-consent tow. The wrecker service operator shall check the following items to verify for accuracy and completeness: License number, year model, make and body style, vehicle identification number, inspect and ensure all significant damage has been listed or items missing off of the vehicle. For repossession to occur by a lien holder while the vehicle is impounded, the lien holder or its representative must present paperwork showing execution of ownership and information making claim to the vehicle due to payments not being received. The release of a vehicle to a third party such as an insurance company requires presentation of proper documentation indicating a valid claim was issued on the vehicle.

14) The successful Proposer shall be responsible for a vehicle storage facility employee to be available and respond to the impound site for vehicle releases within one (1) hour of notification by means of a single designated telephone number at all times. The successful Proposer shall provide reasonable opportunity for vehicle owners to remove items from their vehicles and for appraisals and photographs to be taken by insurance agents, repair personnel, and other authorized agents of the owners or of the City. There will be no charge for this service.

15) The Proposer shall furnish such reports, both oral and written, as may be required by the City or the Aubrey Police Department.

16) The Proposer, company officers, employees and families of officers and employees are prohibited from bidding or purchasing directly or indirectly vehicles, vehicle parts or any other items during auction.

17) The Proposer shall confine any guard dogs or other animals maintained at the storage lot or office area in such a manner that they do not have access to vehicle owners or to representatives of the City while conducting business at the storage lot.

18) All wreckers authorized to be used shall be identified by signage that is clearly visible in a contrasting color, a minimum of 2 inches high, permanently affixed on each side of the wrecker identifying the wrecker company name, City and State located, TDLR permit number and its telephone number(s).

19) The Proposer shall provide adequate wrecker units capable of transporting modern vehicles without damage (for example: Wheel Lift, Tilt Bed, etc.).

20) The Proposer shall immediately notify the Aubrey Police Department of all unclaimed property removed from any vehicle at the time of its release from the storage facility. The Proposer will immediately notify the Aubrey Police Department if he believes or has reason to believe that a vehicle contains property that is stolen.

21) The Proposer hereby authorizes the Aubrey Police Department to conduct a background investigation, including a criminal history check, regarding suitability of the successful Proposer to represent the City and the Aubrey Police Department. The Aubrey Police Department requests information on each employee who will handle any impounds on the application, and the Police Department may further request employees to be fingerprinted. The Proposer agrees that any individual employee who declines to submit to that procedure will not be used as a wrecker driver on City /police calls and will not be used to release or have access to impounded vehicles.

The Proposer shall provide to the City the above-required information before hiring a new employee and agrees that the Proposer will not utilize the applicant/employee for City /police wrecker calls or to release impounded vehicles until and unless authorized to do so by the Police Department. The Proposer agrees that, should the City or the Aubrey Police Department request that a particular applicant/employee not be assigned to duties under the Wrecker/Towing Service Agreement, that request will be honored. No employee shall be assigned to the contracted duties under the Wrecker/Towing Service Agreement if s/he has been convicted of a felony offense within the preceding eight (8) years. No driver will be assigned any contract duties under the Wrecker/Towing Service Agreement if, within the preceding three (3) years, s/he has been involved in three (3) or more accidents in which it could reasonably be determined that such driver was at fault. No driver during the preceding five (5) years shall have received a final conviction for driving while under the influence of alcohol or a controlled substance. No driver shall have been finally convicted of a provision of the motor vehicle or traffic laws of the State of Texas or the City while in the scope of such driver's employment as a wrecker driver for the wrecker service, and where such violation occurred in connection with a police department request for towing. Other misdemeanor charges and convictions will go under review of the City and the Aubrey Police Department. Criminal History statements will need to be signed; they are attached.

22) The Proposer agrees that an "Impoundment Fee" may be charged where extraordinary steps are taken to protect or preserve a vehicle and/or its contents. An Impoundment Fee will not be charged for normal courtesy services, e.g., raising and securing windows or locking doors.

23) The Proposer will use other designated wrecker services approved by the City in lieu of subcontracting out with another unapproved wrecker service. Other subcontracted wrecker services may only be used if approved by an on-duty City or Aubrey Police Department supervisor. The Proposer agrees to verify said wrecker service provider is currently a holder of an Incident Management Towing Operator License issued by TDLR.

24) The Proposer shall not leave vehicles that cannot be secured behind the fencing of the Vehicle Storage Facility unattended without documented approval from the vehicle's owner.

25) The Proposer must comply with directives given by the Aubrey Police Department personnel during Aubrey Police Department pulls, towing vehicles to the tow truck service facility or any other location specified by the Aubrey Police Department for investigative purposes.

26) The Proposer agrees to reserve adequate spaces for the City, to include storage for semi-truck trailers and other large vehicles.

27) The Proposer shall operate as an independent contractor and not as an agent, representative, partner or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the Proposers' employees or agents.

28) A Proposal constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Request for Proposal.

29) The Proposer will be responsible for any damages to properties outlined in the Request for Proposals due to negligence on the part of the Proposer or any of his representatives. Any damage to the properties is to be reported immediately to the City department representative.

30) Failure to correct all conditions, discrepancies or deficiencies and/or problems not in compliance with the Agreement within twenty-four hours from written notice will result in a penalty, paid to the City, in the amount of $200.00 per day. This penalty may be waived if written authorization granting additional time is received by the Proposer, from the City.

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

_____Appendix B must be included in the proposal submittal

_____Appendix C Conflict of Interest Form must be included in the proposal submittal

_____Appendix D No Intent to Submit Proposal (if applicable)

_____Appendix E Wrecker Company Information Sheet

_____Form 1295 Certificate of Interested Party must be submitted with the Texas Ethics Commission and included in the proposal submittal.

_____Confidentiality/Non-Disclosure Agreement

_____Cooperative Governmental Purchasing Notice

All proposals submitted to the City of Aubrey shall include this page with the submitted Proposal.

RFP Number: 2024-05

Project Title: Wrecker/Towing Service

Submittal Deadline: July 8, 2024, 2:00 p.m. CST

Proposer(s)'s Legal Name:_____

Address:_____

Town, State & Zip:_____

Federal Employers Identification Number #_____

Phone Number:_____ Fax Number:_____

E-Mail Address:_____

Proposer(s) Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer(s).

Printed Name and Position of Authorized Representative:_____

Signature of Authorized Representative:_____

Signed this ____of _____, 20____

I. <u>REQUIRED PROPOSAL INFORMATION.</u> IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER(S) MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

A. <u>Product or Service Description:</u> Proposer should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

B. <u>Additional Hardware Descriptions:</u> Proposer should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

C. <u>Guarantees and Warranties:</u> Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.

D. <u>Project Schedule/Delivery Date:</u> Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City Purchase Order.

2. Cost of Proposed Products and/or Services

Complete the fee column with the desired bid amounts.

Light Wrecker: Item Description	**Fee**
1. <u>Wrecker Tow Charge</u>: This tow fee includes waiting time and clean-up time up to 30 minutes on-scene, the use of a rollback, street/roadway clean-up, and the use of dollies. Charges for towing from the scene of a wreck to a delivery point other than the Wrecker Services Pound within the City limits of Aubrey shall be the same as charges for delivery to the Pound. No transfer fee is authorized or allowed.	
2. <u>Additional Charge for Street/Roadway/Rollover/ Clean-Up Time</u>: Additional time will be charged in 30-minute increments with unlimited man- power, after the first 30 minutes that are included in the Wrecker Tow Charge. This charge applies to off-road recovery and to upright a vehicle due to rollover.	

3. Storage-Per-Day Fee: This fee will be charged in a twenty four (24)-hour increment from the time that the vehicle is impounded.	
4. Impound Fee: This fee includes the paperwork fee for each individual tow.	$20.00
5. Notification Fee: This fee applies to each vehicle that was not released from the Pound and that needs certified letters mailed before sale at auction.	$50.00
6. Sales Tax: This is the sales tax accessed on the total invoice for the vehicle.	8.25%
7. Outside- City -Limits Fee: This charge applies to all vehicles that need to be towed from the City limits to another location. The charge is based on the amount per mile from the City limits to the ultimate destination.	
8. Fee for Non-Emergency Unlock Service: A flat fee is charged for assistance in the City limits of Aubrey in the non-emergency unlock of a vehicle.	
9. Fee for City Vehicle Tire Changes or Jump Start: A flat fee per call for City vehicles.	
10. Fees for towing City Owned Vehicles/Equipment: When directed by the City.	
11. Fee for administrative handling of impounds:	
12. Police Administrative fee for handling of impounds: Charge applies to police handling of impounds.	$30
Heavy Wrecker: Item Description	**Fee**
1. Heavy Duty Charge: Incidents requiring a heavy-duty wrecker shall be charged from the time dispatched to time delivered to the Wrecker Services Pound on an hour basis. This service will include Street/Roadway clean up with in the first hour, use of dollies, recovery, and winching. This service shall be paid at a rate of a minimum of 1 hour.	

2. Additional Charge for Street/Roadway/Rollover/ Clean-Up Time: Additional time will be charged in 30-minute increments at $75 per hour with unlimited man-power, after the first hour that is included in the heavy duty charge. This charge will apply to off-road recovery or to upright a vehicle due to rollover.	
3. Storage-Per-Day Fee: This fee will be charged in a twenty four (24)-hour increment from the time that the vehicle is impounded.	
4. Impound Fee: This fee includes the paperwork fee for each individual tow.	$20.00
5. Notification Fee: This fee applies to each vehicle that was not released from the Pound and that needs certified letters mailed before sale at auction.	$50.00
6. Sales Tax: This is the sales tax accessed on the total invoice for the vehicle.	8.25%
7. Outside- City -Limits Fee: This charge applies to all vehicles that need to be towed from the City limits to another location. The charge is based on the amount per mile from the City limits to the ultimate destination.	
8.Fees for City Owned Vehicles/Equipment: When directed by the City.	
9. Police Administrative fee for handling of impounds: Charge applies to police handling of impounds.	$30

3. Term of Contract and Option to Extend

Any contract resulting from this RFP shall be effective for three (3) years from the date of award. The City anticipates that the contract may be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that the City will have the option to extend the contract for up to two (2) additional annual terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year term. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

4. Proposer's Experience / Staff

A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Employee Standards: All employees working on this RFP must be able to pass a background check to gain entry into secure areas of the facilities and to maintain the integrity of the Surety Bond.

C. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

D. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has:_____; and the number of employees:_____.

E. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

F. Confidentiality/Non-Disclosure Agreement: The Proposer shall attach to its proposal, it's recommended confidentiality and non-disclosure agreement that will apply to the Proposer and all its agents, employees or representatives whatsoever and shall be written to protect the City from the unauthorized release of information maintained in the City in locations where Proposer may have access. A successful Proposer shall be required to modify any such agreements so that they are applicable to Proposer's business entity and all agents, employees and representatives of the entity servicing the contract. All such proposed agreements shall be subject to approval by the City Attorney's Office.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

Reference #2:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

Reference #3:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

Reference #4:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

a. Permit Number for Commercial Carrier Tow Truck:

_____

b. Permit Number for Wreckers Vehicle Storage Facility:

_____

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Aubrey to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the Proposer's emergency contact information remains current. The City shall be provided in writing with any change to a contact name or phone number of these emergency contacts.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The Proposer shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Aubrey procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The Proposer shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____ Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: Cell: _____

After Hours emergency opening fee, if applicable: $_____

II. <u>CONTRACT TERMS AND CONDITIONS.</u> EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

9. Delivery of Products and/or Services

A. <u>Payment Terms:</u> Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.

B. <u>Warranty of Products and Services:</u> All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. <u>Late Delivery or Performance:</u> If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

D. <u>Title to Goods and Risk of Loss:</u> For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

10. Miscellaneous

A. <u>Independent Contractor:</u> Proposer agrees that Proposer and Proposer's employees and agents have no employer- employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, the City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. <u>Assignments:</u> The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the City Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. <u>Liens:</u> Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper

release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

11. Financial Responsibility Provisions

A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage.

iv. Incident Management Towing Permit for each vehicle that is registered to

operate non-consent tows (permitted for incident management towing), minimum coverage amount $500,000 of liability insurance for the tow truck, and minimum coverage amount $50,000 of cargo insurance for the tow truck;

v. Vehicle Storage Facility Insurance for no more than 50 vehicles coverage = $9,000 total, 51 – 99 vehicles coverage = $18,000 total, or 100 or more vehicles coverage = $25,000 total.

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein.

Insurance policies required herein shall be issued by a company or companies that have sound and adequate financial responsibility and the means to fulfill the purposes of this article and that are authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the Aubrey City Attorney for their adequacy as to form and content.

Certificates or copies of new insurance policies shall be furnished to the City prior to the expiration date of any prior certification.

B. <u>Indemnification</u>: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City own agents or employees.

C. Bond Requirements**;** Prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:

i. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;

ii. A surety bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein.

GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF AUBREY, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the proposed contractor, contractor, or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City of Aubrey unless otherwise agreed to by a specifically executed provision within the contract, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. **Application.** This Governmental CONTRACT AND PURCHASING Rider (Governmental Rider) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (Contract) (attached hereto) of (Vendor Name), (Vendor). The Contract involved in this Governmental Rider is described as follows:

Wrecker/Towing Services

1. **Payment Provisions**. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.
2. **Multiyear Contracts.** If the City Council for the City does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City'sbudget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
3. **Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received and would otherwise constitute the best bid. In the exercise of this option, the City hereby determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

4. **No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex-parte communication (e.g., unsolicited) initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 p.m. on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex- parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

5. **Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re- advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

6. **Disclosure of Litigation.** Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

7. **Cancellation.** The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

8. **Annual Vendor Performance Review.** The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

9. **Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the City with satisfactory proof of compliance within 10 days of the execution of any contract with the City is void.

10. **Compliance with all Codes, Permitting and Licensing Requirements.** The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

11. **Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it (1) limits or releases either party from liability that would exist by law in the absence of the provision, (2) creates liability for either party that would not exist by law in the absence of the provision, or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

12. **Indemnity and Independent Vendor Status of Vendor.** Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Vendor, its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or subcontractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all Vendor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

13. **Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

14. **Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

15. **Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item.

Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

16. **Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.61 and 16.070, Texas Civil Practice and Remedies Code)

17. **Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

18. **Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Denton County, Texas.

19. **Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

20. **Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295, pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form may prohibit the City from entering the Contract.

21. **Anti-Boycott Israel Verification.** In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

22. By signing below, the bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract."

23. By signing below, the bidder certifies that it does not boycott energy companies as defined by Chapter 2274 of the Texas Government Code, and will not boycott energy companies during the term of this contract."

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

Executed this the _____day of _____, 20____.

CITY OF AUBREY, TEXAS

_____

Vendor

City Manager, Charles Kreidler

Jenny Hicks, City Secretary

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods, or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4B development corporations;
5. The executive directors or managers of 4B development corporations; and
6. Directors of the City of Aubrey who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department.

The Finance Department is required by law to post the statements on the City's website.

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

4. This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIO as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

Appendix D – No Intent to Submit Proposal

If your firm has chosen <u>not</u> to submit a proposal for this procurement, please complete this form and submit to:

City of Aubrey
City Secretary
108 South Main Street Aubrey, Texas 76227

Please check all items that apply:

☐ Do not sell the item(s) required
☐ Cannot be competitive
☐ Cannot meet specifications highlighted in the attached request
☐ Job too large
☐ Do not wish to do business with the City of Aubrey
☐ Cannot submit electronically
☐ Cannot provide Insurance required
☐ Cannot provide Bonding required
☐ Cannot comply with Indemnification requirement
☐ Job too small
☐ Other:

Company Name (Please print)**:** _____

Authorized Officer Name (Please print): _____

Telephon**e: (___)** _____ Fax: **(___)** _____

Appendix E

Wrecker Company Information Sheet

Date: ____/____/_____

Wrecker Service Name:_____

Certificate Number for Commercial Carrier Tow Truck: _____

Certificate Number for Vehicle Storage Facility: _____

Address:_____Town/State/Zip:_____

Distance From City Limits of Aubrey:_____

Business Phone:_____ Fax:_____

Email/Web Address:_____

Wrecker Service Owner:_____

Address:_____Town/State/Zip:_____

Phone:_____ Cell:_____

Texas Driver's License Number:_____

Tow Trucks To Be Operated Under This AGREEMENT:

License Plate: _____ State:_____ VIN:_____

License Plate: _____ State:_____ VIN:_____

License Plate: _____ State:_____ VIN:_____

License Plate: _____ State:_____ VIN:_____

License Plate: _____ State:_____ VIN:_____

Employee Information

Name:_____ Race:_____ Sex:_____

Date of Birth:_____Texas Driver's License Number:_____

Address:_____Town/State/Zip:_____

Phone Number(s):_____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Aubrey Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Aubrey Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature_____Date and Time _____

Employee Information

Name:_____ Race:_____ Sex:_____

Date of Birth:_____Texas Driver's License Number:_____

Address:_____Town/State/Zip:_____

Phone Number(s):_____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Aubrey Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Aubrey Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature_____Date and Time _____

Employee Information

Name:_____ Race:_____ Sex:_____

Date of Birth:_____Texas Driver's License Number:_____

Address:_____Town/State/Zip:_____

Phone Number(s):_____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Aubrey Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Aubrey Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature_____Date and Time _____

Employee Information

Name:_____ Race:_____ Sex:_____

Date of Birth:_____Texas Driver's License Number:_____

Address:_____Town/State/Zip:_____

Phone Number(s):_____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Aubrey Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Aubrey Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature_____Date and Time _____

Employee Information

Name:_____ Race:_____ Sex:_____

Date of Birth:_____Texas Driver's License Number:_____

Address:_____Town/State/Zip:_____

Phone Number(s):_____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Aubrey Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Aubrey Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature_____Date and Time _____

Employee Information

Name:_____ Race:_____ Sex:_____

Date of Birth:_____Texas Driver's License Number:_____

Address:_____Town/State/Zip:_____

Phone Number(s):_____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Aubrey Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Aubrey Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature_____Date and Time _____

CITY OF AUBREY
REQUEST FOR PROPOSALS
FOR TOWING SERVICE PROVIDER
RFP No. 2024-05

The City of Aubrey is requesting proposals for a Towing Service Provider.

Detailed Request for Proposal (RFP) information including general information, scope of work, terms and conditions, and required format for proposal is available from our website at www.aubreytx.gov/Bids.aspx or by contacting the office of the City Secretary at Aubrey City Hall, 107 S Main St, Aubrey, Texas 76227; email: citysecretary@aubreytx.gov; or phone 940-440-9343.

Proposals should be mailed, or hand delivered to Jenny Hicks, City Secretary, City of Aubrey, 107 S Main Street, Aubrey, Texas, 76227 and must be received by 2:00 p.m. on Monday, July 15, 2024.

The City of Aubrey reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. The RFP does not obligate the City of Aubrey to pay any costs incurred by respondents in the preparation and submission of a proposal for the project.

Jenny Hicks, City Secretary

All American Towing & Recovery Inc.

561 Blackjack Rd East

Aubrey, TX 76258

City of Aubrey RFP Wrecker/Towing Service

06/20/2024

1. Proposed Products and or Services
    a. All American Towing & Recovery Inc opened in 2013 with one goal in mind, to provide law enforcement with the best service available. Owned and operated by Mike and Lainie Phillips, the company has grown from one truck to a fleet of over 30 pieces of equipment, and 4 locations in Denton County, along with our environmental clean-up company. We provide service to over 25 municipalities. Our growth has been organic through word of mouth and providing top notch service to our municipal partners. With law enforcement towing in mind, we found that focusing our attention to that niche market has allowed our company to excel. The vast majority of our towing business is police initiated towing while the remaining is catering to the citizens of the cities and towns we serve. Throughout the years our company has put training and professionalism at the forefront of our operations. When we are out providing service we are a direct reflection of the agencies we serve and we strive for that reflection to be a positive one. We continually adapt to the growth in Denton County to make sure that we are providing the best service that we can. It takes more than tow trucks to clear roadways of disabled vehicles, which is why in 2018 we added Spill response and clean-up to our organization. We recognized the need for a faster response to hazardous material situations that happen due to roadway incidents. It was not uncommon to wait several hours for a contractor out of Dallas or Fort Worth, delaying the opening of the roadway. We did the research, made the investment and are now the only towing company in Denton County that has a full service, fully staffed Hazardous Materials clean-up company. We found that having everything needed in house and ready to deploy is the only way to provide emergency wrecker services. We don't wait for a waste company to bring dumpsters to a major crash, we have them. We don't wait for sweepers, excavators, or skid steers from rental companies, we own them. We don't have to request outside vendors for anything that can happen on a highway, we simply dispatch it to the scene from our main office in Justin. To provide our team and the agencies we work with more safety on the highway, we have our own Traffic Management Department. We continually strive to be the best that we can be, to employ the most well-trained operators, to own the most up-to-date equipment, and to provide the best service for our municipalities and the citizens of the cities we serve.

    b. All American uses Towbook software and Samsara GPS/ In-Vehicle Cameras. Our trucks and operators are monitored 24 hours per day and always dispatched by a live in-office dispatcher. Our Vehicle storage facilities are also through Towbook which allows us to

keep all of our vehicle inventory and lien process automated. We can give the department access to our system to have a live view of which vehicles are currently impounded by City of Aubrey.

c. Guarantees- We guarantee a 20 Minute response time on light duty requests and 30 Minute response time on heavy duty requests.

2. Pricing:

Wrecker Tow Charge LD	225.00
Additional Charge for Labor/Winching	175.00/HR
Storage Fee Per Day	State Allowed Maximum
Impound Fee	20.00
Notification Fee	50.00
Sales Tax	8.25%
Mileage Fee	7.50/Mile
Non-Emergency Unlock	No Charge
Police Administration Fee	30.00
Town Owned Vehicle Towing/ Tire or Jump Start	No Charge

Heavy Duty Charge	525.00/HR
Additional Charge for Street/Roadway/Rollover/ Clean-Up Time	Attached Below
Storage Fee	State Allowed Maximum
Impound Fee	20.00
Notification Fee	50.00
Sales Tax	8.25%
Outside Town Limits Fee	Hourly as above
Town Owned Vehicles	No Charge

Extreme Recovery Situation (Overturned 18-wheeler, Commercial Vehicle Completely Engulfed in fire, Etc.)

We utilize price per pound billing for extreme recovery situations of vehicles weighing in excess of 26001 Pounds. This is only used to make pricing transparent for insurance companies and common carriers. The argument of pricing is often the amount of billable time that a company takes to complete a large recovery. It is often argued that companies will take an exorbitant amount of time to clear a roadway in order to justify a bill. The price per pound billing method takes away the argument because the billing structure focuses directly on the weight being recovered and not the time it takes to recover the weight. This pricing is not used for standard winch outs, fender benders, or easily accomplished accidents. This is used for the major commercial vehicle accidents that tend to take more equipment, manpower, and time. Hourly charges are not combined with price per pound.

Base Rate: Contained Recovery/ Winching	.10 cents per pound
Spilled Cargo/ Cargo Recovery (Includes machinery, transport, manpower, equipment, equipment operators)	.15 cents per pound
Travel within 50 Round trip Miles (includes unloaded and loaded travel, port to port equipment travel)	.03 cents per pound

Casualty overturned (Power unit or trailer, requires additional equipment, manpower, planning, risk, rigging and time to upright)	.05 cents per pound
Casualty Cab-Body Detached from Chassis (Power unit or trailer, requires additional equipment, manpower, planning, risk, rigging and time to transport)	.03 cents per pound
Casualty more than 50' from roadway (charged for every additional 50' after first 51')	.03 Cents per pound
Trailer Damaged (frame, suspension, doors open, and/or sidewall blown out, additional labor, equipment and transport time required)	.10 cents per pound
Trailer Dolly Required (trailer broken in half or required rear towing, additional equipment, labor, transport time)	.02 cents per pound
Speed Collision Factor (Based on posted speed limit, debris field, impact and safety factor determined by speed)	30MPH- .03 cents per pound 31-50 MPH - .05 Cents Per Pound 51-70MPH - .07 Cents per pound

Price per Pound minimum weight calculations based on Federal Highway Administration vehicle classification categories and FMCSA industry standard weight classes for specific vehicle types. In the event of weight dispute, the vehicles registered curb-weight combined with load manifest specific cargo weight controls.

Minimum Weight Calculations via F.H.A.

- Class 6 and under commercial vehicles 26000lbs
- 2 axle straight trucks class A 35000lbs
- 3 axle straight truck (concrete mixers, garbage trucks) 54000 lbs.
- 4 or more axles single unit 65000lbs
- 4 or more axles combination unit-Empty 54000lbs
- 4 or more axles combination unit- loaded 75000lbs

3. Term of Contact
    a. All American Towing Agrees with the option clause.
4. Proposer's Experience/ Staff
    a. Project Team: Attached
    b. Employee Standards: Agree
    c. Removal or Replacement of Staff: Agree
    d. Business Establishment: All American Towing & Recovery Inc has been in continuous operation and under the same ownership since 2013 and has 45 Employees
    e. Project Related Experience:
        i. All American Towing & Recovery Inc. provides towing service to the following municipalities
            1. Northlake Police Department
            2. Trophy Club Police Department
            3. Justin Police Department
            4. Double Oak Police Department
            5. Argyle Police Department
            6. Ponder Police Department
            7. Rhome Police Department
            8. Boyd Police Department
            9. Denton Police Department
            10. UNT Police Department
            11. Denton County Sheriff's Office
            12. Denton County Constable Pct 1
            13. Denton County Constable Pct 2
            14. Denton County Constable Pct 4
            15. Denton County Constable Pct 5
            16. Department of Public Safety
            17. Sanger Police Department (Heavy Duty Only)
            18. Oak Point Police Department
            19. Roanoke Police Department
            20. Aubrey Police Department
            21. Krugerville Police Department
            22. Pilot Point Police Department
            23. Whitesboro Police Department
            24. Grayson County Sheriff's Office
            25. Tioga Police Department
            26. Crossroads Police Department

5. References
    1) Chief Jeriahme Miller- Roanoke Police Department
        a. 817-491-6052
        b. jmiller@roanokepolice.com
    2) Chief Douglas Tatu- City of Oak Point DPS

   a. 972-294-0000
   b. dps@oakpointtexas.com
3) Chief Robert Crawford- Northlake Police Department
   a. 940-648-4804
   b. Rcrawford@town.northalke.tx.us
4) Chief Emmitt Jackson- Argyle Police Department
   a. 940-464-7257
   b. ejackson@argyletx.com

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

- ✓ Appendix B must be included in the proposal submittal
- ✓ Appendix C Conflict of Interest Form must be included in the proposal submittal
- N/A Appendix D No Intent to Submit Proposal (if applicable)
- ✓ Appendix E Wrecker Company Information Sheet
- ✓ Form 1295 Certificate of Interested Party must be submitted with the Texas Ethics Commission and included in the proposal submittal.
- ✓ Confidentiality/Non-Disclosure Agreement
- _____ Cooperative Governmental Purchasing Notice

All proposals submitted to the City of Aubrey shall include this page with the submitted Proposal.

RFP Number: 2024-05
Project Title: Wrecker/Towing Service Submittal
Deadline: July 15, 2024, 2:00 p.m. CST
Proposer(s)'s Legal Name: ALL AMERICAN TOWING + RECOVERY
Address: 210 E 4th St Justin TX 76247
Town, State & Zip: _____
Federal Employers Identification Number # 81-3309719
Phone Number: 940 627 2800 Fax Number: _____
E-Mail Address: Mike @ AllAmericanTowingTX.com

Proposer(s) Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer(s).

Printed Name and Position of Authorized Representative: Michael Phillips

Signature of Authorized Representative: _____

Signed this 20 of June, 2024

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER(S) MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

A. Product or Service Description: Proposer should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

B. Additional Hardware Descriptions: Proposer should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.

D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City Purchase Order.

2. Cost of Proposed Products and/or Services

Complete the fee column with the desired bid amounts.

Light Wrecker: Item Description	**Fee**
1. Wrecker Tow Charge: This tow fee includes waiting time and clean-up time up to 30 minutes on-scene, the use of a rollback, street/roadway clean-up, and the use of dollies. Charges for towing from the scene of a wreck to a delivery point other than the Wrecker Services Pound within the City limits of Aubrey shall be the same as charges for delivery to the Pound. No transfer fee is authorized or allowed.	Attached in Proposal
2. Additional Charge for Street/Roadway/Rollover/ Clean-Up Time: Additional time will be charged in 30-minute increments with unlimited man- power, after the first 30 minutes that are included in the Wrecker Tow Charge. This charge applies to off-road recovery and to upright a vehicle due to rollover.	

3. Storage-Per-Day Fee: This fee will be charged in a twenty four (24)-hour increment from the time that the vehicle is impounded.	
4. Impound Fee: This fee includes the paperwork fee for each individual tow.	$20.00
5. Notification Fee: This fee applies to each vehicle that was not released from the Pound and that needs certified letters mailed before sale at auction.	$50.00
6. Sales Tax: This is the sales tax accessed on the total invoice for the vehicle.	8.25%
7. Outside- City -Limits Fee: This charge applies to all vehicles that need to be towed from the City limits to another location. The charge is based on the amount per mile from the City limits to the ultimate destination.	
8. Fee for Non-Emergency Unlock Service: A flat fee is charged for assistance in the City limits of Aubrey in the non-emergency unlock of a vehicle.	
9. Fee for City Vehicle Tire Changes or Jump Start: A flat fee per call for City vehicles.	
10. Fees for towing City Owned Vehicles/Equipment: When directed by the City.	
11. Fee for administrative handling of impounds:	
12. Police Administrative fee for handling of impounds: Charge applies to police handling of impounds.	$30
Heavy Wrecker: Item Description	**Fee**
1. Heavy Duty Charge: Incidents requiring a heavy-duty wrecker shall be charged from the time dispatched to time delivered to the Wrecker Services Pound on an hour basis. This service will include Street/Roadway clean up with in the first hour, use of dollies, recovery, and winching. This service shall be paid at a rate of a minimum of 1 hour.	

2. Additional Charge for Street/Roadway/Rollover/ Clean-Up Time: Additional time will be charged in 30-minute increments at $75 per hour with unlimited man-power, after the first hour that is included in the heavy duty charge. This charge will apply to off-road recovery or to upright a vehicle due to rollover.	
3. Storage-Per-Day Fee: This fee will be charged in a twenty four (24)-hour increment from the time that the vehicle is impounded.	
4. Impound Fee: This fee includes the paperwork fee for each individual tow.	$20.00
5. Notification Fee: This fee applies to each vehicle that was not released from the Pound and that needs certified letters mailed before sale at auction.	$50.00
6. Sales Tax: This is the sales tax accessed on the total invoice for the vehicle.	8.25%
7. Outside- City -Limits Fee: This charge applies to all vehicles that need to be towed from the City limits to another location. The charge is based on the amount per mile from the City limits to the ultimate destination.	
8.Fees for City Owned Vehicles/Equipment: When directed by the City.	
9. Police Administrative fee for handling of impounds: Charge applies to police handling of impounds.	$30

3. Term of Contract and Option to Extend

Any contract resulting from this RFP shall be effective for three (3) years from the date of award. The City anticipates that the contract may be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that the City will have the option to extend the contract for up to two (2) additional annual terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year term. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

4. Proposer's Experience / Staff

A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Employee Standards: All employees working on this RFP must be able to pass a background check to gain entry into secure areas of the facilities and to maintain the integrity of the Surety Bond.

C. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

D. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 11 ; and the number of employees: 45 .

E. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

F. Confidentiality/Non-Disclosure Agreement: The Proposer shall attach to its proposal, it's recommended confidentiality and non-disclosure agreement that will apply to the Proposer and all its agents, employees or representatives whatsoever and shall be written to protect the City from the unauthorized release of information maintained in the City in locations where Proposer may have access. A successful Proposer shall be required to modify any such agreements so that they are applicable to Proposer's business entity and all agents, employees and representatives of the entity servicing the contract. All such proposed agreements shall be subject to approval by the City Attorney's Office.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Attached

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

_____

Reference #2:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

_____

Reference #3:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

_____

Reference #4:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

a. Permit Number for Commercial Carrier Tow Truck:
00651384GC

b. Permit Number for Wreckers Vehicle Storage Facility:
0658545VSF

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Aubrey to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the Proposer's emergency contact information remains current. The City shall be provided in writing with any change to a contact name or phone number of these emergency contacts.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The Proposer shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Aubrey procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The Proposer shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: All American Towing + Recovery Contract #: ____

Description: Towing, Haz-MAT clean-up, Traffic Control

Primary Contact (Name): Mike Phillips

Primary Contact Phone Numbers: Home: Cell: 940-703-1679

Secondary Contact (Name): Lenore Phillips

Secondary Contact Phone Numbers: Home: Cell: 940-208-2480

After Hours emergency opening fee, if applicable: $ Ø

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

9. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

10. Miscellaneous

A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer- employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, the City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the City Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper

release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

11. Financial Responsibility Provisions

A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage.

iv. Incident Management Towing Permit for each vehicle that is registered to

operate non-consent tows (permitted for incident management towing), minimum coverage amount $500,000 of liability insurance for the tow truck, and minimum coverage amount $50,000 of cargo insurance for the tow truck;

v. Vehicle Storage Facility Insurance for no more than 50 vehicles coverage = $9,000 total, 51 – 99 vehicles coverage = $18,000 total, or 100 or more vehicles coverage = $25,000 total.

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein.

Insurance policies required herein shall be issued by a company or companies that have sound and adequate financial responsibility and the means to fulfill the purposes of this article and that are authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the Aubrey City Attorney for their adequacy as to form and content.

Certificates or copies of new insurance policies shall be furnished to the City prior to the expiration date of any prior certification.

B. Indemnification: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City own agents or employees.

C. Bond Requirements; Prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:

i. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;

ii. A surety bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein.

GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF AUBREY, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the proposed contractor, contractor, or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City of Aubrey unless otherwise agreed to by a specifically executed provision within the contract, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. **Application.** This Governmental CONTRACT AND PURCHASING Rider (Governmental Rider) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (Contract) (attached hereto) of (Vendor Name), (Vendor). The Contract involved in this Governmental Rider is described as follows:

Wrecker/Towing Services

1. **Payment Provisions**. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.
2. **Multiyear Contracts.** If the City Council for the City does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City'sbudget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
3. **Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received and would otherwise constitute the best bid. In the exercise of this option, the City hereby determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

4. **No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex-parte communication (e.g., unsolicited) initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 p.m. on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex- parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

5. **Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re- advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

6. **Disclosure of Litigation.** Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

7. **Cancellation.** The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

8. **Annual Vendor Performance Review.** The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

9. **Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the City with satisfactory proof of compliance within 10 days of the execution of any contract with the City is void.

10. **Compliance with all Codes, Permitting and Licensing Requirements.** The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

11. **Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it (1) limits or releases either party from liability that would exist by law in the absence of the provision, (2) creates liability for either party that would not exist by law in the absence of the provision, or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

12. **Indemnity and Independent Vendor Status of Vendor.** Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Vendor, its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or subcontractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all Vendor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

13. **Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

14. **Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

15. **Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item.

Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

16. **Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.61 and 16.070, Texas Civil Practice and Remedies Code)

17. **Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

18. **Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Denton County, Texas.

19. **Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

20. **Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295, pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form may prohibit the City from entering the Contract.

21. **Anti-Boycott Israel Verification.** In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

22. By signing below, the bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract."

23. By signing below, the bidder certifies that it does not boycott energy companies as defined by Chapter 2274 of the Texas Government Code, and will not boycott energy companies during the term of this contract."

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

Executed this the 20 day of June, 2024.

CITY OF AUBREY, TEXAS

Vendor

City Manager, Charles Kreidler

Jenny Hicks, City Secretary

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods, or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4B development corporations;
5. The executive directors or managers of 4B development corporations; and
6. Directors of the City of Aubrey who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department.

The Finance Department is required by law to post the statements on the City's website.

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3. Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

4. This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIO as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

6/20/2024

Date

Appendix E

Wrecker Company Information Sheet

Date: 6 / 20 / 2024

Wrecker Service Name: ALL AMERICAN TOWING & Recovery inc.

Certificate Number for Commercial Carrier Tow Truck: 0065138466 C

Certificate Number for Vehicle Storage Facility: 0658546 VSF

Address: 561 Blackjack Rd East Town/State/Zip: Aubrey TX

Distance From City Limits of Aubrey: Inside city Limits

Business Phone: 940-627-2800 Fax: _____

Email/Web Address: Allamericantowingtx.com
Mike@allamericantowingtx.com

Wrecker Service Owner: Michael & Lainie Phillips

Address: 9009 Dove Hollow Rd Town/State/Zip: Justin TX 76249

Phone: _____ Cell: 940-703-1679

Texas Driver's License Number: [redacted]

Attach'

Tow Trucks To Be Operated Under This AGREEMENT:

License Plate: _____ State:_____ VIN:_____

License Plate: _____ State:_____ VIN:_____

License Plate: _____ State:_____ VIN:_____

License Plate: _____ State:_____ VIN:_____

License Plate: _____ State:_____ VIN:_____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

All American Towing & Recovery Inc. Justin, TX USA

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Aubrey TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
All American Towing	Justin TX USA	Yes	
Michael Phillips	Justin TX USA	Yes	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

LINDSAY GAFFNEY
Notary ID #131026600
My Commission Expires
March 1, 2025

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Michael Phillips, this the 28th day of June, 2024, to certify which, witness my hand and seal of office.

Lindsay Gaffney — Signature of officer administering oath

Lindsay Gaffney — Printed name of officer administering oath

Texas Notary — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS DEPARTMENT OF LICENSING AND REGULATION

VEHICLE STORAGE FACILITY LICENSE

0658545VSF

ALL AMERICAN TOWING AND RECOVERY INC
218 E 4TH ST
JUSTIN TX 76247-4614

Be It Known That:
ALL AMERICAN TOWING AND RECOVERY INC

Located at:
561 E BLACKJACK RD
PILOT POINT TX 76258-7208

Has paid the required fee, satisfied the prerequisites for a license as a TEXAS VEHICLE STORAGE FACILITY under the Vehicle Storage Facility Act, and has agreed to comply with its provisions. The license is issued on June 20, 2024 and shall expire on June 15, 2025.

This license is NON-TRANSFERABLE and NON-ASSIGNABLE

TEXAS DEPARTMENT OF LICENSING AND REGULATION

TOW TRUCK CERTIFICATE OF REGISTRATION

Certificate of
Registration No: **006513846C**
Expiration Date: **07/09/2025**

ALL AMERICAN TOWING AND RECOVERY INC
ALL AMERICAN TOWING AND RECOVERY INC.
PO BOX 38
JUSTIN TX 76247

Having fulfilled the application requirements of the Texas Department of Licensing and Regulation (TDLR) relating to the registration of tow trucks, this Certificate of Registration is hereby granted to:

ALL AMERICAN TOWING AND RECOVERY INC
ALL AMERICAN TOWING AND RECOVERY INC.
218 EAST 4TH STREET
JUSTIN TX 76247

This Certificate of Registration is no transferable.
VOID IF ALTERED

Date Printed: 06/20/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Janet Jones
A&B Risk Managers, LLC	**PHONE (A/C, No, Ext):** 800-518-1839 **FAX (A/C, No):** 972-426-6984
PO Box 11236	**E-MAIL ADDRESS:** jan@towingis.com
Fayetteville AR 72703	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A :** Trisura Insurance Company 22225
All American Towing and Recovery Inc	**INSURER B :** Lloyds of London
218 E 4th St	**INSURER C :** Acceptance Indemnity Insurance Co.
	INSURER D : Upland Specialty Insurance Company
Justin TX 76247	**INSURER E :**
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:			149TTSTX100253-00	7/28/2023	7/28/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			149TTSTX100253-00	7/28/2023	7/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			USXTL0406323	7/28/2023	7/28/2024	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BOA00410-4	4/25/2023	4/25/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
A	GARAGEKEEPERS LEGAL LIABILITY			149TTSTX100253-00	7/28/2023	7/28/2024	Limit: $500,000	
A	MOTOR TRUCK CARGO / ON-HOOK LIAB			149TTSTX100253-00	7/28/2023	7/28/2024	Limit: $150-500,000 / 1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jan Jones

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NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

This Non-Disclosure Confidentiality Agreement ("Agreement") is made and entered into as of the 20TH of June, 2024 ("Effective Date"), by and between:

City of Aubrey, ("Receiving Party"), and

All American Towing & Recovery Inc*, with its principal office located at 218 E 4th St, Justin Texas 76247 ("Disclosing Party").

WHEREAS:

1. The Disclosing Party possesses certain confidential and proprietary information (hereinafter referred to as "Confidential Information").

2. The Receiving Party is willing to receive the Confidential Information only for the purpose of evaluating a potential business relationship and agrees to protect the confidentiality of such information in accordance with the terms of this Agreement.

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

1. **Definition of Confidential Information**

- For the purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged, and which is disclosed by the Disclosing Party to the Receiving Party in writing, orally, or by any other means, and which is identified as confidential at the time of disclosure.

2. **Obligations of Receiving Party**

- The Receiving Party agrees to:

1. Keep the Confidential Information confidential and not disclose it to any third party without the prior written consent of the Disclosing Party.

2. Use the Confidential Information solely for the purpose of evaluating a potential business relationship.

3. Take all reasonable steps to protect the confidentiality of the Confidential Information, which steps shall be at least as protective as those taken to protect its own confidential information.

4. Limit disclosure of the Confidential Information to its employees, agents, or third parties who have a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein.

3. **Exclusions from Confidential Information**

- The obligations of confidentiality set forth in this Agreement shall not apply to any information which:

1. Is or becomes publicly available through no fault of the Receiving Party.

2. Is already in the possession of the Receiving Party without an obligation of confidentiality.

3. Is obtained by the Receiving Party from a third party without a breach of any obligation of confidentiality.

4. Is independently developed by the Receiving Party without use of or reference to the Confidential Information.

5. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party of such requirement to disclose and cooperates with the Disclosing Party to seek an appropriate protective order.

4. **Term**

- This Agreement shall remain in effect for a period of 1 years from the Effective Date, unless terminated earlier by mutual written agreement of the parties.

5. **Return or Destruction of Confidential Information**

- Upon termination or expiration of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials, in any medium, embodying Confidential Information, and provide written certification of such destruction if requested.

6. **No License**

- Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, trademark, or copyright of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

7. **No Waiver**

- The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

8. **Governing Law**

- This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

9. **Entire Agreement**

- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, regarding such subject matter.

10. **Amendment**

- This Agreement may be amended or modified only by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Confidentiality Agreement as of the Effective Date.

City of Aubrey

By: _____

Name: _____

Title: _____

Date: _____

All American Towing & Recovery Inc.

By: _____

Name: Michael Phillips

Title: President

Date: 6/20/2024

This agreement should be reviewed and possibly modified by a legal professional to ensure it meets all specific needs and legal requirements of the parties involved.

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Consideration and Approval of the Authorized Personnel List

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

Summary
This item is the Authorized Personnel list that has been updated to include the addition of an Assistant Director of Public Works and two part-time library employees. The positions were discussed at the July 29th workshop and a request was made for this update to be brought before the council at the July 25th meeting for consideration.

Financial Summary
The current Budget Surplus will be sufficient to cover these positions in the remaining 2024 fiscal budget. The positions have been included in the fiscal 2025 budget draft circulated to council members.

Staff Recommended Motion
Approve

Conditions
N/A

Position	Reference				Current	10/1	01/22	04/25	05/24	07/24	2025	
Administration	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec	Inc/Dec		Inc/Dec	
City Administrator/Manager	1	1	1	1	1							
Finance Director		1	1	1	1							
HR Manager		1	1	1	1							
City Secretary	1	1	1	1	1							
HR Generalist											+1	
Assistant to the City Manager					1		+1					
Assistant City Secretary		1	1	1	1							
Total	2	5	6	6	6							
Court	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec	Inc/Dec		Inc/Dec	
Court Clerk	1	1	1	1	1							
Total	1	1	1	1	1							
MDD	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec	Inc/Dec		Inc/Dec	
Director	0	0	1	1	1							
Total	0	0	1	1	1							
Police	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec	Inc/Dec		Inc/Dec	
Chief of Police	1	1	1	1	1	-						
Assistant Chief of Police	0	0	0	0	1	+1						
Lieutenant of Police	2	2	3	3	2	-1						
Sergeant of Police	3	4	4	4	5	+1						
Police Officer	9	11	12	15	18	+1		+2				
Detective	1	1	1	2	3	+1						
School Resource Officer				1	2	+1						
Investigator											+1	
Sworn	16	19	21	26	32							
Code Enforcement					1						+1	
Crime Victim Advocate											+1	
Administrative Coordinator	1	1	1	1	1	-						
Civilian	1	1	1	1	2	-						
Total	17	20	22	27	34	4		2				

Fire	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec	Inc/Dec		Inc/Dec	
Fire Chief	0.5	0.5	0.5	1	1							
Assistant Chief	0.5	0.5	1	1	1							
Battalion Chief	1.5	1.5	1.5	3	3							
EMS Captain	0	0	0	1	1							
Captain	6	6	6	6	9	+3						
Driver/Engineer	0	0	0	12	18	+6						
Firefighter	21	24	33	18	30	+12						
Admin Coordinator	0	0	0	1	1							
Emergency Management											+1	
Fire Inpsector	0	0	0	0	1	+1						
Total	29.5	32.5	42	43	65	22						
Library	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec	Inc/Dec		Inc/Dec	
Director	1	1										
Manager	1	1	1	1	1							
Public Service	1	1	1	1	1							
Collections		1	1	1	1							
Librarian III			1	1	1							
Librarian I				1	1							
Tech (PT)	1	1			2					+2		
Total	4	5	4	5	7					2		
Fleet & Buildings	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec	Inc/Dec		Inc/Dec	
Maintenance Technician	0	0	0	0	1	+1						
Coordinator											+1	
Total	0	0	0	0	1	1						
Parks	2020	2021	2022	2023	2024							
Parks Coordinator	0	0	0	1	1							
Parks Superintendent											+1	1
Maintenance Technician	2	2	2	1	1							
Seasonal Worker	0.5	0.5	0.5	1	1							
Total	2.5	2.5	2.5	3	3							

Water	2020	2021	2022	2023	2024							
Superintendent	0	0	0	1	1							
Operator I	3	3	3	1	2	+1						
Maintenance Technician	2	2	2	0	0							
Meter Supervisor	0	0	0	1	1							
Utilities Manager	0	0	0	1	1							
Billing Clerk	1	1	1	1	1							
Total	6	6	6	5	6	1						
Sewer	2020	2021	2022	2023	2024							
Director PW	1	1	1	1	1							
Assistant DPW	1	1	1	0	1					+1		
Superintendent	0	0	0	1	1							
Operator I	2	2	2	1	1							
Instrument Technician	0	0	0	0	1	+1						
Maintenance Technician	1	1	1	1	1							
Total	5	5	5	4	6	1				1		
Streets	2020	2021	2022	2023	2024							
PW Manager	0	0	0	1	1							
PW Superintendent	0	0	0	1	1							
Maintenance Technician	0	0	0	1	1							
Streets Foreman	0	0	0	1	1							
Total	0	0	0	4	4							

Development	2020	2021	2022	2023	2024							
Position	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec	Inc/Dec		Inc/Dec	
Permit Technician	1	1	1	1	1							
Permit Coordinator	0	0	0	1	1							
Chief Building Official	0	0	0	0	1				+1		+1	
P&Z Manager	0	0	0	0	0						+1	
Building Inspector	0	0	0	1	0				-1		-1	
GIS Technician	0	0	0	0	1	+1						
Total	1	1	1	3	4	2						
Solid Waste	2020	2021	2022	2023	2024							
Position	2020	2021	2022	2023	2024	Inc/Dec	Inc/Dec	Inc/Dec	Inc/Dec		Inc/Dec	
	0	0	0	0	0							
Total	0	0	0	0	0							
Overall Totals	2020	2021	2022	2023	2024							
Amended by Council 01/22/2024 -- Reclassification of Planner to Assistant to City manager	68	78	90.5	102	138	31	0	2	0	3	0	
Amended by Council 04/25/2024 -- to add two police officer poisitions												
Amended by Council 05/23/2024 -- Added Chief Building Official in Place of Building Inspector												

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Resolution 970-24 accepting a donation of approximately 21.794 acre tract of real property situated in the Francisco Trevino Survey, abstract No 1243, City of Aubrey, Denton County, Texas for Municipal use.

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

Summary
This donation is for an approximate 21.794 acre tract of land located at the north-east corner of Springhill and McNatt. This tract of land contains some floodplain and was donated by Pretium Capital LLC for municipal use. A plaque or other monument upon the property to acknowledge the dedication, or as appropriate to utilize the grantor's name in the name of any municipal facilities will be included in the development of the site. This property is transferred in the form of a special warranty donation deed.

Financial Summary
N/A

Staff Recommended Motion
Approve

Conditions
N/A

RESOLUTION NO. 970-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ACCEPTING A SPECIAL WARRANTY DONATION DEED CONVEYING AN APPROXIMATE 21.794 ACRES OF LAND LOCATED IN THE FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1234, DENTON COUNTY, TEXAS FROM PRETIUM CAPITAL LLC TO THE CITY OF AUBREY FOR GENERAL MUNICIPAL PURPOSES, AUTHORIZING THE CITY SECRETARY TO FILE THE DEED WITH DENTON COUNTY REAL PROPERTY RECORDS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pretium Capital LLC desires to donate an approximate 21.794 acre tract of land located in the Francisco Trevino Survey, Abstract No. 1234, Denton County, Texas of the Denton County Deed Records (the "Property") to use for municipal purposes which may include but are not limited to amenities for the general public; and

WHEREAS, the Property is the subject of a voluntary annexation proceeding requested by Pretium Capital, LLC; and

WHEREAS, the City of Aubrey, Texas desires to accept the donation of Property for public use and maintenance and finds that the acceptance of the Property will serve the health, safety and welfare of the public.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

SECTION 2. The City Council hereby accepts from Pretium Capital LLC, the donation of the Property as described in the Special Warranty Donation Deed, attached hereto as **Exhibit A** and incorporated herein, and directs the City Secretary to file the deed with Denton County Real Property Records.

SECTION 3. That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, this 25th day of July 2024.

APPROVED:

_____

Chris Rich, Mayor

ATTEST:

_____
Jenny Hicks, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DONATION DEED

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

That Pretium Capital LLC, a Texas limited liability company (hereinafter called "**Grantor**"), for the consideration more specifically described hereinbelow, has **GRANTED, GIVEN and CONVEYED** and by these presents does **GRANT, GIVE and CONVEY**, unto the CITY OF AUBREY, TEXAS (hereinafter called "**Grantee**"), whose mailing address is 107 S. Main Street, Aubrey, Texas 76227, and its successors and assigns, that certain tract or parcel of land situated in the County of Denton, State of Texas, described as follows, to wit (the "**Property**"), the real property as described in **Exhibit A**, attached hereto and incorporated herein for all purposes.

CONSIDERATION. This conveyance is a donation from Grantor to Grantee in consideration of Grantor's desire for Grantee to develop, use, and operate the Property for municipal purposes which could include but are not limited to amenities for the general public or as determined necessary by Grantee for Grantee to provide utility or other public services. Grantee has covenanted to place a plaque or other monument upon the Property to acknowledge the dedication by Grantor, or as appropriate to utilize Grantor's name in the name of any municipal facilities on the Property.

This conveyance is made by Grantor and accepted by Grantee subject to: (a) all easements, restrictions, covenants, agreements, encumbrances and other matters that are either of record or are otherwise disclosed by any such matters of record, to the extent the same are validly existing and applicable to the Property; (b) all matters that would be disclosed by a current and accurate ALTA/ACSM Land Title survey of the Property, prepared and certified on or about the date of this Deed, and (c) and any zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject however to the Permitted Exceptions.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, AND GRANTOR HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY TO BE CONVEYED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE EXCEPT FOR AND OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THIS DEED, ZONING, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, VALUATION, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. GRANTEE AGREES TO ACCEPT THE PROPERTY AND ACKNOWLEDGES THAT THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY GRANTOR ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXECUTION HEREOF BY GRANTOR AND THE RECORDATION HEREOF IN THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS.

GRANTEE'S AGREEMENT TO, AND ACKNOWLEDGMENT OF, THE VARIOUS MATTERS SPECIFIED IN THIS SPECIAL WARRANTY DONATION DEED INCLUDING, WITHOUT LIMITATION, THE OWNERSHIP AND MAINTENANCE OF THE PROPERTY BY THE UNDERSIGNED, SHALL BE CONCLUSIVELY EVIDENCED BY GRANTEE'S ACCEPTANCE HEREOF.

[The remainder of this page is intentionally left blank]

EXECUTED, this the 12th day of July, 2024.

GRANTOR:

Pretium Capital LLC,
a Texas limited liability company

By: _____
Bhadresh Trivedi, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This Instrument was acknowledged before me on the 12th day of July, 2024, by Bhadresh Trivedi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President of Pretium Capital, LLC, a Texas limited liability company, on behalf of said company, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 12th day of July, 2024.

Andrea Buerger
My Commission Expires
6/15/2028
Notary ID130702220

Andrea Buerger
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:
City of Aubrey
107 S. Main Street
Aubrey, Texas 76227

Exhibit A

BEING a 21.794 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being a portion of that certain tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Sharlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 1964.60 feet to a 1/2 inch iron rod with blue cap stamped *"OLD TOWN SURVEYING"* (OTS) set for corner being in the west line of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T;

THENCE North 88 degrees 39 minutes 14 seconds West, over and across said Harrison tract, a distance of 278.75 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 14 degrees 57 minutes 58 seconds West, over and across said Harrison tract, a distance of 160.90 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 88 degrees 39 minutes 14 seconds West, over and across said Harrison tract, a distance of 181.91 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the east line of a tract of land described by deed to Ganesh V. Ramachandrula and Naga Srivalli Paramathnumi, recorded under Instrument Number 2020-156040, O.P.R.D.C.T.;

THENCE North 01 degrees 17 minutes 20 seconds West, passing the northeast corner of said Ramachandrula and Paramathmuni tract, and continuing on for a total distance of 1261.08 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to Aubrey 81 West, LP., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found

for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 21.794 acres of land, more or less.

RESOLUTION NO. 971-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ACCEPTING A SPECIAL WARRANTY DONATION DEED CONVEYING AN APPROXIMATE 1.1334 ACRE TRACT OF LAND LOCATED IN THE FREDERICK POLLAND SURVEY, ABSTRACT NO. 995, DENTON COUNTY, TEXAS FROM DOSTI PARTNERS LLC TO THE CITY OF AUBREY FOR GENERAL MUNICIPAL PURPOSES, AUTHORIZING THE CITY SECRETARY TO FILE THE DEED WITH DENTON COUNTY REAL PROPERTY RECORDS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dosti Partners LLC desires to donate an approximate 1.1334 acre tract of land located in the Frederick Polland Survey, Abstract No. 995, Denton County, Texas of the Denton County Deed Records (the "Property") to use for municipal purposes which may include but are not limited to amenities for the general public; and

WHEREAS, the Property is the subject of a voluntary annexation proceeding requested by Dosti Partners; and

WHEREAS, the City of Aubrey, Texas desires to accept the donation of Property for public use and maintenance and finds that the acceptance of the Property will serve the health, safety and welfare of the public.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

SECTION 2. The City Council hereby accepts from Dosti Partners, LLC , the donation of the Property as described in the Special Warranty Donation Deed, attached hereto as **Exhibit A** and incorporated herein, and directs the City Secretary to file the deed with Denton County Real Property Records.

SECTION 3. That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, this 25th day of July 2024.

APPROVED:

_____

Chris Rich, Mayor

ATTEST:

_____
Jenny Hicks, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DONATION DEED

THE STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON	§	

That Dosti Partners LLC, a Texas limited liability company (hereinafter called "**Grantor**"), for the consideration more specifically described hereinbelow, has **GRANTED, GIVEN and CONVEYED** and by these presents does **GRANT, GIVE and CONVEY**, unto the CITY OF AUBREY, TEXAS (hereinafter called "**Grantee**"), whose mailing address is 107 S. Main Street, Aubrey, Texas 76227, and its successors and assigns, that certain tract or parcel of land situated in the County of Denton, State of Texas, described as follows, to wit (the "**Property**"), the real property as described in **Exhibit A**, attached hereto and incorporated herein for all purposes.

CONSIDERATION. This conveyance is a donation from Grantor to Grantee in consideration of Grantor's desire for Grantee to develop, use, and operate the Property for municipal purposes which could include but are not limited to amenities for the general public or as determined necessary by Grantee for Grantee to provide utility or other public services.

This conveyance is made by Grantor and accepted by Grantee subject to: (a) all easements, restrictions, covenants, agreements, encumbrances and other matters that are either of record or are otherwise disclosed by any such matters of record, to the extent the same are validly existing and applicable to the Property on or about the date of this Deed; (b) all matters that would be disclosed by a current and accurate ALTA/ACSM Land Title survey of the Property, prepared and certified on or about the date of this Deed, and (c) and any zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject however to the Permitted Exceptions.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, AND GRANTOR HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, EXPRESS

OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY TO BE CONVEYED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE EXCEPT FOR AND OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THIS DEED, ZONING, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, VALUATION, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. GRANTEE AGREES TO ACCEPT THE PROPERTY AND ACKNOWLEDGES THAT THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY GRANTOR ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXECUTION HEREOF BY GRANTOR AND THE RECORDATION HEREOF IN THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS.

GRANTEE'S AGREEMENT TO, AND ACKNOWLEDGMENT OF, THE VARIOUS MATTERS SPECIFIED IN THIS SPECIAL WARRANTY DONATION DEED INCLUDING, WITHOUT LIMITATION, THE OWNERSHIP AND MAINTENANCE OF THE PROPERTY BY THE UNDERSIGNED, SHALL BE CONCLUSIVELY EVIDENCED BY GRANTEE'S ACCEPTANCE HEREOF.

[The remainder of this page is intentionally left blank]

EXECUTED, this the 12th day of July, 2024.

GRANTOR:

Dosti Partners LLC,
a Texas limited liability company

By: _____
Bhadresh Trivedi, Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This Instrument was acknowledged before me on the 12th day of July, 2024, by Bhadresh Trivedi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Manager of Dosti Partners, LLC, a Texas limited liability company, on behalf of said company, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 12th day of July, 2024.

(Seal) Andrea Buerger
My Commission Expires
6/15/2028
Notary ID130702220

Andrea Buerger
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:
City of Aubrey
107 S. Main Street
Aubrey, Texas 76227

Exhibit A

Dosti Partners, LLC Annexation of 1.333 acres *Denton County*
6/26/2024

METES AND BOUNDS DESCRIPTION FOR
ANNEXATION OF 1.334 ACRES SITUATED IN THE
FREDERICK POLLARD SURVEY, ABSTRACT NO. 995, DENTON COUNTY, TEXAS
INTO AUBREY, TEXAS

Being a 1.333 acre tract of land for annexation into the City Limits of Aubrey, Texas, said 1.333 acre tract being in the Frederick Pollard Survey, Abstract No. 995, Denton County, Texas, and being a portion of a called 80.6122 acre tract of land conveyed to Dosti Partners LLC by Instrument Number 2021-180838 of the Deed Records of Denton County, Texas, (D.R.D.C.T), said 1.333 acre tract of land for annexation being further described as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said 1/2 inch iron rod found being on the northwest corner of said 80.6122 acre Dosti Partners tract, said ½ inch iron rod found also being on the northeast corner of a called 183.00 acre tract of land conveyed to 9882 Coffey Road LLC, by Instrument Number 2008-38977, D.R.D.C.T, said 1/2 inch iron rod found also being on the south line of a called 394.474 acre tract of land conveyed to A1719 LLC (Tract 2) by Instrument Number 2020-28892, D.R.D.C.T;

THENCE, S 87°33'58" E, along the common north line of said 80.612 acre Dosti Partners tract and the south line of said 394.474 acre A1719 LLC tract, a distance of 1,166.01 feet to a 1/2 inch iron rod found with cap "Bohler" for corner, on the northeast corner of said 80.6122 acre, Dosti tract, said 1/2 iron rod found also being on the northwest corner of a called 159.941 acre tract of land conveyed to MM Aubrey 160 LLC by deed recorded in Instrument Number 2021-180618, D.R.D.C.T;

THENCE, S 11°05'41" W, departing the south line of the said 394.474 acre A1719 LLC tract, and being along the common east line of said 80.612 acre Dosti tract and the west line of said 159.941 acre MM Aubrey 160 LLC tract, a distance of 50.58 feet to a point for corner;

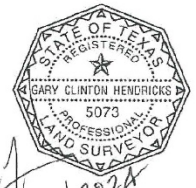
THENCE, N 87°33'58" W, departing the common east line of said 80.612 acre Dosti Partners tract, and the west line of said 159.94 acre MM Aubrey 160 LLC tract, and being across said 80.612 acre Dosti tract, a distance of 1,156.87 feet to a point for corner on the common east line of said 183.00 acre Coffey Road LLC tract and the west line of said 80.612 acre Dosti Partners tract;

THENCE, N 01°00'05" E, along the common west line of said 80.612 acre Dosti Partners tract, and the east line of said 183.00 acre 9882 Coffey Road tract, a distance of 50.02 feet to THE POINT OF BEGINNING, said annexation tract containing 1.333 acres (58,072 square feet) of land, more or less;

NOTES:

1. This document was prepared under 22 TAC § 663.21 and does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Basis of Bearings and Distance: Legal description for called 80.612 acre tract conveyed to Dosti Partners by Instrument Number 2021-180838 of the Deed Records of Denton County.
3. A metes and bounds description of even date herewith accompanies this exhibit.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
Phone: 214-361-7900



06/26/2024

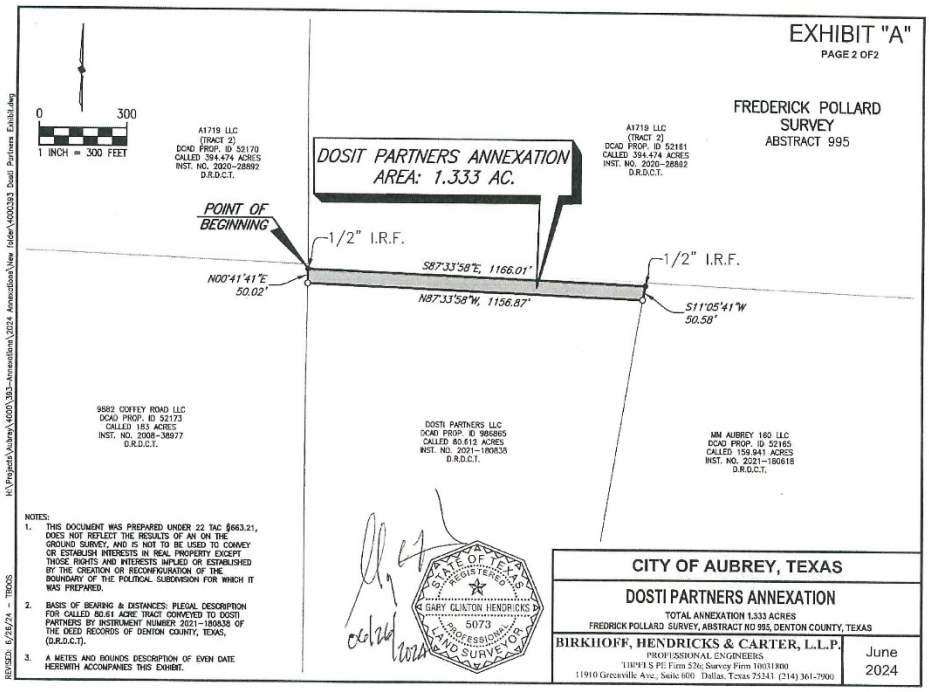


EXHIBIT "A"
PAGE 2 OF2
FREDERICK POLLARD SURVEY
ABSTRACT 995
0
300
1 INCH = 300 FEET
A1719 LLC (TRACT 2) DCAD PROP. ID 52170 CALLED 394.474 ACRES INST. NO. 2020-28892 D.R.D.C.T.
DOSIT PARTNERS ANNEXATION AREA: 1.333 AC.
A1719 LLC (TRACT 2) DCAD PROP. ID 52161 CALLED 394.474 ACRES INST. NO. 2020-28892 D.R.D.C.T.
POINT OF BEGINNING
1/2" I.R.F.
1/2" I.R.F.
S87°33'58"E, 1166.01'
N87°33'58"W, 1156.87'
N00°41'41"E 50.02'
S11°05'41"W 50.58'
9882 COFFEY ROAD LLC DCAD PROP. ID 52173 CALLED 183 ACRES INST. NO. 2008-38977 D.R.D.C.T.
DOSTI PARTNERS LLC DCAD PROP. ID 986865 CALLED 80.612 ACRES INST. NO. 2021-180835 D.R.D.C.T.
MM AUBREY 160 LLC DCAD PROP. ID 52165 CALLED 159.941 ACRES INST. NO. 2021-180618 D.R.D.C.T.
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. BASIS OF BEARING & DISTANCES: PLEGAL DESCRIPTION FOR CALLED 80.61 ACRE TRACT CONVEYED TO DOSTI PARTNERS BY INSTRUMENT NUMBER 2021-180838 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, (D.R.D.C.T).
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
STATE OF TEXAS
REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR
06/26/2024
CITY OF AUBREY, TEXAS
DOSTI PARTNERS ANNEXATION
TOTAL ANNEXATION 1.333 ACRES
FREDRICK POLLARD SURVEY, ABSTRACT NO 995, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
June 2024
H:\Projects\Aubrey\4000-383-Annexation\2024 Annexation\New Folder\4000383 Dosti Partners Exhibit.dwg
REVISED: 6/26/24 - TROOS

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Acceptance of the 2023 CIP Project S1 - Pecan Creek Sewer Lift Station and authorize final payment to Acadia in the amount of $118,734.93; and authorize the City Manager to execute necessary documents.

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

Summary
The S1 Project is a 2 MGD sewer lift station located off Springhill Road just west of McNatt.

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

The public improvements value is $2,283,498.62.

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

Staff Recommended Motion
Approve

Conditions
N/A

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

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 Phone (214) 361-7900 www.bhcllp.com

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

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

July 19, 2024

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

Re: City of Aubrey
1A-S1 Pecan Creek Lift Station
Pay Request No. 11 and Final

Dear Ms. Wilson,

We are enclosing one (1) copy of Pay Request No. 11 and Final in the amount of $118,734.93 for work performed by Acadia Services, LLC on the 1A-S1 Pecan Creek Lift Station project through July 16, 2024. A final walkthrough was conducted with City staff on April 30, 2024. The City reported the punch list items are complete to their satisfaction.

This project is now complete and in service. In accordance with the contract agreement, we recommend the City accept the Pecan Creek Lift Station.

We are also enclosing an executed copy of the Contractor's Affidavit of Final Payment & Release and the Two-Year Maintenance Bond. The two-year maintenance period shall begin July 18, 2024 and terminate July 18, 2026.

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

Sincerely,

Andrew Mata, Jr., P.E.

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

MAINTENANCE BOND

Bond #4406473

THE STATE OF TEXAS }
COUNTY OF DENTON }

THAT Acadia Services, LLC, as Principal, and FCCI Insurance Company, a Corporation organized under the laws of Florida, as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Aubrey, a Municipal Corporation, Texas, the sum of Two Million Two Hundred Eighty Three Thousand and Two Hundred Fifty Five Dollars Dollars and 00/100 Cents ($ 2,283,255.00), which this amount is 100 % of the total contract amount of ($), for the payment of which sum will and truly be made unto said City of Aubrey, Texas, and its successors, said principal and sureties do hereby bind themselves, their assigns and successors jointly and severally.

THIS obligation is conditioned; however, that whereas, the said Acadia Services, LLC has this day entered into a written contract with the said City of Aubrey, Texas to build and construct PECAN CREEK LIFT STATION which contract and the plans and specifications therein mentioned, adopted by the City of Aubrey, Texas are hereby expressly made a part thereof as through the same were written and embodied herein.

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

IN WITNESS THEREOF, the said Acadia Services, LLC has caused these presents to be executed by and the said FCCI Insurance Company has caused these presents to be executed by its' Attorney in fact and the said Attorney in fact Jennifer Upton, has hereunto set his hand, the 12th day of July, 2024.

SURETY:
FCCI Insurance Company

By: _____
Jennifer Upton, Attorney-in-Fact

WITNESS: _____
BaiLee Islas, Surety Witness

SEAL

PRINCIPAL:
Acadia Services, LLC

By: _____

ATTEST: _____
Secretary

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

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Allen Bale; Chris Brower; Dana Mickey; Dane Bubela; Daniel Cokenour; Elena Sells; Ericka Hamman; Nikki Adams; Greg Wilkerson; Jason Nobles; Jennifer Upton; Margery Hall; Parker Hamilton; Rick Bondurant; Samantha Kato; Eyvoune Cantu

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1984 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

FCCI INSURANCE COMPANY CORPORATE SEAL 1984 FLORIDA

Dated this 12th day of July, 2024

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104
Austin TX 78714-9104
Fax: 1-512-490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

Copyright 2015 FCCI Insurance Group.

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

THE STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Brad Catlett ("Affiant"), who, after being by me duly sworn, deposes and says that he is President, of Acadia Services, LLC (corporation, partnership, trade name) of Tarrant County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated the 12TH day of July 20 24, for the construction of Pecan Creek Lift Station in City of Aubrey, Texas (the "Work"), for a total consideration of $298,468.68 Dollars to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

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

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of $2,283,498.62 Dollars as **FULL AND FINAL PAYMENT** under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

Acadia Services, LLC

By _____
(Affiant)

Brad Catlett
(Printed Name)

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

Josie Sanchez
My Commission Expires
5/31/2027
Notary ID 134385976

_____
(Notary Public, in and for the State of Texas)

Josie Sanchez
(Printed Name of Notary)

My Commission Expires 5/31/2027

MONTHLY PAY REQUEST

Owner: City of Aubrey

Project: 1A-S1 Pecan Creek Lift Station

Pay Request No. 11

Contract Date: September 22, 2022

Original Contract Amount: $2,242,255.00

From: **To:**

Revised Contract Amount: $ 2,283,498.62

Project Start Date: 14-Nov-2022

Contractor: Acadia Services, LLC
6750 Blvd. 26
North Richland Hills, Texas 76180

Est. Completion Date: 14-Nov-2023 Cal. Days

Allotted: 365 **Used:**

Item No.	Description	Unit	Quantity in Proposal	Revised Quantity	Quantity Complete This Request	Total Work Completed	Contract Price	Extended Amount
100	For Mobilization, Bonds, Insurance & Shop Drawings for Pecan Creek Lift Station (Max 3.5%)	L.S.	1			1	$60,000.00	$ 60,000.00
101	For Furnishing All Labor, Materials, Tools & Equipment For Pecan Creek Lift Station, Complete In All Details, Including Site Preparation, Excavation, Site Grading, Construction Of Lift Station Wet Well, Valve Vault, Metering Manhole, Flow Meter, Furnishing & Installing Submersible Pumps & Pump Accessories, Piping, Emergency Bypass Connection, Valves, Couplings, Fittings, Electrical Equipment, SCADA/RTU & HMI Modifications, Ladder, Hatches, Painting, Vapex Odor Control, Testing, & All Other Items Called For In The Bidding Documents To Be Furnished To Make The Lift Station Functional & Operational	L.S.	1			1	$1,700,000.00	$ 1,700,000.00
102	Furnish & Install 350 kW Standby Generator, Including ATS, Load Bank, Testing & Making the Generator Functional & Operational	L.S.	1			1	$170,000.00	$ 170,000.00
103	Furnish & Install Epoxy Coating System For Wet Well & Valve Vault, Including Testing Of Coating System	L.S.	1			1	$70,000.00	$ 70,000.00
104	For Constructing 8-inch Thick Reinforced Concrete Pavement On 6" Mechanically Compacted Flexible Base	S.Y.	185			185	$175.00	$ 32,375.00
105	Furnish & Place 6-Inches Mechanically Compacted Flexible Base On Geotextile Fabric	Ton	45			45	$120.00	$ 5,400.00
106	For Constructing Reinforced Concrete Foundation Pads (For Generator, Load Bank & Vapex Odor Control Unit)	S.Y.	25			25	$175.00	$ 4,375.00
107	Furnish & Install 14-inch D.I. Force Main, Including All Fittings & Embedment	L.F.	32			32	$700.00	$ 22,400.00
108	Furnish & Install 18-Inch PVC Sanitary Sewer By Open Cut With Class H Embedment	L.F.	73		20	73	$240.00	$ 17,520.00
109	Furnish & Install 18-Inch Metal Seated Plug Valve	Ea.	1			1	$40,000.00	$ 40,000.00
110	Furnish & Install 1-Inch DR-9 HDPE Water Service Encased With 2-Inch DR-18 PVC Including Hose Bibbs, Fittings, Meter, Meter Boxes & Covers, Double Check Valve, & Ball Valves, & Embedment	L.F.	135			135	$36.00	$ 4,860.00
111	Furnish & Install 8-Foot Tall Ornamental Aluminum Security Fence	L.F.	315			315	$280.00	$ 88,200.00
112	Furnish & Place 24-Inch Wide Reinforced Concrete Mow Strip	L.F.	315			315	$55.00	$ 17,325.00

MONTHLY PAY REQUEST

Item No.	Description	Unit	Quantity in Proposal	Revised Quantity	Quantity Complete This Request	Total Work Completed	Contract Price	Extended Amount
113	Furnish & Install 15-Foot Wide Double Leaf Gate & Cane Bolt Ground Sleeves	Ea.	1			1	$6,500.00	$ 6,500.00
114	Furnish & Install 6-Foot Wide Single Leaf Man Way Gate & Cane Bolt Ground Sleeves	Ea.	1			1	$2,500.00	$ 2,500.00
115	Furnish & Install Silt Fence	L.F.	500			500	$2.00	$ 1,000.00
116	Furnish Trench Safety Plan	L.S.	1			1	$2,000.00	$ 2,000.00
117	Implement & Maintain Trench Safety Plan	L.S.	1			1	$1,400.00	$ 1,400.00
118	Furnish, Install, Fertilize, Water & Establish Hydromulch Seeding	S.Y.	300			300	$4.00	$ 1,200.00
119	Credit for Additional Eng Services & Rem 24" SS & Repl w/ 18" SS	L.S.	1			1	$1,671.20	$ 1,671.20
120	F&I 30" RCP with embedment, and with TxDOT SETP-CO Headwall	L.S.	1			1	$34,772.42	$ 34,772.42

Prepared and Recommended by:
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
Professional Engineers, Dallas, Texas (TBPE Firm No. 526)

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

Inspected by Owner:
CITY OF AUBREY

By: _____
Steven Davis Date

Approved by Owner:
CITY OF AUBREY

By: _____
Leanne Wilson, PWD Date

Total Amount		**$ 2,283,498.62**
Less Amount Retained	0%	$ -
Total Amount Payable		$ 2,283,498.62
Less Previous Payments		$ 2,164,763.69
Amount Due This Request		**$ 118,734.93**

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Approve a professional services agreement with Raftelis Financial Consultants, Inc. for a Water and Wastewater Cost-of-Service Study for an amount not to exceed $37,540 and authorize the City Manager to execute necessary documents.

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

Summary
This item is for the first annual review and evaluation of revenue predictions and operation costs made during the 2023 Water and Sewer Rate Study. Due to the high rate of development, it was recommended during the initial study to conduct an annual review and adjust the five-year plan accordingly.

This evaluation will lay the groundwork for creating a long-term financial plan to meet financial goals for the water and wastewater utilities. This evaluation will assist with proactive planning of large capital projects, evaluating various funding options and balancing those to minimize future revenue adjustments.

Under our existing rate structure, Raftelis will develop cost-of-service rates, develop customer bill impacts to show change in customers' bills based at various levels of consumption. Based on the study objectives, Raftelis will develop rate alternatives based on the customer class cost of service, test proposed rate structure alternatives against the objectives and billing system requirements.

Financial Summary
Funds for this project will be included in the 2024-2025 approved budget.

Staff Recommended Motion
Approve

Conditions
N/A

RAFTELIS

July 10, 2024

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

Subject: **Water and Wastewater Cost of Service Study**

Dear Ms. Wilson:

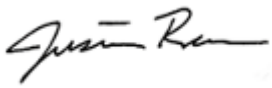
I am looking forward to working with you again and am pleased to submit this proposal to the City of Aubrey (City) to conduct a Water and Wastewater Cost-of-Service Study. In Attachment A, we provide a detailed scope of work. The Study will be completed by December 2024.

To ensure thorough communication and understanding of the utility's needs, I have anticipated additional meetings and one-on-ones with council members. These sessions will provide an opportunity for more in-depth question and answer discussions, helping to prepare ahead of any council presentations.

We are proposing a not-to-exceed budget of $37,540 for this engagement. It is our practice to bill monthly based on actual time and expenses. Total fees and costs will be limited to the not-to-exceed amount unless specific approval for a scope adjustment is received. If additional hours are required, the time will be billed at the hourly rates in Attachment B.

We look forward to working with the City again on this study. If you have any questions, please contact me at 737.471.0146 or jrasor@raftelis.com.

Sincerely,



Justin Rasor
Manager
Raftelis

Please review the attached scope of services and contract budget for further details on our proposed approach.

Attachments:
- Scope of Services
- Proposed Budget

For Raftelis:

Mr. Justin M. Rasor
Manager
Raftelis Financial Consultants, Inc.
3755 S. Capital of Texas Hwy., Suite 290
Austin, TX 78749
Phone: 737-471-0146
Email: jrasor@raftelis.com

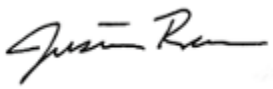
For the City:

Ms. Leanne Wilson
Director of Public Works and Development
City of Aubrey, TX
107 South Main Street
Aubrey, TX 76227
Phone: 940-440-9343
Email: lwilson@aubreytx.gov

We appreciate the opportunity to assist the City in conducting a Water and Sewer Rate Study.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Justin Rasor
Manager

Approved by:

City of Aubrey, TX

Name

Title

Date

ATTACHMENT A

RAFTELIS FINANCIAL CONSULTANTS, INC.
WATER & WASTEWATER COST OF SERVICE STUDY

SCOPE OF SERVICES

Task 1: Project Initiation and Management

Work Plan Activities

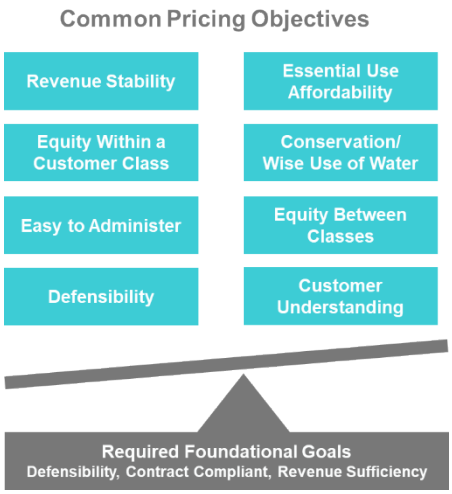
This task sets the stage for efficient and effective project execution through understanding the City's perspective and what they value in a successful project

Project Management

- Provide timely invoices, conduct regular calls with the City's project manager, and identify milestones and deliverables

Project Initiation Meeting

- Provide data request in advance of project initiation meeting.
- Schedule conference call to review and clarify data request items.
- Discuss other policy objectives that may affect the study (e.g., reserve policies, debt coverage requirements, etc.).
- Review rate model functional requirements with staff
- Conduct a pricing objectives workshop with City's staff to better understand the objectives of current rate structures, and critical issues that should be considered in the development of alternative rate designs
- Evaluate need for additional rate classes or adjustments to existing classes
- Establish criteria for each objective in which to measure the ability of each structure to meet the objective
- Prepare rate structure alternatives that align with the selected objectives. Rate structure alternatives will be evaluated in Task 3b.



DELIVERABLES:

- Kick-off meeting with City Staff
- Pricing objectives and rate design discussion

Task 2: Financial Plans

Work Plan Activities

This task lays the ground-work for creating a long-term financial roadmap to meet financial goal for the water and wastewater utilities. This will assist the City with proactive planning of large capital projects, evaluating various funding options and balancing those to minimize future revenue adjustments.

- Create separate financial plans for the water and wastewater utilities for 2025 to 2029. Prepare separate cash flows within the financial plan that track annual operating and capital activities.
- Forecast revenue under existing rates using the demands projections, water rate revenues, wastewater service rate revenues, impact fees, and other miscellaneous revenues.
- Forecast operations and maintenance (O&M), repair and replacement (R&R) capital, expansion capital (based on master plan results or other engineering reports), and existing and proposed debt service. Incorporate new positions, changes in operating efficiencies, vacancies, etc.
- Identify the projects eligible for bond or state loans based on timing, duration, and project amount. Raftelis can present financial plan alternatives considering specific projects financed through state loans or grants that have been secured or will soon be secured by the City.
- Develop 'optimal' revenue requirement financial plan for each utility balancing a mix of cash funding and debt financing capital projects (if applicable) while meeting reserve targets, debt service coverage requirements, while maintaining conservative debt levels and minimizing revenue increases. Calculate annual rate revenue adjustments needed through the study period.
- Review existing reserve and debt levels and recommend changes based on specific financial risks or upcoming large capital expenditures.
- Update financial plan scenarios based on feedback from City staff
- Prepare a rate survey of communities for use in the final presentation to City staff and the Council

DELIVERABLES:

- Financial plan alternative cash flows
- Meeting with Staff to review and finalize cash flows for use in the cost of service and rate design analysis

Task 3a: Cost of Service Analysis

Work Plan Activities

The outcome of this task is to develop rates which recover costs fairly and equitably from customer classes while minimizing subsidies between the classes. The process follows the principles set forth by the American Water Works Association M1 Manual, and the Water Environment Federations MOP27.

- ***Revenue requirement***. Determine the test year revenue requirement (which includes O&M, capital projects, transfers, debt service, etc.) for the purposes of cost functionalization and cost allocation
- ***Functionalize capital assets***. Use the replacement cost of existing utility infrastructure categorized by major facilities. Functional categories for water typically include treatment, transmission

Basic Cost of Service Steps

1. Determine revenue requirement
2. Functionalize revenue requirement
3. Allocate revenue requirement to demand characteristics
4. Determine customer class demand parameters
5. Distribute costs to customer classes based on their proportionate share of demand parameters

Task 3a: Cost of Service Analysis

Work Plan Activities

and distribution, pumping, storage, and fire protection. For wastewater, these include force mains, WWTP facilities, collection mains, lift stations, etc.

- ***Capital asset allocation to demand parameters***. Allocate the functionalized asset costs to design parameters (cost components or demand parameters) associated with each facility. Demand parameters include average day demands, peak demands, (variable cost components) and customer-related activities such as billing, meters and services, and customer field services (fixed-related costs). Allocate the annual capital and debt service revenue requirement to cost components based on the weighted average allocations of the assets. Wastewater demand parameters include flow, infiltration and inflow, strength (BOD and TSS), and customer.
- ***Functionalize O&M, miscellaneous revenues***. Functionalize O&M expenses, and non-rate revenue offsets to the functional categories in a similar fashion to the asset allocation.
- ***O&M allocation to demand parameters***. Allocate test-year capital cost, O&M expenses, and non-rate revenue offsets to the proper cost components. Include specific allocation categories for bulk water
- ***Customer class units of service***. Divide the total allocated revenue requirement by demand parameter by the system units of service by demand parameter to determine unit cost of service
- ***Distribute the allocated revenue requirement***. Distribute allocated revenue requirement to customer classes based on each of their proportionate share of demands, bills and equivalent meters
- ***Cost of service comparison***. Compare the class cost of service to the revenue projected under existing rates for the test-year. This comparison will show the percentage change in the classes based on the cost-of-service process.

DELIVERABLES:

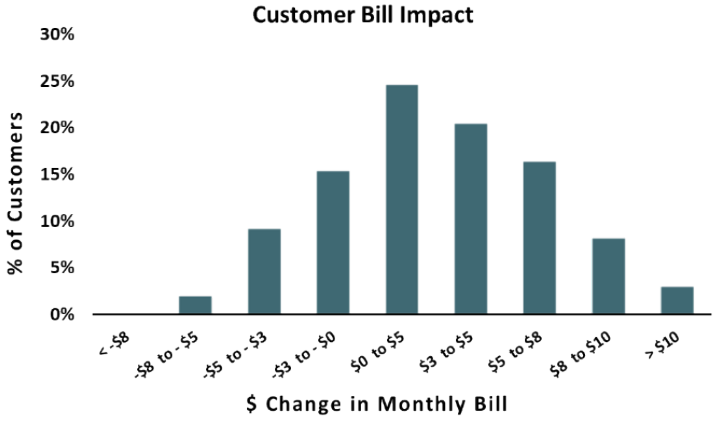
- Cost to provide service to each customer class based on their usage and customer characteristics
- Meeting to review results of cost-of-service analysis

Task 3b: Rate Design

Work Plan Activities

Rate Design:

We will develop proposed rates under the existing structure and proposed rate structure based on the pricing objectives exercise in Task 1. All rate structures developed in this task are designed to recover class cost of service and overall utility revenue requirements. Raftelis will perform a customer bill impact allowing the City to see the percentage of customers impacted and the monthly bill amounts similar to the illustration to the right



Update rates under existing rate structure:

- Develop cost-of-service rates under the current rate structure
- Develop customer bill impacts to show change in customer's bill based at various levels of consumption (water and wastewater only)

Develop rates under proposed rate alternatives:

- Based on the study objectives in Task 1, develop rate alternatives based on the customer class cost of service
- Test proposed rate structure alternatives against the objectives and billing system requirements
- Rate alternatives will incorporate those factors affecting the financial plan such as inflation, capital repair and replacement levels, changes in operational demands, replacement schedule for asset infrastructure, and impacts of different funding strategies for capital improvements
- Prepare a bill and customer impact for every bill and customer to show the change in bills under existing and proposed rates and show the total change in annual customer bills
- Consider phasing-in of rates over a period of time in order to minimize impacts to customers

DELIVERABLES:

- Costs by customer classes as well as preliminary and final rate recommendations
- Provide draft modifications to the City's Code of Ordinances to address proposed modifications to the current utility rates and fees
- Web-based meeting with Staff to review costs by customer class and resulting rates

Task 4: Reports and Presentations

Work Plan Activities

- Prepare an executive draft summary report of the findings and conclusions of the study for staff to review and comment.
- Prepare a PowerPoint presentation for the Council and host one-on-one sessions with council members to allow for education and Q&A. We estimate three to four meetings as part of this task.
- Incorporate comments from the draft report into a final report
- Attend on-site meeting to present the findings of the study to the City's Council

ATTACHMENT B

PROPOSED BUDGET

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task.

Tasks	Total Fees & Expenses
1. Project Initiation and Management	**$4,560**
2. Finanical Plan Development	**$10,480**
3. Cost-of-service and Rate Design	**$12,020**
4 Final Report Preparation and Council Workshop	**$11,738**
	$37,540

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Approve a consulting agreement between the City of Aubrey and HUB International.

Staff Contact
Shaena Williams, Human Resources
swilliams@aubreytx.gov
940-440-9343

Summary
This item is an agreement with HUB International to continue to provide consulting services for medical, dental, vision, disability, and life insurance with the City of Aubrey.

Financial Summary
In 2015 we were paying a $1,000 monthly consulting fee, and every other year it increased $250. We haven't received a fee increase since 2019. We are currently paying a $1,500 monthly consulting fee. If approved, the new agreement would bring the consulting fee to $2,000 a month. The original agreement allowed for an increase of $250 a month every two years.This is a three-year extension to the current agreement that has expired. The extension will allow us to continue consulting services with HUB and research our options for the future.

Staff Recommended Motion
Approve

Conditions
N/A

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") is entered into as of October 1, 2024 (the "Effective Date") by and between City of Aubrey ("Company"), a Municipality, and Hub International Texas, Inc.("Consultant"), and consists of this signature page, the Business Associated Agreement attached hereto as Appendix A, the Disclosure Statement – Services Fees, Consulting Fees and Reimbursements attached hereto as Appendix B, and the Statement(s) of Work attached hereto as Appendix C ("SOW"), and any attachments or exhibits thereto or hereto, which are incorporated in full by this reference. Each of Company and Consultant may be referred to herein as a "Party" or collectively as "Parties."

Hub International Texas, Inc.

Address for Notices:

124 Old Town Blvd North
Suite 100
Argyle, Texas 76226
ATTN: Rodney Dryden
Telephone: 940-464-4400
Email: rodney.dryden@hubinternational.com

City of Aubrey

Address for Notices:

107 S. Main Street
Aubrey, Texas 76227
ATTN: Charles Kreidler
Telephone: 940-440-9343
kreidler@aubreytx.gov

With a copy to:

Shaena Williams
Human Resource Manager
107 S. Main Street
Aubrey, Texas 76227
Telephone:940-440-9343
swilliams@aubreytx.gov

HUB INTERNATIONAL TEXAS, INC.	City of Aubrey
By: _____	By: _____
Name: Rodney Dryden	Name: Charles Kreidler
Title: Senior Vice President	Title: City Manager

TERMS AND CONDITIONS

1.0 SCOPE OF THE AGREEMENT

1.1 Services. Consultant shall perform the services described in each applicable SOW (the "Services") in accordance with this Agreement and the specifications and timeframes set forth in the applicable SOW.

1.2 Changes to Scope. Company may, from time to time, propose changes to this Agreement or any related SOW by written notice to Consultant. If Consultant agrees, the relevant SOW must be amended in writing to specify the revised terms and conditions. If such changes cause a material increase in Consultant's costs or time of performance, Consultant shall notify Company immediately and the Parties shall negotiate a reasonable pricing or adjustment in terms that shall be memorialized in an amendment to the applicable SOW.

1.3 Access. Company shall provide Consultant, if necessary and at a mutually agreed upon time, reasonable access to Company and its personnel and records to provide its Services.

2.0 TERM OF AGREEMENT AND SOWs

2.1 Term. The initial term of this Agreement is three (3) years, commencing on the Effective Date and shall continuing in force until the third anniversary of the Effective Date unless renewed or terminated as provided in this Section. Each SOW shall continue in force through the term stated in the SOW, unless renewed or terminated as provided in this Section, or as otherwise provided in the SOW.

2.2 Automatic Renewal. This Agreement and each SOW shall renew at the end of the initial term and at the end of each renewal term for successive one-year periods unless either Party provides the other Party with 90 days written notice prior to the end of the then current term of its intent to terminate this Agreement or the SOW, as applicable. If for any reason, at any time during any term of this Agreement, the Company fails to appropriate funds sufficient for the Company to fulfill its obligations under this Agreement, the Company may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery by the Company to the Consultant of written notice of the Company's intention to terminate or (ii) the last date for which funding has been appropriated by the Company for the purposes set forth in this Agreement

2.3 Material Breach. Without prejudice to any other rights or remedies which it may have, either Party shall be entitled to terminate this Agreement if a material breach of this Agreement continues and remains uncured for more than 30 days after the breaching Party is notified in writing of such material breach. Termination of this Agreement for material breach shall not discharge the Parties' obligations under any and all SOWs. Without prejudice to any other rights or remedies which it may have, either Party shall be entitled to terminate a SOW if a material breach of that SOW continues and remains uncured for more than 30 days after the breaching Party is notified in writing of such material breach. Termination of a SOW for material breach shall not discharge the Parties' obligations under any and all other SOWs or this Agreement.

2.4 Insolvency. If a Party (the "Insolvent Party") (1) has availed itself of (or been subjected by any third party to) a proceeding in bankruptcy in which the Insolvent Party is the named debtor, has made an assignment for the benefit of its creditors, has been subjected to the appointment of a receiver for the Insolvent Party, or is subject to any other proceeding involving insolvency or the protection of, or from, creditors, and (2) such action was initiated by a third party rather than the Insolvent Party, has not been discharged or terminated without any prejudice to the Insolvent Party's rights or interests under this Agreement, or the Insolvent Party has been unable to reasonably satisfy the terminating Party that it is able to perform its obligations in accordance with this Agreement and with no adverse impact to the terminating Party (each an "Insolvency Event"), then within 45 days after such Insolvency Event the other Party may terminate this Agreement and any SOW immediately upon notice to the Insolvent Party.

2.5 Continuing Obligations. Notwithstanding anything to the contrary contained in this Section, any SOW may be terminated in accordance with its terms, but any such termination shall not be interpreted to terminate this Agreement. In addition, Company or Consultant may terminate any SOW pursuant to the terms and conditions of this Agreement and such SOW, without any effect on any other SOW or this Agreement. Any termination or expiration of this Agreement or of any SOW shall be effective as of the last day of the calendar month in which such termination or expiration is to be effective.

3.0 CONSEQUENCES OF TERMINATION

3.1 Continued Performance. Following delivery of a termination or non-renewal notice pursuant to this Agreement or any SOW, but prior to the effective date of such termination or expiration, each Party shall continue to abide by the terms and conditions of this Agreement and each SOW in effect at such time and comply fully with its obligations herein and therein and neither Party shall in any way hinder or interrupt the performance of this Agreement or any SOW during any period between

the date of service of a termination or non-renewal notice and the date of actual termination or expiration.

3.2 Final Invoice. Upon termination or expiration of this Agreement or a SOW for whatever reason, Consultant shall render an invoice in respect of any Services performed since the date of the last invoice issued in accordance with this Agreement or SOW, Company shall promptly pay the undisputed amounts of such invoice, and shall provide detailed written information and reasons to Consultant with respect to any portion of the invoices that are disputed by Company, and all fees, commissions or other payments paid up-front by Company shall be considered earned by Consultant and shall not be subject to refund or offset against any other amounts payable by Company to Consultant under this Agreement or any SOW.

3.3 Prior Breach. The termination of this Agreement shall not prevent a Party from pursuing any remedies under this Agreement for a breach of this Agreement or any SOW.

3.4 Survival. Notwithstanding anything to contrary contained herein or in any SOW, Sections 3.0, 6.2, 8.0, 9.0 and 10.0 of this Agreement will survive the termination or expiration of this Agreement and of any SOW.

4.0 PRICING/FEES

Consultant shall provide Services to Company for the fees described in the applicable SOW.

5.0 INVOICES/PAYMENT

5.1 Invoicing. Unless invoicing for fees or commission is handled by insurance carriers chosen by Company, Consultant will invoice Company monthly for Services performed during the immediately preceding month, which shall be payable within 30 days after receipt by Company. Refer to Disclosure Statement – Service Fees, Consulting Fees and Reimbursements for further detail on fees or commission.

5.2 Invoice Dispute. If Company reasonably disputes the accuracy or applicability of an item set forth in an invoice, Company shall notify, in writing, Consultant of the alleged discrepancy as soon as possible after it has been discovered. Company shall not be required to pay any disputed part of an invoiced amount unless, and until, the Parties have successfully resolved the dispute. The Parties will work in good faith to resolve any disputes. Any payment of a disputed amount remitted by Company shall be made with a reservation of rights by Company.

6.0 MUTUAL REPRESENTATIONS AND WARRANTIES; DISCLAIMER

6.1 Representations and Warranties. Each Party represents and warrants the following to the other Party: (a) the Party's execution, delivery and performance of this Agreement: (i) has been authorized by all necessary corporate action, (ii) does not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject, and (iii) is not subject to the consent or approval of any third party; (b) this Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms; and (c) such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder.

6.2 **Disclaimer. The representations and warranties contained in this Agreement are in lieu of all other representations and warranties, express or implied, oral or written, and all other representations and warranties not expressly stated herein are hereby excluded and disclaimed by Consultant and Company including, but not limited to, any implied warranties of merchantability, non-infringement, and fitness or suitability for a particular purpose. Company acknowledges that, in connection with entering into this Agreement, it is not relying on any representation warranty or other statement or assurance that are not set forth in this Agreement.**

7.0 RELATIONSHIP OF THE PARTIES

7.1 Independent Contractor. Consultant is a nonexclusive independent contractor to Company. Neither Party has any authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, except as expressly so stated in a SOW. Consultant will determine the method, details and means of performing the Services. Company shall have no right to, and shall not, control the manner or determine the method of accomplishing Consultant's Services.

7.2 Not a Fiduciary. Company acknowledges that: (i) CONSULTANT shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Company's employee benefit plans; and (iii) Consultant shall perform Services pursuant to this Agreement and any SOW in a non-fiduciary capacity. Company agrees to notify v as soon as possible of any proposed amendments to the employee benefit plans' legal documents to the extent

that the amendments would affect Consultant in the performance of its obligations under this Agreement or any SOW. Company agrees to promptly submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the Services covered by this Agreement and any SOW.

8.0 DISCLAIMER OF INDIRECT DAMAGES; LIMITATION OF LIABILITY

8.1 Damages Waiver. Except for damages resulting from or arising out of the gross negligence or willful misconduct of either Party, in no event shall either Party be liable for any indirect, incidental, consequential, exemplary, punitive or special damages.

8.2 **Limitation of Liability. Unless a result of gross negligence or willful misconduct, and in recognition of the relative risks and benefits of this Agreement to both Company and Consultant, the risks have been allocated such that Company agrees, to the fullest extent permitted by law, to limit the liability of Consultant to Company for breach of Consultant's obligations under this Agreement, so that the total aggregate liability of Consultant to Company for any reason shall not exceed as a whole, the total fees received by Consultant for services rendered under this Agreement during the immediately preceding twelve (12) month period.**

8.3 No Guarantee of Results. Company acknowledges that recommendations made by CONSULTANT do not guarantee specific results. Company can elect to implement all or part of the recommendations made by Consultant at any time. Company is free to accept or reject any recommendations from Consultant as Company has the sole authority to implement any such recommendations.

8.4 Other Advisors. If Company shall retain separately other advisors, such other advisors shall be solely responsible for the accuracy and reasonableness of their work. Company acknowledges and agrees Consultant shall have no responsibility for acts or omission of such other advisors.

9.0 CONFIDENTIALITY

9.1 Confidentiality and Non-Disclosure. The Parties agree that any information or material (in whatever form, tangible or intangible) concerning them, their affiliates, their customers or clients, and each of their respective directors, officers, managers, or employees, their trade secrets, know how, financial data (including prices, fees, profits, losses, expenses, costs, revenues and projections), ideas or materials of or relating in any way to the past, present, planned or foreseeable business, products, developments, technology or activities of each respectively, shall, as between the Parties, be proprietary ("Confidential Information"). Such information shall be treated by the Parties and their personnel as confidential and shall not be disclosed by the alternate Party to any third-party or used by said alternate Party or its personnel, except to the extent necessary for the performance of the Services hereunder. All such Confidential Information shall, as between Company and Consultant, be the sole and exclusive property of the source of the Confidential Information or material. Notwithstanding anything in this Section to the contrary, the Parties may disclose Confidential Information to those of its affiliates' employees, officers, contractors, agents and representatives (collectively, "Representatives") who need to receive such Confidential Information for the purpose of complying with this Agreement or any SOW, but only after the Parties have informed them of the confidential nature of the Confidential Information and has directed them to treat such Confidential Information confidentially in accordance with the terms of this Agreement. Each Party shall be liable for any breach by its Representatives of the confidentiality obligations under this Agreement or any SOW.

9.2 Exclusions and Exceptions. Confidential Information shall exclude information that: (i) was known to the recipient before receipt from the other Party, (ii) is or becomes publicly available through no fault of the other Party or breach of its confidentiality obligations under this Agreement, (iii) is rightfully received by the other Party from a third party without a duty of confidentiality, or (iv) is independently developed by either Party without use or reference of the Confidential Information. If any Party is legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, said Party or its agents may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which its bona fide legal counsel advises is legally required to be disclosed, provided that said Party exercises commercially reasonable efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with the alternate Party to obtain (at said Party's expense) an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

9.3 Consultant acknowledges it is subject to the Texas Open Records Act. However, certain types of information may be exempt from disclosure under the Act. Consultant shall submit information, which it deems confidential or proprietary, must clearly mark and identify

such information page by page. Company, as allowed by applicable law, will make a good faith effort to protect such information from disclosure. The final decision as to what information must be disclosed under the Open Records Act lies with the Texas Attorney General.

10.0 GENERAL

10.1 Assignments. Except as provided otherwise in this Section, neither Party shall subcontract, assign, or otherwise transfer any rights or delegate any obligation under this Agreement without the prior written consent of the other Party. Any purported assignment made without such consent is void. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement without consent to a third party that purchases all or substantially all of the assets of such assigning party and agrees to assume and be bound by the terms of this Agreement. Upon acceptance of the assignment and the assumption of the duties and liabilities by the assignee, the assignor is released and discharged, to the extent of the assignment, from all further duties and liability under this Agreement except for assignor's obligations of confidentiality and any obligations or liabilities that arose prior to the assignment. This Agreement is binding upon the Parties' respective successors and permitted assigns.

10.2 Notice. Except as otherwise provided in any SOW, all notices, designations, consents or other formal communications shall be given in writing and delivered in person, by reputable overnight courier, or by U.S. mail to that Party's address first set forth above in the signature page, or to such other address as the Party shall have previously provided. Except as otherwise provided in any SOW, notices will be effective, as the case may be, on the date personally delivered, or one (1) Business Day after being sent by reputable overnight courier, or three (3) days after deposit in the U.S. mail, postage prepaid.

10.3 Force Majeure. No failure, delay or default in performance of any obligation of Consultant in this Agreement or any SOW shall constitute an event of default or breach of this Agreement or such SOW to the extent that such failure, delay or default in performance arises out of a fire, flood, earthquake, tornado, hurricane, wind or other natural disaster or act of God; war, terrorism, riot or civil disorder; strike, lockout or other labor dispute; embargo, quarantine or similar governmental action; or any other event outside of the reasonable control of CONSULTANT. Failure, delay, or default in performance of any obligation of Consultant shall only be excused as an event of force majeure described in this paragraph if Consultant sends written notice to Company within fifteen (15) days of the start of the event of force majeure: (a) stating the obligation that Consultant cannot perform due to the event of force majeure; (b) describing in detail the event of force majeure that is preventing performance; and (c) providing a date by which Consultant reasonably expects to be able to perform and the length of the force majeure event.

10.4 Entire Agreement. This Agreement (including any exhibits and schedules and SOWs hereto) constitutes the entire agreement between the Parties. This Agreement supersedes any prior agreement(s) between Consultant and Company regarding the Services. The captions used herein are for convenience of reference only and do not define or limit the scope, content, or meaning of the provisions contained herein.

10.5 Governing Law. This Agreement shall be governed by, and its provisions construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions, except to the extent preempted by federal law. The exclusive venue for any formal legal action under this Agreement shall be Denton County, Texas.

10.6 Severability. Provisions of this Agreement shall be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will be deemed deleted from the Agreement as if such provision had never been contained herein. This Agreement's remaining provisions will stay in effect.

10.7 Amendment; Waiver; Remedies Cumulative. No waiver of any of the provisions of this Agreement shall be binding upon the Parties unless made in writing and duly executed by the Party granting such waiver. No delay or omission by either Party in exercising any right or power accruing to it upon the non-compliance or failure of performance by another Party under the provisions of this Agreement shall impair any right or power or be construed to be a waiver. A waiver by any Party of a breach of any of the obligations, conditions or agreements to be performed by another Party shall not be construed as a waiver of any succeeding breach of the same or other obligations, agreements or conditions. All remedies afforded by this Agreement for a breach hereof shall be cumulative; other equitable and statutory remedies, and other remedies expressly set forth in this Agreement, are available to either Party with regard to this Agreement. No modification or amendment to this Agreement or any SOW shall be valid unless made in writing and signed by all Parties.

10.8 Further Assurances. The Parties shall cooperate with each other and execute and deliver to the other Party such forms and documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm the other Party's

rights or obligations or as may be reasonably necessary or helpful to give effect to the provisions of this Agreement.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. Signatures delivered by fax, email, or other electronic means shall be sufficient and binding and shall be treated as originals for purposes of this Agreement and any SOW.

APPENDIX A

Business Associate Agreement

This Business Associate Agreement (the "Agreement"), effective as of October 1, 2024 (the "Effective Date"), is entered into by and between City of Aubrey ("Covered Entity") and Hub International Texas, Inc. ("Business Associate").

RECITALS:

A. Covered Entity is a "covered entity" under the federal Health Insurance Portability and Accountability Act of 1996 (the "Act"), Public Law 104-191, as modified by the Titles of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, known as the "Health Information Technology for Economic and Clinical Health Act" ("HITECH Act"), and the regulations promulgated thereunder and codified at 45 CFR Parts 160 and 164 (such regulations together with the Act and HITECH Act, collectively, "HIPAA").

B. As a "covered entity," Covered Entity must obtain reasonable and adequate assurances that any of its contractors who obtain, create, transmit, or maintain Protected Health Information (as defined below) on its behalf will abide by certain restrictions prescribed by HIPAA in the course of providing services.

C. Business Associate provides the services (the "Services") specified on Appendix B of the Consulting Agreement dated as of even date herewith (the "Underlying Agreement") pursuant to the Underlying Agreement, and in the course of performing the Services Business Associate may have access to and require use of Protected Health Information.

D. Covered Entity and Business Associate desire to enter into this Agreement to ensure that Business Associate's access to and use or disclosure of Protected Health Information complies fully with the requirements of HIPAA.

THEREFORE, the parties agree as follows:

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the meaning given to them in HIPAA, except that the following terms shall be hereinafter defined as follows:

(a) "Business Associate" shall generally have the same meaning as the term "business associate" defined at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Business Associate named above.

(b) "Covered Entity" shall generally have the same meaning as the term "covered entity" defined at 45 CFR 160.103, and in reference to this Agreement, shall mean the Covered Entity named above.

(c) "HIPAA Rules" shall mean the *Standards for Privacy of Individually Identifiable Health Information* found at 45 CFR Part 160; Part 164, Subparts A and E (the "Privacy Rule"), the *Security Standards for the Protection of Electronic Protected Health Information*, found at 45 CFR Part 160; Part 164, Subparts A and C (the "Security Rule"), the breach notification regulations, found at 45 CFR 164.400-414 (the "Breach Notification Rule"), and the Enforcement Rule, found at 45 CFR Part 160, Subparts C, D, and E.

(d) "Protected Health Information" or "PHI" shall generally have the same meaning as the term "protected health information" defined at 45 C.F.R. 160.103, limited to the PHI exchanged by the parties pursuant to this Agreement.

(e) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

(a) Use and Disclosure. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Compliance with Security Rule. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

(c) Report of Unpermitted Uses and Disclosures; Breach. Business Associate shall report to Covered Entity, no later than ten (10) days after discovery, any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident. Business Associate shall help Covered Entity mitigate the effective of any unpermitted use or disclosure, including a Breach or Security Incident, and shall be financially responsible to Covered Entity for all costs and fees related to Covered Entity's performing under the breach notification requirements.

(d) Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

(e) Individuals' Access to PHI. Business Associate shall make PHI contained in a Designated Record Set available to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

(f) Amendment of PHI. At the direction of Covered Entity, Business Associate shall amend PHI in a Designated Record Set as agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

(g) Accounting of Disclosures. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

(h) Compliance with the Privacy Rule. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

(i) Books and Records. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Uses and Disclosures to Conduct the Services. Business Associate may only use or disclose PHI as necessary for Business Associate to provide the Services to Covered Entity, as further described in the Underlying Agreement. Business Associate shall use and disclose PHI consistent with the scope and limitations of the Underlying Agreement.

(b) Uses and Disclosures Required by Law. Business Associate may use or disclose PHI as Required by Law.

(c) Uses and Disclosures; the Privacy Rule. Business Associate may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, except as set forth in Section (d) below.

(d) Business Associate's Management and Administration; Legal Responsibilities. Business Associate may use PHI for its own proper management and administration or to carry out its own legal responsibilities. Additionally, Business Associate may disclose PHI for its own proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

(e) Minimum Necessary. Business Associate shall use, disclose and request only the minimum amount of PHI necessary, and shall comply with any of Covered Entity's minimum necessary policies that are provided to Business Associate by Covered Entity. Business Associate shall comply with any future guidance published by the Department of Health and Human Services.

4. TERM AND TERMINATION

(a) Term. Unless sooner terminated in accordance with Sections 4(b) or 5(c) below, the Term of this Agreement shall begin on the Effective Date and shall continue in force until the third anniversary of the Effective Date unless renewed or upon termination or expiration of the Underlying Agreement. If for any reason, at any time during any term of this Agreement, the Covered Entity fails to appropriate funds sufficient for the Covered Entity to fulfill its obligations under this Agreement, the Covered Entity may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery by the Covered Entity to Business Associate of written notice of the Covered Entity's intention to terminate or (ii) the last date for which funding has been appropriated by the Covered Entity for the purposes set forth in this Agreement.

(b) Termination for Cause. Covered Entity may elect to terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement and Business Associate fails to cure the breach or end the violation to the satisfaction of Covered Entity within thirty (30) days of being notified of such breach or violation.

(c) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from, or created, maintained, or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form. If Business Associate believes that return or destruction of PHI is not feasible, Business Associate shall notify Covered Entity. If Covered Entity agrees that the return or destruction of such PHI is infeasible, Business Associate may retain such PHI, provided that Business Associate continues to comply with the provisions of this Agreement for so long as it maintains such PHI and further limits uses and disclosures of such PHI to those purposes that make return or destruction infeasible.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

5. MISCELLANEOUS

(a) Independent Contractors. At all times, Business Associate will be acting as an independent contractor engaged by Covered Entity to perform the Services. Nothing contained in this Agreement shall be construed to create an employment relationship, partnership or joint venture or to authorize Business Associate to act as a general or special agent, except as specifically set forth in this Agreement or any other agreement between the parties.

(b) INDEMNIFICATION. BUSINESS ASSOCIATE AND ITS SUCCESSOR AND ASSIGNS HEREBY AGREES TO DEFEND INDEMNIFY AND HOLD HARMLESS COVERED ENTITY AND COVERED ENTITY'S OFFICERS, ELECTED OFFICIALS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, FINES, PENALTIES, LIABILITIES, DEMANDS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES) ARISING IN CONNECTION WITH OR OTHERWISE RELATED TO (A) BUSINESS ASSOCIATE'S BREACH OF THIS AGREEMENT OR (B) ANY ACTS OR OMISSIONS OF BUSINESS ASSOCIATE OR ANY OF BUSINESS ASSOCIATE'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS OR AGENTS ARISING OUT OR RELATED TO ANY UNPERMITTED USE OR DISCLOSURE OF PHI OR A VIOLATION OF THE HIPAA RULES. THIS SECTION WILL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS PROVISION SHALL REMAIN EFFECTIVE AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, SO LONG AS THE EVENT FOR WHICH THE INDEMNIFICATION IS NEEDED OCCURRED PRIOR TO SUCH EXPIRATION OR TERMINATION. PURSUANT TO THIS PROVISION, LEGAL COUNSEL RETAINED UNDER THIS INDEMNITY PROVISION SHALL BE RETAINED WITHIN TEN (10) DAYS FROM THE DATE OF SERVICE OF PROCESS OF A LAWSUIT.

(c) Compliance with HIPAA. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA. In the event of any amendment or modification to the HIPAA Rules or any other statutory requirement, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after thirty (30) days of negotiations, the terms of this Agreement fail to comply with the HIPAA Rules or other statutory requirements, then this Agreement shall immediately terminate.

(d) No Rights in Third Parties. Except as expressly stated herein or the HIPAA Rules, the parties do not intend to create any rights in any third parties.

(e) Conflict with Underlying Agreement. In the event of an inconsistency between the provisions of this Agreement and any applicable Underlying Agreement, the terms of this Agreement shall control.

(f) Amendment. This Agreement may be amended or modified only in a writing signed by the parties.

(g) Assignment. No party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party.

(h) Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

(i) Governing Law. This Agreement shall be governed by the laws of the State of Texas. The exclusive venue for any formal legal action under this Agreement shall be Denton County, Texas.

(j) Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

(k) Counterparts. This document may be executed in counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

COVERED ENTITY:

City of Aubrey

By: _____

Name: Charles Kreidler

Title: City Manager

BUSINESS ASSOCIATE:

Hub International Texas, Inc.

By: _____

Name: Rodney K. Dryden

Title: Senior Vice President

APPENDIX B

Disclosure Statement

Service Fees, Consulting Fees and Reimbursements

Our agency may provide certain services that you request or that are necessary to place or maintain your insurance. Sections 550.001, 4005.003 and 4005.004 of the Texas Insurance Code authorize us to charge a fee for services if we obtain your written consent prior to providing the service or incurring the expense. In addition, commission we may receive from insurance companies may also apply for lines of business unrelated to consulting fees. The purpose of this Disclosure Statement is to provide transparency at all times and to comply with those requirements regarding disclosure of commission amounts indicated below as compensation for the services provided or expenses incurred, above and beyond our consulting fees.

Services and Insurance Products	**Fee or Commission for Each Service**
Medical Consulting Services	$2000 Monthly Consulting Fee
Consulting Fee Billing Option (check one)	X□ HUB International to invoice □ Carrier or TPA to invoice
Pharmacy Benefit Manager Services	Included
Stop Loss Policy Placement & Service	Included
Dental Insurance	10% Commission
Vision Insurance	10% Commission
Employer-Paid Life Insurance	15% Commission
Voluntary Life Insurance	15% Commission
Long-Term Disability Insurance	15% Commission
Short-Term Disability Insurance	15% Commission
Long-Term Care Insurance	Commission varies by carrier, product, & year.
Employee Assistance Program (EAP)	0% Commission
Supplemental / Worksite Products	Commission varies by carrier, product, & year.

Our agency prides itself on being an industry leader in transparency with our clients. Medical Plan Consulting Fees may be billed by a medical carrier or TPA, and/or by HUB International Texas, Inc. as noted above. The Company acknowledges that Consultant may at times receive commissions, guaranteed supplemental commissions, profit sharing payments, bonuses, override commissions, or other profit-, volume- or incentive-based non-standard payments from insurance carriers. The Company further acknowledges that it has read and understands the "How We Get Paid" disclosure document available at hubinternational.com. [Upon request by the Company, the Consultant will promptly provide to the Company an accounting with respect to (i) the commissions the Advisor received, or expects to receive, from any insurance carrier based in whole or in part upon the placement of insurance policies on behalf of the Company and (ii) the compensation that the Consultant expected to receive from any insurance carrier on any alternative quotes the Consultant may have received on behalf of the Company.] The Company's entry into this Agreement does not obligate the Company to purchase an insurance product through the Consultant.

The undersigned hereby acknowledges and agrees that the above commissions and fees have been mutually agreed upon and will be payable to HUB International Texas, Inc.

City of Aubrey

By: _____

Name: _____

Title: _____

Date: _____

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Consider and take action on approving a purchase in the amount of $127,703.74 from THI Water Well for emergency repairs to the Rockhill Water Well.

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

Summary
The Rockhill Water Well failed in March 2024. THI Water Well was called in to make an emergency repair to the well. It was discovered that the well pump and motor needed to be replaced. Once the new pump and motor were delivered, THI began installing the pump and motor. During the installation, the threads on the column pipe tore and the well pump and motor were dropped into the well.

THI worked to retrieve the pump and motor until it was retrieved on May 3, 2024. The pump and motor were damaged beyond repair. THI ordered a second pump and motor, new column pipe and cabling. THI installed the new equipment but was not able to keep the site running. This new equipment is onsite, and THI is requesting payment for the equipment.

Further repairs will continue until the well is back in service. The anticipated time frame is August 1st.

Financial Summary
Funds are available from the Water Improvement Bond savings.

Staff Recommended Motion
Approve

Conditions
N/A

Memo

To: Charles Kreidler, City Manager

From: Leanne Wilson, Director of Public Works and Development Services

RE: Rockhill Water Well Emergency Repair

On March 6, 2024, the Rockhill Water Well failed. As you are aware we also have the Faulkner Water Well out of service. With both wells out of service we will not be able to meet the upcoming summer pumping demands.

THI Well Service was called for an emergency repair. The estimated cost of repair is $125,000. Please let me know if you need any additional information.

THI Water Well
PO Box 1419
Bowie, TX 76230
940-872-6633

INVOICE

BILL TO
City of Aubrey
107 South Main Street
Aubrey, TX 76227

INVOICE # 3514
DATE 05/22/2024

TERMS Due on receipt

SERVICE DATE	WELL LOCATION	POINT OF CONTACT
May 2024	Rock Hill Rd 4 Job 10649	Steven

DESCRIPTION	QTY	RATE	TOTAL	AFE/CC/PO#
SERVICE CHARGES				
This is for the equipment originally quoted for the job at Rock Hill rd. The only change is for the new pipe we replaced and we lowered the pump setting.				
Rig Time	2.50	3,500.00	8,750.00	
Electrical Installation of drive	1	12,090.00	12,090.00	
Camera Survey	1	3,000.00	3,000.00	
MATERIAL CHARGES				
SME Motor - 70 hp	1	11,142.00	11,142.00	
Gicon Pump - 2200 @ 980 tdh	1	11,354.74	11,354.74	
Wire - 1/0	1,000	28.32	28,320.00	
Column Pipe - 4"	1,115	25.00	27,875.00	
Check Valve(s) - 4"	2	700.00	1,400.00	
Phase Tech 70 hp drive & filter w/surge protection	1	23,324.00	23,324.00	
Air Line	1,120	0.40	448.00	

REGULATED BY:
THE TEXAS DEPT. OF LICENSING
AND REGULATION
P.O. BOX 12157
AUSTIN, TX 78711
800-803-9202
512-463-7880

SUBTOTAL	127,703.74
TAX	0.00
TOTAL	127,703.74
BALANCE DUE	**$127,703.74**

Payable in Bowie, TX. Terms: Due Upon Receipt 1 1/2% Interest Charged After Maturity

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Presentation, hold discussion and provide direction regarding future consideration of a Cost of Living Adjustment (COLA) and updated service credit to the City TMRS plan.

Staff Contact
Shaena Williams, Human Resources
swilliams@aubreytx.gov
940-440-9343

Summary
Anthony Mills from TMRS, will present options to include a COLA and updated service credit to the City's plan. This information will be included in the final budget workshop that is to be scheduled.

Financial Summary

Staff Recommended Motion

Conditions
N/A

Comparison of Alternate Plan Design(s)

FOR CITIES

2025 Rates • Aubrey

June 14, 2024

Plan Provisions	Current	Option 1	Option 2	Option 3
Employee Contribution Rate	7%	7%	7%	7%
City Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit (USC)	None	100% (Repeating)	50% (Repeating)	50% (Repeating)
Transfer USC *	No	No	No	No
COLA	None	70% (Repeating)	70% (Repeating)	70% (Repeating)
Retroactive COLA	No	Yes	Yes	No
Retirement Eligibility Any Age	20 years	20 years	20 years	20 years
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees	Actives + Retirees	Actives + Retirees
Contribution Rates	**2025**	**2025**	**2025**	**2025**
Normal Cost Rate	6.00%	10.84%	9.41%	9.26%
Prior Service Rate	-0.15%	3.28%	2.21%	1.99%
Retirement Rate	**5.85%**	**14.12%**	**11.62%**	**11.25%**
Supplemental Death Rate	0.13%	0.13%	0.13%	0.13%
Total Contribution Rate	**5.98%**	**14.25%**	**11.75%**	**11.38%**
Unfunded Actuarial Liability	$-265,431	$3,213,777	$2,170,470	$1,947,132
Funded Ratio	103.4%	71.8%	79.0%	80.8%
Benefit Increase Amortization Period	20 years	20 years	20 years	20 years
Stat Max	13.50%	13.50%	13.50%	13.50%
Retirement Rate Exceeds Stat Max	No	Yes	No	No

* As of the December 31, 2023 valuation date, there were 26 employees with service in other TMRS cities eligible for transfer USC.

Comparison of Alternate Plan Design(s)

FOR CITIES

2025 Rates • Aubrey

June 14, 2024

Plan Provisions	Current	Option 4	Option 5	Option 6
Employee Contribution Rate	7%	7%	7%	7%
City Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit (USC)	None	50% (Repeating)	50% (Repeating)	50% (Repeating)
Transfer USC *	No	No	No	No
COLA	None	50% (Repeating)	50% (Repeating)	30% (Repeating)
Retroactive COLA	No	Yes	No	No
Retirement Eligibility Any Age	20 years	20 years	20 years	20 years
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees	Actives + Retirees	Actives + Retirees
Contribution Rates	**2025**	**2025**	**2025**	**2025**
Normal Cost Rate	6.00%	8.77%	8.61%	8.01%
Prior Service Rate	-0.15%	1.75%	1.56%	1.16%
Retirement Rate	**5.85%**	**10.52%**	**10.17%**	**9.17%**
Supplemental Death Rate	0.13%	0.13%	0.13%	0.13%
Total Contribution Rate	**5.98%**	**10.65%**	**10.30%**	**9.30%**
Unfunded Actuarial Liability	$-265,431	$1,718,454	$1,526,801	$1,139,476
Funded Ratio	103.4%	82.6%	84.3%	87.8%
Benefit Increase Amortization Period	20 years	20 years	20 years	20 years
Stat Max	13.50%	13.50%	13.50%	13.50%
Retirement Rate Exceeds Stat Max	No	No	No	No

* As of the December 31, 2023 valuation date, there were 26 employees with service in other TMRS cities eligible for transfer USC.

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Consideration and action on an Ordinance regarding the 2024-2025 annual service plan update to the Service and Assessment Plan for the Winn Ridge South Public Improvement District and providing an effective date.

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

Summary
Municap, the City's PID administrator, has prepared the Annual Service Plan updates for the City's PIDs including Winn Ridge South, Jackson Ridge and Keeneland. The PID Act requires all Service and Assessment Plans and Annual Service Plan Updates to be approved through City ordinance to be filed with the county clerk not later than 7 days after the date the City Council approves the annual service plan update. Municap will also provide an overview of the positive impact of savings achieved from refunding of the Jackson Ridge PID bonds earlier in the year.

Financial Summary

Staff Recommended Motion
Approve

Conditions
N/A

CITY OF AUBREY, TEXAS

ORDINANCE NO. 856-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ACCEPTING AND APPROVING AN UPDATE OF THE ANNUAL SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE CITY OF AUBREY WINN RIDGE SOUTH PUBLIC IMPROVEMENT DISTRICT ("WINN RIDGE") IN COMPLIANCE WITH CHAPTER 372 (AUTHORIZED IMPROVEMENT ASSESSMENT); MAKING AND ADOPTING FINDINGS; PROVIDING FOR THE INCORPORATION OF FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR WINN RIDGE ATTACHED AS EXHIBIT "A" HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 21, 2017, after due notice, the City Council of the City of Aubrey, Texas (the "City Council") held the public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act ") and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 764-17 adopted by a majority of the members of the City Council, authorized the PID in accordance with its finding as to the advisability of the public improvements and services; and

WHEREAS, after notice and a public hearing conducted in the manner required by law on May 16, 2017, and continued to June 20, 2017, the City Council adopted Ordinance No. 614-17 (the "Assessment Ordinance"); and

WHEREAS, Section 372.013 of the PID Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit "A" hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the Updated Assessment Roll attached thereto,

inconformity with the requirements of the PID Act, for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

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

SECTION 1. INCORPORATION OF FINDINGS. The findings and determinations set forth in the preambles above are incorporated herein for all purposes and are hereby adopted.

SECTION 2. ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL. The Annual Service Plan Update and Updated Assessment Roll attached hereto as Exhibit "A" are hereby accepted and approved and compliance with the PID Act in all matters is required.

SECTION 3. CUMULATIVE REPEALER. That 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 4. SEVERABILITY. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5. ENGROSSMENT AND ENROLLMENT. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon its passage and publication as required by law. The City Secretary is directed to publish the caption of this Ordinance as required law.

DULY PASSED AND APPROVED by the City Council of the City of Aubrey, Texas this 25th day of July, 2024.

_____
Chris Rich, Mayor

ATTEST:

_____
Jenny Huckabee, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Chris Rich, Mayor of the City of Aubrey, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

_____
Notary Public, State of Texas

WINN RIDGE SOUTH
PUBLIC IMPROVEMENT DISTRICT

CITY OF AUBREY, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/24 -8/31/25)

AS APPROVED BY CITY COUNCIL ON:
JULY 25, 2024

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

WINN RIDGE SOUTH
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/24 -8/31/25)

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APPENDIX E – PID ASSESSMENT NOTICE

I. INTRODUCTION

The Winn Ridge South Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council of Aubrey (the "City Council") on March 21, 2017 to finance certain public improvement projects for the benefit of the property in the PID.

On August 22, 2017 the City of Aubrey (the "City") approved issuance of the City of Aubrey, Texas Assessment Revenue Bonds, Series 2017 (Winn Ridge South Public Improvement District Project) (the "Series 2017 Bonds") in the aggregate principal amount of $8,000,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for the Authorized Improvements. This document is the annual update of the Service and Assessment Plan for 2024-25 (the "Annual Service Plan Update").

The City also adopted the Assessment Roll identifying the assessments on each Parcel of Assessed Property within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for Annual Installments to be collected for 2024-25.

Effective September 1, 2021, the Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix E and copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situation described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID Assessment Notice. The PID Assessment Notice shall be given to a prospective purchase before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller provided the required notice, the purchaser, subject to certain exceptions described in the PID act, is entitled to terminate the contract.

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms not defined in this Annual Service Plan Update shall have the meanings assigned to them in the Service and Assessment Plan.

(the remainder of this page is intentionally left blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Authorized Improvements Sources and Uses

Pursuant to the Service and Assessment Plan adopted on March 21, 2017, the initial total estimated costs of the Authorized Improvements, including Series 2017 Bond issuance costs, were equal to $8,997,855. According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2021 the updated estimated costs of the Authorized Improvements were $9,115,518.

According to the Developer's Quarterly Improvement Implementation Report dated June 30, 2021, the sub-phase #1 of development water distribution system and sanitary sewer Improvements were completed and accepted by the City as of June 7, 2019. In addition, the sub-phase #1 of development road and storm drainage Improvements were completed and accepted by the City on June 28, 2019.

According to the Developer's Quarterly Improvement Implementation Report dated June 30, 2021, the sub-phase #2 of development Road and Storm drainage Improvements were completed and accepted by the City as of December 15, 2020. In addition, the sub-phase #2 of development water distribution system and sanitary sewer Improvements were completed and accepted by the City on January 21, 2021.

Table II-A-1 on the following page summarizes the updated sources and uses of funds required to (1) construct the Authorized Improvements, (2) establish the PID, and (3) issue the Series 2017 Bonds.

For additional Authorized Improvement development-related information, refer to the link below:

https://emma.msrb.org/P11510048-P11169000-P11584616.pdf

(the remainder of this page is intentionally left blank)

Table II-A-1
Updated Sources and Uses – Authorized Improvement Area

Sources of Funds	Initial Estimated Budget	Actual Cost	Variance
Bond par amount	$8,000,000	$8,000,000	$0
Other funding sources	$997,854	$1,115,516	$117,662
Total Sources	**$8,997,854**	**$9,115,516**	**$117,662**
Uses of Funds			
Sub-phase #1 Authorized Improvements			
Road improvements	$1,516,776	$1,726,912	$210,136
Water distribution system improvements	$390,240	$310,572	($79,668)
Sanitary sewer improvements	$294,733	$266,966	($27,767)
Storm drainage improvements	$539,000	$523,061	($15,939)
Landscaping and screening improvements	$142,950	$60,408	($82,542)
Other soft and miscellaneous costs	$400,511	$396,290	($4,221)
Estimated PID establishment costs	$141,086	$141,086	($0)
Subtotal	*$3,425,296*	*$3,425,295*	*($1)*
Sub-phase #2 Authorized Improvements			
Road improvements	$1,630,116	$2,022,685	$392,569
Water distribution system improvements	$397,721	$268,624	($129,097)
Sanitary sewer improvements	$350,416	$277,320	($73,096)
Storm drainage improvements	$651,000	$605,596	($45,404)
Landscaping and screening improvements	$142,950	$0	($142,950)
Other soft and miscellaneous costs	$462,077	$577,718	$115,641
Estimated PID establishment costs	$170,431	$170,431	$0
Subtotal	*$3,804,711*	*$3,922,374*	*$117,663*
Bond issuance costs	$1,767,847	$1,767,847	$0
Total Uses	**$8,997,854**	**$9,115,516**	**$117,662**

1- According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2021.

Authorized Improvements Cost Variances

According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2021, there has been an increase in costs of $117,662. The increase in costs of the Authorized Improvements were funded by the Developer.

B. Five Year Service Plan

According to the PID act, a service plan must cover a period of five years.

For additional development related details, please refer to the link provided in Section II.A. of this report.

The actual costs for the Authorized Improvements are shown in Section II.A of this report, and the Annual Installments to be collected during the next five years are shown in Table II-B-1 on the following page.

Table II-B-1
Annual Projected Costs and Annual Projected Indebtedness (2019-2030)

Assessment Year Ending 09/01[1]	PID Projected Annual Installments
2019-24	$3,855,795
2025	$659,332
2026	$690,916
2027	$686,954
2028	$687,710
2029	$686,625
2030	$689,890
Total	**$7,957,222**

1 - Annual Installment amounts due for assessment years ending 2025 and prior represent actual Annual Installment amounts billed or to be billed. Assessment Years 2026 through 2030 represent projected future Annual Installments and do not include any available credits nor applicable TIRZ credits, if any.

C. Status of Development

According to the City, greater than 95 percent of the total building permits expected to be issued within the PID have been issued as of June 30, 2022. Pursuant to Section 4.(a)(iv) of the Continuing Disclosure Agreement of the Issuer, the City is no longer responsible for reporting the number of new homes completed in the PID in the Annual Service Plan Update.

D. Annual Budget

Annual Installments – 2024-25

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty-one Annual Installments of principal and interest beginning with the tax year following the issuance of the Series 2017 Bonds, of which twenty-three (23) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series 2017 Bonds commencing with the issuance of the Bonds. The effective interest rate on the Series 2017 Bonds is 6.15 percent per annum for 2024-25. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Series 2017 Bonds (6.15 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2024 and will be delinquent on February 1, 2025.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2024-25 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears

to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Series 2017 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Annual Installments to be Collected for 2024-25

The budget for the PID will be paid from the collection of Annual Installments collected for 2024-25 as shown in Table II-D-1 below.

Table II-D-1
Budget for the Annual Installments to be Collected for 2024-25

Description	Series 2017 Bonds
Interest payment on March 1, 2025	$225,123
Interest payment on September 1, 2025	$225,123
Principal payment on September 1, 2025	$155,000
Subtotal debt service on bonds	*$605,247*
Administrative Expenses	$27,500
Excess interest for prepayment and delinquency reserves	$36,586
Subtotal Expenses	*$669,332*
Available Reserve Fund Income	($10,000)
Available Capitalized Interest Funds	$0
Available Administrative Expense Funds	$0
Subtotal funds available	*($10,000)*
Annual Installments	**$659,332**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2025 in the amount of $225,123 and on September 1, 2025 in the amount of $225,123, which equal interest on the outstanding Series 2017 Assessments balance of $7,317,191 for six months each and an effective interest rate of 6.15 percent. Annual Installments to be collected include a principal amount of $155,000 due on September 1, 2025. As a result, total principal and interest due for the Assessments in 2024-25 is estimated to be equal to $605,247.

Administrative Expenses

Administrative expenses include the City, Trustee, Administrator, Dissemination Agent, and contingency fees. As shown in Table II-D-below, the total administrative expenses to be collected for 2024-25 are estimated to be $27,500.

Table II-D-2
Administrative Budget Breakdown

Description	2024-25 Estimated Budget (9/1/24-8/31/25)
City	$3,000
PID Administrator	$18,000
Trustee	$4,000
Dissemination Agent	$2,500
Contingency	$0
Total	**$27,500**

Excess Interest for Prepayment and Delinquency Reserve

Annual Installments to be collected for excess interest for prepayment and delinquency reserves are $36,586, which equals 0.5 percent interest on the outstanding Assessments balance of $7,317,191.

Available Reserve Fund Income

As of May 31, 2024, there has been approximately $50,509 in excess reserve fund income earned above the reserve fund requirement. As a result, a pro rata portion of the excess reserve fund income in the amount of $10,000 is available to be applied as a credit to reduce the 2024-25 Annual Installment.

Available Capitalized Interest Account

As of May 31, 2024, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of May 31, 2024, the balance in the Administrative Expense Fund was $42,991. This balance is anticipated to be used for the payment of current year administrative expenses and contingency through January 31, 2025. As a result, there is no credit to reduce the budgeted administrative expense portion of the 2024-25 Annual Installment.

E. Annual Installments per Unit

According to the Updated Service and Assessment Plan, 340 units are expected to be built within the PID. According to Trustee records, one residential unit has prepaid their Assessment in full. As a result, the total Outstanding Units is 339 (340 – 1 = 339). Accordingly, the net principal and interest portion of Annual Installment to be collected from each unit will be $1,863.81 (i.e. ($605,247 + $36,586 - $10,000) ÷ 339 = $1,863.81). The net administrative expenses to be collected from each unit will be $81.12 (i.e. ($27,500 ÷ 339 = $81.12). As a result, the total Annual Installment to be collected from each unit within the PID will be $1,944.93 (i.e. $1,863.81 + $81.12 = $1,944.93). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each unit of $1,944.93 by the total estimated units for each Parcel.

The Annual Installment due to be collected from each Land Use Class in 2024-25 is shown in Table II-E-1 below.

Table II-E-1
Annual Installment Per Unit

Land Use Class	Annual Installment Per Unit
50 Ft	$1,944.93

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding total units, the total outstanding Assessment, the annual principal and interest, the administrative expenses, and the Annual Installment to be collected for 2024-25 are shown in the Assessment Roll Summary attached hereto as Appendix D.

F. Bond Redemption Related Updates

The Series 2017 Bonds were issued in 2017. Pursuant to Section 4.3 (a) of each respective Indenture, the City reserves the right and option to redeem the Series 2017 Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2027**, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Series 2017 Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the City accordingly.

III. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

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IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Rolls shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

The summary of updated Assessment Rolls is shown in Appendix D of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.
B = the Assessment for the Parcel prior to subdivision.
C = the estimated units to be built on each newly subdivided Parcel
D = the sum of the estimated units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to DCAD online records, a final plat for one hundred and sixty-six (166) residential Parcels was recorded on June 26, 2019 for sub-phase #1 as shown in the 2021-22 Annual Service Plan Update. According to DCAD online records, Parcel 753118 was subdivided in 2020 into one hundred and sixty-six Parcels and is no longer active. The subdivided Parcels were officially recognized within the county's official roll in 2020. As a result, individual Parcels within sub-phase #1 of development were individually billed Annual Installments beginning in tax year 2020 as shown in the 2021-22 Annual Service Plan Update.

According to DCAD online records, a final plat for one hundred and seventy-four (174) residential Parcels was recorded on January 1, 2021 for sub-phase #1 as shown in the 2021-22 Annual Service

Plan Update. According to DCAD online records, Parcel 38577 was subdivided in 2021 into one hundred and seventy-four Parcels and is no longer active. The subdivided Parcels were officially recognized within the county's official roll in 2021. As a result, individual Parcels within sub-phase #2 of development were individually billed Annual Installments beginning in tax year 2021 as shown in the 2021-22 Annual Service Plan Update.

B. Prepayment of Assessments

As of May 31, 2024, one Parcel has prepaid their Assessment in full. See Appendix B for more information related to this parcel.

The complete Assessment Rolls are available for review at the City Hall, located at 107 S. Main Street, Aubrey, Texas 76227.

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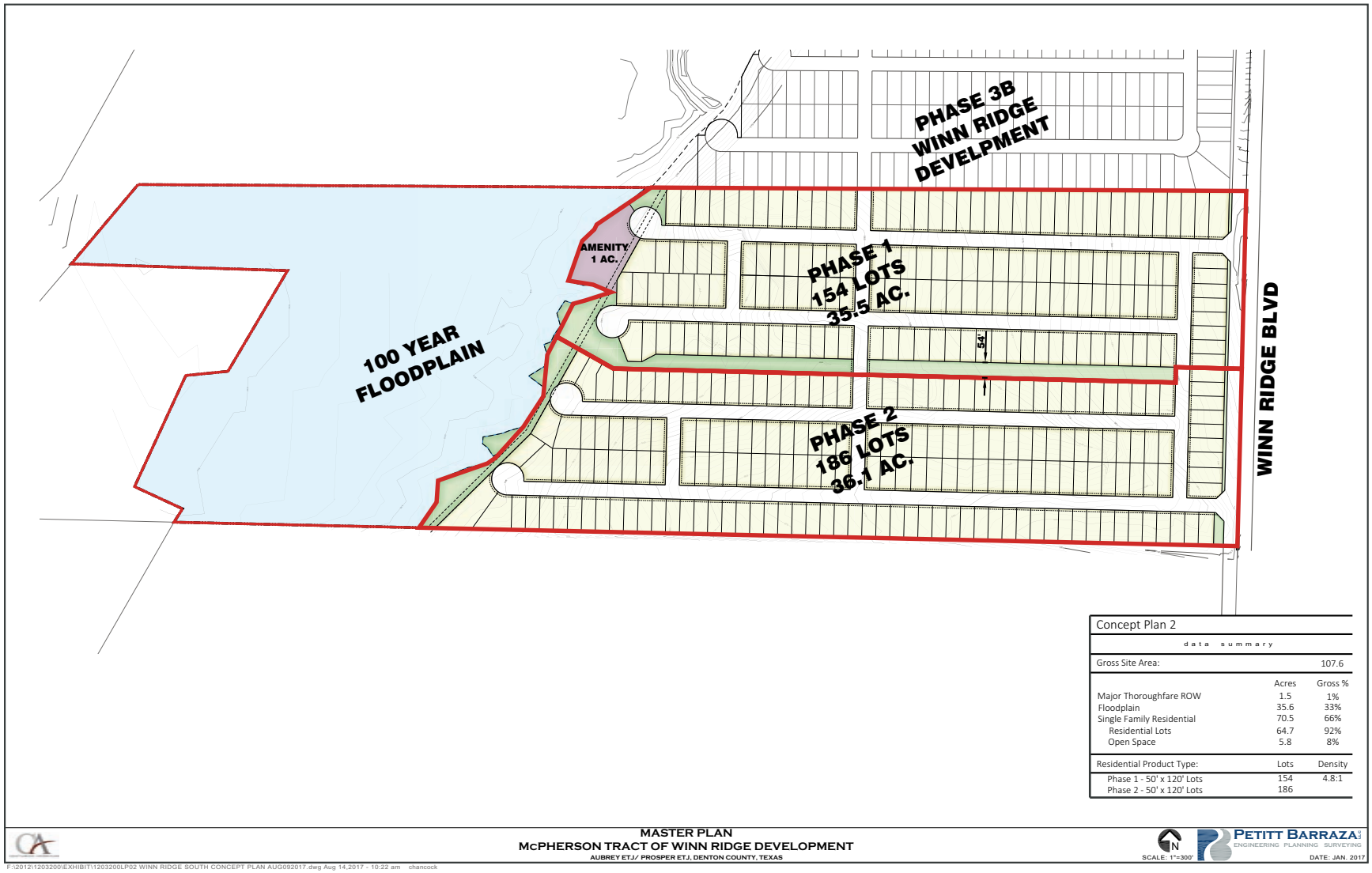
APPENDIX A
PID MAP

MAP SHOWING BOUNDARIES OF
PHASE #1 AND PHASE #2 OF THE DISTRICT



Note: This map shows anticipated size and location of each phase. Exact boundaries, lot counts and lot layout will be determined by final platting.

APPENDIX B
PREPAID PARCELS

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Appendix B
List of Prepaid Parcels

Parcel ID	Prepayment Date	Amount	Full/Partial
972508	December 2021	$19,860	Full

APPENDIX C
ASSESSED VALUE OF THE PID

Appendix C
Winn Ridge South Public Improvement District
Assessed Value of the PID

Phase	Parcels	2024 Assessed Value[4,5]
Phase #1[1]	171	$56,882,405
Phase #2[2]	175	$59,453,409
Flood Plain[3]	1	$1
Total	**347**	**$116,335,815**

1 - Phase 1 parcels include one hundred and sixty-six residential lots and five non-residential lots.

2 - Phase 2 parcels include one hundred and seventy-four residential lots and one non-residential lot.

3 - Includes one parcel dedicated as the 100-year flood plain.

4 -2024 Parcel assessed values are preliminary and in accordance with Denton Central Appraisal District online records as of June 19, 2024.

APPENDIX D
ASSESSMENT ROLL SUMMARY - 2024-25

Appendix D
Winn Ridge South Public Improvement District
2024-25 Assessment Roll Summary

Parcel	Lot Size	Estimated Units	Outstanding Assessments	Principal	Interest	Prepayment and Delinquency Reserve	Administrative Expenses	2024-25 Annual Installments
753119	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757736	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757737	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757738	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757739	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757740	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757741	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757742	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757743	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757744	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757745	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757746	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757747	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757748	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757749	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757750	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757751	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757752	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757753	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757754	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757755	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757756	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757757	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757758	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757759	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757760	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757761	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757762	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757763	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757764	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757765	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757766	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757767	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757768	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757769	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757770	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757771	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757772	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757773	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757774	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757775	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757776	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757777	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757778	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757779	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757780	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757781	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757782	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757783	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757784	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757785	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757786	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757787	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757788	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757789	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757790	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757791	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757792	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757793	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757794	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757795	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757796	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757797	50	0.50	$10,792.32	$228.61	$649.33	$53.96	$40.56	$972.47
1002686	-	0.50	$10,792.32	$228.61	$649.33	$53.96	$40.56	$972.47
757798	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757799	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757800	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757801	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757802	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757803	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757804	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757805	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757806	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757807	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757808	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93

Appendix D
Winn Ridge South Public Improvement District
2024-25 Assessment Roll Summary

Parcel	Lot Size	Estimated Units	Outstanding Assessments	Principal	Interest	Prepayment and Delinquency Reserve	Administrative Expenses	2024-25 Annual Installments
757809	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757810	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757811	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757812	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757813	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757814	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757815	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757816	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757817	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757818	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757819	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757820	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757821	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757822	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757823	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757824	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757825	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757826	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757827	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757828	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757829	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757830	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757831	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757832	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757833	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757834	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757835	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757836	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757837	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757838	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757839	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757840	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757841	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757842	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757843	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757844	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757845	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757846	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757847	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757848	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757849	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757850	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757851	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757852	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757853	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757854	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757855	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757856	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757857	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757858	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757859	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757860	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757861	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757862	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757863	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757864	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757865	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757866	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757867	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757868	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757869	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757870	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757871	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757872	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757873	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757874	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757875	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757876	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757877	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757878	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757879	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757880	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757881	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757882	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757883	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93

Appendix D
Winn Ridge South Public Improvement District
2024-25 Assessment Roll Summary

Parcel	Lot Size	Estimated Units	Outstanding Assessments	Principal	Interest	Prepayment and Delinquency Reserve	Administrative Expenses	2024-25 Annual Installments
757884	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757885	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757886	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757887	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757888	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757889	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757890	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757891	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757892	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757893	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757894	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757895	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757896	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757897	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757898	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757899	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757900	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757901	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757902	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757903	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
757904	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757905	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
766594	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972447	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972448	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972449	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972450	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972451	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972452	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972453	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972454	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972455	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972456	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972457	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972458	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972459	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972460	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972461	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972462	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972463	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972464	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972465	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972466	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972467	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972468	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972469	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972470	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972471	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972472	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972473	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972474	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972475	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972476	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972477	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972478	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972479	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972480	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972481	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972482	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972483	50	0.50	$10,792.32	$228.61	$649.33	$53.96	$40.56	$972.47
1016127	-	0.50	$10,792.32	$228.61	$649.33	$53.96	$40.56	$972.47
972484	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972485	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972486	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972487	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972488	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972489	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972490	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972491	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972492	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972493	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972494	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972495	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972496	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972497	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93

Appendix D
Winn Ridge South Public Improvement District
2024-25 Assessment Roll Summary

Parcel	Lot Size	Estimated Units	Outstanding Assessments	Principal	Interest	Prepayment and Delinquency Reserve	Administrative Expenses	2024-25 Annual Installments
972498	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972499	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972500	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972501	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972502	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972503	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972504	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972505	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972506	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972507	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972508	50	1.00	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
972509	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972510	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972511	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972512	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972513	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972514	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972515	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972516	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972517	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972518	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972519	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972520	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972521	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972522	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972523	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972524	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972525	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972526	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972527	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972528	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972529	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972530	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972531	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972532	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972533	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972534	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972535	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972536	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972537	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972538	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972539	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972540	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972541	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972542	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972543	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972544	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972545	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972546	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972547	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972548	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972549	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972550	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972551	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972552	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972553	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972554	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972555	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972556	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972557	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972558	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972559	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972560	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972561	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972562	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972563	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972564	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972565	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972566	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972567	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972568	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972569	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972570	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972571	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972572	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93

Appendix D
Winn Ridge South Public Improvement District
2024-25 Assessment Roll Summary

Parcel	Lot Size	Estimated Units	Outstanding Assessments	Principal	Interest	Prepayment and Delinquency Reserve	Administrative Expenses	2024-25 Annual Installments
972573	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972574	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972575	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972576	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972577	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972578	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972579	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972580	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972581	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972582	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972583	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972584	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972585	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972586	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972587	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972588	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972589	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972590	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972591	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972592	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972593	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972594	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972595	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972596	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972597	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972598	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972599	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972600	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972601	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972602	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972603	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972604	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972605	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972606	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972607	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972608	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972609	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972610	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972611	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972612	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972613	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972614	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972615	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972616	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972617	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972618	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972619	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972620	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
972621	50	1.00	$21,584.63	$457.23	$1,298.66	$107.92	$81.12	$1,944.93
		339.00	**$7,317,191.18**	**$155,000.00**	**$440,246.51**	**$36,585.96**	**$27,500.00**	**$659,332.47**

1 - Reflects split of Annual Installments to be billed based upon ownership per DCAD online records and does not represent a new Lot Type.

APPENDIX E
PID ASSESSMENT NOTICE

Form of Homebuyer Disclosure

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF AUBREY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Aubrey, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Winn Ridge South Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

_____ Signature of Purchaser

_____ Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____

Notary Public, State of Texas

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Consideration and action on an Ordinance regarding the 2024-2025 annual service plan update to the Service and Assessment Plan for the Jackson Ridge Public Improvement District and providing an effective date.

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

Summary
Municap, the City's PID administrator, has prepared the Annual Service Plan updates for the City's PIDs including Winn Ridge South, Jackson Ridge and Keeneland. The PID Act requires all Service and Assessment Plans and Annual Service Plan Updates to be approved through City ordinance to be filed with the county clerk not later than 7 days after the date the City Council approves the annual service plan update. Municap will also provide an overview of the positive impact of savings achieved from refunding of the Jackson Ridge PID bonds earlier in the year.

Financial Summary

Staff Recommended Motion
Approve

Conditions
N/A

CITY OF AUBREY, TEXAS

ORDINANCE NO. 857-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ACCEPTING AND APPROVING AN UPDATE OF THE ANNUAL SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE CITY OF AUBREY JACKSON RIDGE PUBLIC IMPROVEMENT DISTRICT ("JACKSON RIDGE") IN COMPLIANCE WITH CHAPTER 372 (AUTHORIZED IMPROVEMENT ASSESSMENT); MAKING AND ADOPTING FINDINGS; PROVIDING FOR THE INCORPORATION OF FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR JACKSON RIDGE ATTACHED AS EXHIBIT "A" HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 25, 2015, after due notice, the City Council of the City of Aubrey, Texas (the "City Council") held the public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act ") and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 709-15 adopted by a majority of the members of the City Council, authorized the PID in accordance with its finding as to the advisability of the public improvements and services; and

WHEREAS, on June 25, 2015, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 581-16 (the "Assessment Ordinance"); and

WHEREAS, Section 372.013 of the PID Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit "A" hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the Updated Assessment Roll attached thereto,

inconformity with the requirements of the PID Act, for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

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

SECTION 1. INCORPORATION OF FINDINGS. The findings and determinations set forth in the preambles above are incorporated herein for all purposes and are hereby adopted.

SECTION 2. ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL. The Annual Service Plan Update and Updated Assessment Roll attached hereto as Exhibit "A" are hereby accepted and approved and compliance with the PID Act in all matters is required.

SECTION 3. CUMULATIVE REPEALER. That 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 4. SEVERABILITY. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5. ENGROSSMENT AND ENROLLMENT. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon its passage and publication as required by law. The City Secretary is directed to publish the caption of this Ordinance as required law.

DULY PASSED AND APPROVED by the City Council of the City of Aubrey, Texas this 25th day of July, 2024.

_____
Chris Rich, Mayor

ATTEST:

_____
Jenny Huckabee, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Chris Rich, Mayor of the City of Aubrey, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

_____
Notary Public, State of Texas

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Consideration and action on an Ordinance regarding the 2024-2025 annual service plan update to the Service and Assessment Plan for the Aubrey Public Improvement District No 1 (Keeneland) and providing an effective date.

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

Summary
Municap, the City's PID administrator, has prepared the Annual Service Plan updates for the City's PIDs including Winn Ridge South, Jackson Ridge and Keeneland. The PID Act requires all Service and Assessment Plans and Annual Service Plan Updates to be approved through City ordinance to be filed with the county clerk not later than 7 days after the date the City Council approves the annual service plan update. Municap will also provide an overview of the positive impact of savings achieved from refunding of the Jackson Ridge PID bonds earlier in the year.

Financial Summary

Staff Recommended Motion
Approve

Conditions
N/A

CITY OF AUBREY, TEXAS

ORDINANCE NO. 858-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ACCEPTING AND APPROVING AN UPDATE OF THE ANNUAL SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE CITY OF AUBREY PUBLIC IMPROVEMENT DISTRICT NO 1 ("KEENELAND") IN COMPLIANCE WITH CHAPTER 372 (AUTHORIZED IMPROVEMENT ASSESSMENT); MAKING AND ADOPTING FINDINGS; PROVIDING FOR THE INCORPORATION OF FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR KEENELAND ATTACHED AS EXHIBIT "A" HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 25, 2022, after due notice, the City Council of the City of Aubrey, Texas (the "City Council") held the public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act ") and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 881-22, as amended to correct the name of the District by that Resolution No. 887-22 approved on April 26, 2022, adopted by a majority of the members of the City Council, authorized the PID in accordance with its finding as to the advisability of the public improvements and services; and

WHEREAS, on August 24, 2023, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 797-23 (the "Assessment Ordinance"); and

WHEREAS, Section 372.013 of the PID Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit "A" hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the

Annual Service Plan Update and the Updated Assessment Roll attached thereto, inconformity with the requirements of the PID Act, for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

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

SECTION 1. INCORPORATION OF FINDINGS. The findings and determinations set forth in the preambles above are incorporated herein for all purposes and are hereby adopted.

SECTION 2. ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL. The Annual Service Plan Update and Updated Assessment Roll attached hereto as Exhibit "A" are hereby accepted and approved and compliance with the PID Act in all matters is required.

SECTION 3. CUMULATIVE REPEALER. That 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 4. SEVERABILITY. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5. ENGROSSMENT AND ENROLLMENT. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon its passage and publication as required by law. The City Secretary is directed to publish the caption of this Ordinance as required law.

DULY PASSED AND APPROVED by the City Council of the City of Aubrey, Texas this 25th day of July, 2025.

_____
Chris Rich, Mayor

ATTEST:

_____
Jenny Huckabee, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Chris Rich, Mayor of the City of Aubrey, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

_____
Notary Public, State of Texas

AUBREY
PUBLIC IMPROVEMENT DISTRICT NO. 1
(KEENELAND)

CITY OF AUBREY, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/24 - 8/31/25)

AS APPROVED BY CITY COUNCIL ON:
JULY 25, 2024

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

AUBREY
PUBLIC IMPROVEMENT DISTRICT NO. 1

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/24 – 8/31/25)

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I. INTRODUCTION

The Aubrey Public Improvement District No. 1 (the "PID") was created pursuant to the PID Act and a resolution of the City Council on April 26, 2022, to finance certain public improvement projects for the benefit of the property in the PID. The City of Aubrey, Texas Special Assessment Revenue Bonds, Series 2023 (Aubrey Public Improvement District No. 1) (the "2023 PID Bonds") in the aggregate principal amount of $14,541,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements.

Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for the Authorized Improvements. This document is the annual update of the Service and Assessment Plan for 2024-25 (the "Annual Service Plan Update").

The City also adopted assessment rolls (the "Assessment Rolls") identifying the assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2024-25.

Effective September 1, 2021, the Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix E and copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situation described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID Assessment Notice. The PID Assessment Notice shall be given to a prospective purchase before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event, a contract of purchase and sale is entered into

without the seller provided the required notice, the purchaser, subject to certain exceptions described in the PID act, is entitled to terminate the contract.

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms not defined in this Annual Service Plan Update shall have the meanings assigned to them in the Service and Assessment Plan.

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II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Authorized Improvements

According to the Service and Assessment Plan, the original estimated costs of the Authorized Improvements, including costs of issuance of the 2023 PID Bonds, were equal to $18,779,658. According to Requisition #1 approved by the City on September 28, 2023, the actual costs of the Authorized Improvements are equal to $18,779,658.

Authorized Improvement Sources and Uses

Table II-A-1 on the following page summarizes the updated sources and uses of funds required to (1) construct the Authorized Improvements; (2) establish the PID; and (3) issue the 2023 PID Bonds.

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Table II-A-1
Updated Sources and Uses – Authorized Improvements

Sources of Funds	Initial Estimated Budget	Budget Revisions	Updated Budget	Spent to Date[1]	Remaining to be Funded
Par amount	$14,541,000	$0	$14,541,000	$14,541,000	$0
Original Issue Discount	($55,433)	$0	($55,433)	($55,433)	$0
Other funding sources	$4,294,091	$0	$4,294,091	$4,294,091	$0
Total Sources	**$18,779,658**	**$0**	**$18,779,658**	**$18,779,658**	**$0**
Uses of Funds					
Improvements					
Road Improvements	$4,487,859	$0	$4,487,859	$4,487,859	$0
Water Improvements	$2,366,462	$150,000	$2,516,462	$2,516,462	$0
Sanitary Sewer Improvements	$3,002,637	$0	$3,002,637	$3,002,637	$0
Storm Drainage Improvements	$1,949,831	$0	$1,949,831	$1,949,831	$0
Landscaping	$969,383	$0	$969,383	$969,383	$0
Other Soft and Miscellaneous Costs	$3,567,919	$0	$3,567,919	$3,567,919	$0
Contingency	$150,000	($150,000)	$0	$0	$0
Subtotal: Improvements	*$16,494,091*	*$0*	*$16,494,091*	*$16,494,091*	*$0*
Bond Issuance Costs					
Cost of Issuance	$735,885	$0	$735,885	$735,885	$0
Capitalized interest	$0	$0	$0	$0	$0
Reserve Fund	$1,058,452	$0	$1,058,452	$1,058,452	$0
Administrative Expense Fund	$55,000	$0	$55,000	$55,000	$0
Underwriters Discount	$436,230	$0	$436,230	$436,230	$0
Subtotal: Bond Issuance Costs	*$2,285,567*	*$0*	*$2,285,567*	*$2,285,567*	*$0*
Total Uses	**$18,779,658**	**$0**	**$18,779,658**	**$18,779,658**	**$0**

1 – According to Requisition #1 approved by the City on September 28, 2023.

Authorized Improvement Cost Variances

As shown in Table II-A-1 above, there are no Authorized Improvement cost variances to the original estimates.

B. Five Year Service Plan

According to the PID Act, a service plan must cover a period of five years. Based upon the actual budget for the Authorized Improvements as shown in Section II.A. of this report, the Annual Installments expected to be collected for those costs during the next five years is shown in Table II-B-1 on the following page.

Table II-B-1
Annual Projected Costs &
Annual Projected Indebtedness (2023-2030)

Assessment Year ending September 1	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Annual Installments
2023-2024	$18,779,658	$14,541,000	$4,238,658	$1,172,287
2025	$0	$0	$0	$1,146,452
2026	$0	$0	$0	$1,172,232
2027	$0	$0	$0	$1,172,667
2028	$0	$0	$0	$1,172,640
2029	$0	$0	$0	$1,172,152
2030	$0	$0	$0	$1,172,203
Total	**$18,779,658**	**$14,541,000**	**$4,238,658**	**$8,180,632**

1 – Assessment Years ending 2023-2024 represent actual Annual Installments billed. Assessment Year ending 2025 represents projected Annual Installments to be billed and includes projected available fund credits and applicable TIRZ credits if any. Assessment Years 2026-2030 represent projected future Annual Installments and will be updated in future annual service plan updates.

C. STATUS OF DEVELOPMENT

According to the Developer's Quarterly Improvement Implementation Report for the period ending March 31, 2024, there are no completed homes within the PID as of March 31, 2024.

See Table II-C-1 below for the status of completed homes within the PID as of March 31, 2024.

Table II-C-1
Completed Homes

Completed as of September 30, 2023[1]	Completed as of March 31, 2024[1]	Total Homes Projected to be Developed	Percentage of Completed Homes
0	0	279	0.00%

1 – According to the Developer's Quarterly Improvement Implementation Report for the period ending March 31, 2024.

D. ANNUAL BUDGET

Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty (30) annual installments of principal and interest beginning

with the tax year following the issuance of the 2023 PID Bonds, of which twenty-nine (29) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the 2023 PID Bonds commencing with the issuance of the 2023 PID Bonds. The effective interest rate on the 2023 PID Bonds is 5.87 percent for 2024-25. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the 2023 PID Bonds (5.87 percent) plus additional interest of one-half of one percent is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City, or any other party designated by the City, in 2024 and will be delinquent on February 1, 2025.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2024-25, and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan, such as the Tax Increment Reinvestment Zone No. 2 (the "TIRZ") incremental taxes available to the PID (the "TIRZ Credit"), capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the 2023 PID Bonds and Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the Prepayment Reserve and Delinquency Reserve amounts as described in the Service and Assessment Plan and applicable Indenture of Trust.

Annual Installments to be Collected for 2024-25

The budget for the PID will be paid from the collection of Annual Installments collected for 2024-25 as shown by Table II-D-1 on the following page.

Table II-D-1
Budget for the Annual Installments
to be Collected for 2024-25

	2023 PID Bonds
Interest payment on March 1, 2025	$420,580
Interest payment on September 1, 2025	$420,580
Principal payment on September 1, 2025	$178,000
Subtotal debt service on bonds	*$1,019,160*
Administrative Expenses	$71,500
Excess interest for prepayment and delinquency reserves	$71,630
Subtotal Expenses	*$1,162,290*
Available TIRZ revenues	($838)
Available Reserve Fund Income	($10,000)
Available Capitalized Interest Funds	$0
Available Administrative Expense Funds	($5,000)
Subtotal funds available	*($15,838)*
Annual Installments	**$1,146,452**

1 – Amounts in the table above are calculated to the cent, whereas, the calculations shown are rounded for presentation purposes.

Debt Service Payments

Annual Installments to be collected for principal and interest include 2023 PID Bond interest due on March 1, 2025 in the amount of $420,580 and on September 1, 2025 in the amount of $420,580, which equal interest on the outstanding Assessments balance of $14,326,000 for six months each and an effective interest rate of 5.87 percent. Annual Installments to be collected include a principal amount of $178,000 due on September 1, 2025. As a result, the total gross principal and interest due for the Assessments in 2024-25 is estimated to be equal to $1,019,160.

Administrative Expenses

Administrative expenses for the PID include the City, Administrator, Trustee, dissemination agent, and TIRZ/Contingency fees. As shown in Table II-D-2 on the following page, the administrative expenses to be collected for 2024-25 are estimated to be $71,500.

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Table II-D-2
Administrative Budget – 2024-25

Description	2024-25 Estimated Budget
City	$4,000
PID Administrator	$35,000
Trustee	$4,000
Dissemination Agent	$3,500
TIRZ/Contingency	$25,000
Total	**$71,500**

Excess Interest for Prepayment and Delinquency Reserve

Annual Installments are to be collected for excess interest for prepayment and delinquency reserves in the amount of $71,630 which equals 0.5 percent interest on the outstanding Assessment balance of $14,326,000.

Available TIRZ Credit

According to the City, there have been TIRZ increments collected in 2023 in the total amount of $838 that are available to be used as TIRZ Credit in 2024-25 for the respective Parcels within the PID. This TIRZ Credit amount is allocated based upon the amount of TIRZ increment generated by each Parcel within the PID and each Parcel that has an outstanding Assessment balance as of September 1, 2024 as shown in Appendix D-2.

Available Reserve Fund Income

As of May 31, 2024, there has been approximately $32,394 in excess reserve fund income earned above the reserve fund requirement. As a result, a pro rata portion of the excess reserve fund income in the amount of $10,000 is available to be applied as a credit to reduce the 2024-25 Annual Installment.

Available Capitalized Interest Account

As of May 31, 2024, there are no capitalized interest funds available. As a result, there is no credit to reduce the 2024-25 Annual Installment.

Available Administrative Expense Account

As of May 31, 2024, the available balance for administrative expenses was $130,525, which a portion of the available balance is anticipated to be used for the payment of current year administrative expenses through January 31, 2025. As a result, there are $5,000 in administrative expense funds available in the Administrative Expense Account to reduce the 2024-25 Annual Installment.

E. Annual Installments Per Unit

According to the Service and Assessment Plan, 279 units representing 269.13 total Equivalent Units are estimated to be built within the PID. The Annual Installment due to be collected from each Lot Type within the PID for 2024-25 is shown in Table II-E-1 below.

Table II-E-1
Annual Installment Per Unit

Budget Item	Net Budget Amount[1]	Annual Installment per Equivalent Unit[2]	Lot Type 1 (50 Ft)[3] 1.00	Lot Type 2 (40 Ft)[3] 0.93
Principal	$178,000.00	$661.39	$661.39	$615.09
Interest	$831,160.00	$3,088.32	$3,088.32	$2,872.14
Administrative Expenses	$66,500.00	$247.09	$247.09	$229.80
Excess Interest for Reserves	$71,630.00	$266.15	$266.15	$247.52
Total	**$1,147,290.00**	**$4,262.96**	**$4,262.96**	**$3,964.55**

1 – Refer to Table II-D-1 of this report for additional budget details.
2 – Based on the current outstanding 269.13 Equivalent Units.
3 – Amounts shown above do not include applicable TIRZ Credits for each Parcel, if any.

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2024-25 are shown in the Assessment Roll Summary attached hereto as Appendix D-1.

F. Bond Redemption Related Updates

The 2023 PID Bonds were issued in September 2023. Pursuant to Section 4.3 of the Indenture of Trust, the City reserves the option to redeem the 2023 PID Bonds before their respective scheduled maturity dates, on **September 1, 2031**, or on any date thereafter such redemption date or dates to be fixed by the City, at a redemption price equal to the principal amount of the 2023 PID Bonds called for redemption plus accrued and unpaid interest to the date fixed for redemption.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the 2023 PID Bonds is warranted. The Administrator will monitor the refunding market conditions and work with City staff and other City consultants to determine appropriate refunding steps.

III. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan adopted by the City Council provided that the costs of the Authorized Improvements shall be allocated to the Assessed Property equally on the basis of the Equivalent Units of residential dwelling units anticipated to be built on each Parcel once such property is fully developed and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed, except for the additional clarifying provisions above, and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

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IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by the Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.H of the Service and Assessment Plan.

The Assessment Roll Summary is shown in Appendix D-1 of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated Equivalent Units to be built on each newly subdivided Parcel

D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to Denton County Appraisal District ("DCAD") online records, two hundred seventy-nine (279) subdivided residential Parcels within the PID were officially recognized within the county's official roll in 2024. As a result, individual Parcels within the PID were individually billed Annual Installments beginning in tax year 2024.

The allocation of Assessments prior to and after subdivision of parent Parcels 52112, 668580, 283344, 182800, and 184729 are shown in Table IV-A-1 below.

Table IV-A-1
Parent Parcels Subdivision -2024

Parcel	Total EU	Projected Number of Units[1]	Outstanding Assessments	Parcel	Equivalent Units per Unit	Projected Number of Units[1]	Total EU	Assessment per Unit	Outstanding Assessments
52112 668580 283344 182800 184729	269.13	279	$14,326,000	Various (50' Lot)	1.00	138	138.00	$53,230.78	$7,345,848
				Various (40' Lot)	0.93	141	131.13	$49,504.63	$6,980,152
	269.13	**279**	**$14,326,000**			**279**	**269.13**		**$14,326,000**

B. Prepayment of Assessments

According to the Trustee, there are no Parcels within the PID that have prepaid their Assessment as of May 31, 2024.

For additional prepayment-related information, see Appendix B of this report.

The complete Assessment Roll is available for review at the City hall, located at 107 Main St, Aubrey, Texas 76227.

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APPENDIX A
PID MAP

Keenland
1:4,614
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.2 km
5/6/2021, 11:27:58 AM
Streets
Parcels
Denton County Appraisal District Harris Govern — www.harrisgovern.com
This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

4826-1270-6286, v. 1
016572.000001\4826-1270-6286.v1

APPENDIX B
PREPAID PARCELS

Appendix B

According to the Trustee, there are no Parcels within the PID that have prepaid their Assessment as of May 31, 2024.

APPENDIX C
ASSESSED VALUE

Aubrey Public Improvement District No. 1
2024 Assessed Value

Phase	2024 Assessed Value[1]
All Parcels	$24,192,903
Total	**$24,192,903**

1 - Assessed values reflect preliminary 2024 values in accordance with the Denton Central Appraisal District online records.

APPENDIX D-1
ASSESSMENT ROLL – 2024-25

Assessment Roll Summary
2024-25

Parcel	Estimated No. of units	Lot Size	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
1035221	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035222	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035223	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035224	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035225	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035226	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035227	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035228	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035229	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035230	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035231	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035232	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035233	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035234	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035235	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035236	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035237	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035238	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035239	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035240	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035241	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035242	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035243	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035247	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035248	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035249	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035250	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035251	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035252	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035253	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035254	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035255	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035256	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035257	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035258	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035259	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035260	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035261	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035262	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035263	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035264	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035265	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035266	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035267	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035268	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035269	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85

Assessment Roll Summary
2024-25

Parcel	Estimated No. of units	Lot Size	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
1035270	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035271	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035272	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035273	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035274	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035275	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035276	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035277	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035278	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035279	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035280	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035281	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035282	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035283	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035284	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035285	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035286	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035287	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035288	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035289	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035290	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035291	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035292	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035293	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035294	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035295	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035296	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035297	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035298	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035299	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035300	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035301	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035302	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035303	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035304	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035305	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035306	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035307	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035308	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035309	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035310	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035311	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035312	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035313	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035314	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035315	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66

Assessment Roll Summary
2024-25

Parcel	Estimated No. of units	Lot Size	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
1035316	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035317	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035318	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035319	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035320	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035321	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035322	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035323	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035324	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035325	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035326	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035327	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035328	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035329	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035330	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035331	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035332	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035333	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035334	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035335	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035336	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035337	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035338	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035339	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035340	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035341	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035342	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035343	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035344	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035345	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035346	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035347	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035348	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035349	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035350	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035351	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035352	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035353	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035354	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035355	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035356	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035357	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66

Assessment Roll Summary
2024-25

Parcel	Estimated No. of units	Lot Size	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
1035358	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035359	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035360	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035361	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035362	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035363	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035364	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035365	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035366	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035367	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035368	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035369	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035370	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035371	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035372	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035373	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035374	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035375	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035376	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035377	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035379	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035380	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035381	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035382	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035383	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035384	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035385	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035386	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035387	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035388	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035390	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035391	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035392	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035393	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035394	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035395	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035396	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035397	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035398	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035399	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035400	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035401	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035402	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035403	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035404	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66

Assessment Roll Summary
2024-25

Parcel	Estimated No. of units	Lot Size	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
1035405	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035406	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035407	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035408	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035409	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035410	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035411	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035412	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035413	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035414	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035415	1	40	0.93	$49,504.63	$615.09	$2,872.14	$247.52	$229.80	($2.90)	$3,961.66
1035416	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035417	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035418	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035419	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035420	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035421	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035422	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035423	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035424	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035425	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035426	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035427	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035428	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035429	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035430	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035431	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035432	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035433	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035434	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035435	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035436	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035437	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035438	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035439	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035440	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035441	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035442	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035443	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035444	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035445	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035446	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035447	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035448	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035449	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035450	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85

Assessment Roll Summary
2024-25

Parcel	Estimated No. of units	Lot Size	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
1035451	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035452	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035453	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035454	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035455	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035456	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035457	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035458	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035459	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035460	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035461	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035462	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035463	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035464	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035465	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035466	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035467	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035468	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035469	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035470	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035471	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035472	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035473	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035474	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035475	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035476	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035477	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035478	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035479	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035480	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035481	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035482	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035483	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035484	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035485	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035486	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035487	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035488	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035489	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035490	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035491	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035492	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035493	0	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1035494	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035495	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035496	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85

Assessment Roll Summary
2024-25

Parcel	Estimated No. of units	Lot Size	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
1035497	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035498	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035499	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035500	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035501	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035502	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035503	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035504	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035505	1	50	1.00	$53,230.78	$661.39	$3,088.32	$266.15	$247.09	($3.11)	$4,259.85
1035506	0	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1035507	0	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1035508	0	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1035509	0	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1035803	0	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**279**		**269.13**	**$14,326,000.00**	**$178,000.00**	**$831,160.00**	**$71,630.00**	**$66,500.00**	**($837.83)**	**$1,146,452.17**

APPENDIX D-2
TIRZ CALCULATION

Appendix D-2

TIRZ Credit Calculation

2024-25

		City of Aubrey Incremental Taxes				TIRZ Credit		
Parcel ID	EU	Base Year Taxable Value (2022)[1]	2023 Taxable Value[1]	2023 Tax Rate (per $100)[2]	2024-25 Incremental Taxes[3]	City (38%)	Total 2024-25 Available TIRZ Credit	Total 2024-25 Applicable TIRZ Credit
1035221	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035222	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035223	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035224	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035225	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035226	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035227	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035228	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035229	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035230	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035231	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035232	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035233	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035234	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035235	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035236	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035237	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035238	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035239	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035240	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035241	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035242	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035243	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035247	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035248	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035249	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035250	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035251	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035252	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035253	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035254	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035255	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035256	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035257	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035258	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035259	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035260	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035261	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035262	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035263	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035264	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035265	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035266	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035267	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035268	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035269	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035270	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035271	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035272	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)

Appendix D-2

TIRZ Credit Calculation

2024-25

		City of Aubrey Incremental Taxes				TIRZ Credit		
Parcel ID	EU	Base Year Taxable Value (2022)[1]	2023 Taxable Value[1]	2023 Tax Rate (per $100)[2]	2024-25 Incremental Taxes[3]	City (38%)	Total 2024-25 Available TIRZ Credit	Total 2024-25 Applicable TIRZ Credit
1035273	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035274	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035275	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035276	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035277	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035278	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035279	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035280	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035281	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035282	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035283	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035284	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035285	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035286	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035287	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035288	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035289	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035290	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035291	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035292	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035293	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035294	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035295	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035296	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035297	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035298	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035299	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035300	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035301	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035302	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035303	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035304	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035305	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035306	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035307	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035308	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035309	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035310	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035311	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035312	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035313	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035314	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035315	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035316	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035317	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035318	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035319	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035320	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035321	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)

Appendix D-2

TIRZ Credit Calculation

2024-25

		City of Aubrey Incremental Taxes				TIRZ Credit		
Parcel ID	EU	Base Year Taxable Value (2022)[1]	2023 Taxable Value[1]	2023 Tax Rate (per $100)[2]	2024-25 Incremental Taxes[3]	City (38%)	Total 2024-25 Available TIRZ Credit	Total 2024-25 Applicable TIRZ Credit
1035322	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035323	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035324	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035325	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035326	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035327	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035328	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035329	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035330	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035331	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035332	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035333	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035334	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035335	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035336	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035337	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035338	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035339	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035340	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035341	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035342	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035343	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035344	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035345	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035346	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035347	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035348	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035349	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035350	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035351	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035352	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035353	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035354	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035355	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035356	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035357	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035358	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035359	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035360	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035361	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035362	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035363	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035364	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035365	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035366	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035367	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035368	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035369	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035370	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)

Appendix D-2

TIRZ Credit Calculation

2024-25

		City of Aubrey Incremental Taxes				TIRZ Credit		
Parcel ID	EU	Base Year Taxable Value (2022)[1]	2023 Taxable Value[1]	2023 Tax Rate (per $100)[2]	2024-25 Incremental Taxes[3]	City (38%)	Total 2024-25 Available TIRZ Credit	Total 2024-25 Applicable TIRZ Credit
1035371	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035372	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035373	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035374	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035375	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035376	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035377	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035379	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035380	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035381	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035382	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035383	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035384	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035385	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035386	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035387	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035388	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035390	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035391	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035392	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035393	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035394	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035395	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035396	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035397	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035398	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035399	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035400	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035401	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035402	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035403	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035404	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035405	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035406	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035407	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035408	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035409	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035410	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035411	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035412	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035413	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035414	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035415	0.93	$0.00	$1,642.01	$0.464000	$7.62	$2.90	($2.90)	($2.90)
1035416	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035417	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035418	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035419	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035420	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035421	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)

Appendix D-2

TIRZ Credit Calculation

2024-25

		City of Aubrey Incremental Taxes				TIRZ Credit		
Parcel ID	EU	Base Year Taxable Value (2022)[1]	2023 Taxable Value[1]	2023 Tax Rate (per $100)[2]	2024-25 Incremental Taxes[3]	City (38%)	Total 2024-25 Available TIRZ Credit	Total 2024-25 Applicable TIRZ Credit
1035422	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035423	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035424	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035425	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035426	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035427	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035428	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035429	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035430	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035431	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035432	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035433	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035434	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035435	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035436	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035437	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035438	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035439	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035440	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035441	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035442	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035443	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035444	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035445	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035446	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035447	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035448	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035449	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035450	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035451	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035452	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035453	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035454	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035455	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035456	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035457	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035458	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035459	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035460	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035461	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035462	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035463	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035464	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035465	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035466	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035467	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035468	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035469	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035470	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)

Appendix D-2

TIRZ Credit Calculation

2024-25

		City of Aubrey Incremental Taxes				TIRZ Credit		
Parcel ID	EU	Base Year Taxable Value (2022)[1]	2023 Taxable Value[1]	2023 Tax Rate (per $100)[2]	2024-25 Incremental Taxes[3]	City (38%)	Total 2024-25 Available TIRZ Credit	Total 2024-25 Applicable TIRZ Credit
1035471	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035472	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035473	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035474	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035475	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035476	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035477	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035478	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035479	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035480	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035481	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035482	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035483	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035484	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035485	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035486	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035487	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035488	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035489	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035490	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035491	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035492	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035493	0.00	$0.00	$0.00	$0.464000	$0.00	$0.00	$0.00	$0.00
1035494	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035495	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035496	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035497	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035498	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035499	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035500	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035501	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035502	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035503	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035504	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035505	1.00	$0.00	$1,765.60	$0.464000	$8.19	$3.11	($3.11)	($3.11)
1035506	0.00	$0.00	$0.00	$0.464000	$0.00	$0.00	$0.00	$0.00
1035507	0.00	$0.00	$0.00	$0.464000	$0.00	$0.00	$0.00	$0.00
1035508	0.00	$0.00	$0.00	$0.464000	$0.00	$0.00	$0.00	$0.00
1035509	0.00	$0.00	$0.00	$0.464000	$0.00	$0.00	$0.00	$0.00
1035803	0.00	$0.00	$0.00	$0.464000	$0.00	$0.00	$0.00	$0.00
Total		**$0.00**	**$475,176.00**		**$2,204.82**	**$837.83**	**($837.83)**	**($837.83)**

1 - According to Denton Central Appraisal District as of May 15, 2024.

2 - According to the Denton County Tax Office.

3 - According to the Project and Finance plan, the TIRZ base year is 2023.

APPENDIX E
PID ASSESSMENT NOTICE

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF AUBREY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Aubrey, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Aubrey Public Improvement District No. 1 (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Date: _____

_____ _____
Signature of Seller Signature of Seller

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

_____ _____
Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Receive a presentation, consider and act on an Initial Plan of Finance to fund projected cost of FY 2024-2025 Utility Capital Improvement Projects and direct staff to finalize cost and timing after August 1, 2024 bid opening.

Staff Contact
Jim Sabonis, Mike English, Finance Director
menglish@aubreytx.gov
940-440-9343

Summary
This item is a presentation of the initial plan of finance to fund Projected Cost of 2024/2025 Utility Capital Improvement Projects (CIP). The main component of this CIP is the new 2.25 million gallon waste water treatment plant (WWTP). The total estimated cost of the CIP is approximately $70,250,000 and anticipated funding will be made from utility system cash reserves ($2m), developer cash contributions ($10m) and debt funding ($58.25m). Projected system revenue and impact fees will be utilized for projected debt service payments.

The City Council will be asked to approve the initial projected plan of finance at this meeting (July 25, 2024) and to direct staff and financial advisors to finalize cost and timing at the August 1st Utility Bid Opening. Additionally, the Council will consider and approve a resolution to authorize Publication of Notice of Intent to Issue Certificates of Obligation, Series 2024 (not to exceed amount based on projected maximum cost, to be adjusted by August 1st Utility best bid amount).

Financial Summary

Staff Recommended Motion
Approve

Conditions
N/A

Contacts:

Jim Sabonis
Managing Director
717 N. Harwood St., Suite 3400
Dallas, TX 75201
Direct: 214.953.4195
Fax: 214.953.4050
jim.sabonis@hilltopsecurities.com

Andre Ayala
Managing Director
717 N. Harwood St., Suite 3400
Dallas, TX 75201
Direct: 214.953.4184
Fax: 214.953.4050
andre.ayala@hilltopsecurities.com

Jorge Delgado
Vice President
717 N. Harwood St., Suite 3400
Dallas, TX 75201
Direct: 214.859.1714
Fax: 214.953.4050
jorge.delgado@hilltopsecurities.com

Plan of Finance

2024 / 2025 Debt Funded Utility CIP

June 29, 2024

Summary

Sources and Uses of Funds

Par Amount of Bonds	$47,845,000
Less: Cost of Issuance	($366,550)
Less: Underwriter's Discount	($478,450)
Bond Funded Project Fund	$47,000,000
Plus: City Cash on Hand	$2,000,000
Plus: Developer Funds	$10,000,000
Total Project Fund	$59,000,000

Debt Structure and Cost

Amortization	25 years
All-in True Interest Cost[(1)]	4.36%
Total 2024 C/O P&I	$80,976,802
Avg Annual 2024 C/O P&I	$3,239,072
Total Existing and New Max Annual P&I	$4,307,770

Notes:

Assumes "AA-" Rated Insured Rates plus 0.25% as of 6/27/2024. Subject to change at any time.

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Utility Fund Cash Flow Available for Debt Service

	2023 Audit	2024 Budget			
		Water	Sewer	Total	
Charges for Services	$3,080,833	$2,403,886	$1,396,560	$3,800,446	
Misc. Income	$14,798	$2,000	$0	$2,000	
Interest Income	$353,255	$65,000	$40,000	$105,000	
Impact Fees	$0	($300,000)	($300,000)	($600,000)	
Total Revenues	$3,448,886	$2,170,886	$1,136,560	$3,307,446	
Operating Expenses	($2,892,100)	($2,643,651)	($881,803)	($3,525,454)	
Add Back: Debt Service	$0	$715,000	$0	$715,000	
Add Back: Depreciation	$468,030	$450,000	$0	$450,000	
Add Back: Capital	$0	$10,000	$55,000	$65,000	
Less: Total Operating Expenses	($2,424,070)	($1,468,651)	($826,803)	($2,295,454)	
Cash Flow Avail for Debt Service	$1,024,816	$702,235	$309,757	$1,011,992	
				1,581	Current Customers
				$640	Cash Flow per Customer

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Projected New Customer Incremental Operating Profit

Fiscal Year					
Building Permit [1]	Utility Customer [1]	Annual	Cummlative	Cash Flow Per New Customer [2] [3]	Cash Flow Generated by New Customers
2024	2025	211	211	$640	$135,040
2025	2026	589	800	$608	$486,400
2026	2027	673	1,473	$578	$850,805
2027	2028	672	2,145	$549	$1,177,004
2028	2029	517	2,662	$521	$1,387,658
2029	2030	509	3,171	$495	$1,570,342
2030	2031	417	3,588	$470	$1,688,006
2031	2032	815	4,403	$447	$1,967,859
2032	2033	765	5,168	$425	$2,194,276
2033	2034	716	5,884	$403	$2,373,368
2034	2035	715	6,599	$383	$2,528,682
2035	2036	562	7,161	$364	$2,606,834
2036	2037	562	7,723	$346	$2,670,849
2037	2038	514	8,237	$329	$2,706,175
2038	2039	514	8,751	$312	$2,731,292
2039	2040	514	9,265	$297	$2,747,132
2040	2041	510	9,775	$282	$2,753,432
2041	2042	510	10,285	$268	$2,752,235
2042	2043	510	10,795	$254	$2,744,274
2043	2044	510	11,305	$242	$2,730,229
2044	2045	510	11,815	$229	$2,710,727
2045	2046	510	12,325	$218	$2,686,350
2046	2047	510	12,835	$207	$2,657,634
2047	2048	510	13,345	$197	$2,625,074
2048	2049	177	13,522	$187	$2,526,896
2049	2050	17	13,539	$178	$2,403,570

Notes:

1) Per City Staff June 27, 2024

2) Fiscal 2025 = $640 per customer based on 2024 Fiscal Budget

3) Fiscal 2026 to 2050 decline 5% per year

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Projected Net Impact Fees

Fiscal Year	Net Impact Fee Revenue		
	Water	Sewer	Total
2024	$736,812	$836,615	$1,573,427
2025	$272,376	$1,102,270	$1,374,646
2026	$436,500	$1,785,200	$2,221,700
2027	$0	$1,774,614	$1,774,614
2028	$0	$991,250	$991,250
2029	$0	$547,170	$547,170
2030	$1,204,740	$2,191,302	$3,396,042
2031	$1,775,100	$3,228,730	$5,003,830
2032	$1,484,100	$2,699,430	$4,183,530
2033	$1,187,280	$2,159,544	$3,346,824
2034	$1,181,460	$2,148,958	$3,330,418
2035	$296,820	$539,886	$836,706
2036	$291,000	$529,300	$820,300
2037	$3,864,490	$7,029,164	$10,893,654
2038	$3,864,490	$7,029,164	$10,893,654
2039	$3,864,490	$7,029,164	$10,893,654
2040	$3,841,210	$6,986,820	$10,828,030
2041	$3,841,210	$6,986,820	$10,828,030
2042	$3,841,210	$6,986,820	$10,828,030
2043	$3,841,210	$6,986,820	$10,828,030
2044	$3,841,210	$6,986,820	$10,828,030
2045	$3,841,210	$6,986,820	$10,828,030
2046	$3,841,210	$6,986,820	$10,828,030
2047	$3,841,210	$6,986,820	$10,828,030
2048	$1,903,150	$3,461,682	$5,364,832
2049	$1,583,057	$2,879,494	$4,462,551
	$54,675,545	$103,857,497	$158,533,042

Notes:

1) Per City Staff June 27, 2024

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Projected Utility Debt Issuance and Utility System Cash Flow Available for Debt Service

FYE 30-Sep	Existing Utility Fund GO Supported Debt Service [4]	$47,845,000 CO, Series 2024A AIC = 4.36% [5] Total D/S	Total Utility Fund Debt Service	Utility Fund Cashflow Available for Debt Service: 2024 Budget [1]	Utility Fund Cashflow Available for Debt Service: Generated by New Customers [2]	Utility Fund Cashflow Available for Debt Service: Total	Net Impact Fees [3]: Water	Net Impact Fees [3]: Sewer	Net Impact Fees [3]: Total	Total Annual Utility Fund Cashflow and Impact Fees	Utility Fund Cashflow Coverage Annual Debt Service	Utility Fund and Impact Fees Cashflow Coverage Debt Service: Annual	Utility Fund and Impact Fees Cashflow Coverage Debt Service: Cumulative
2024	$715,006	$0	$715,006	$1,011,992	$0	$1,011,992	$0	$0	$0	$1,011,992	$296,986	$1,011,992	$1,011,992
2025	$722,606	$1,796,159	$2,518,766	$1,011,992	$135,040	$1,147,032	$736,812	$836,615	$1,573,427	$2,720,459	($1,371,734)	$201,693	$1,213,685
2026	$748,381	$1,959,447	$2,707,828	$1,011,992	$486,400	$1,498,392	$272,376	$1,102,270	$1,374,646	$2,873,038	($1,209,436)	$165,210	$1,378,896
2027	$782,956	$2,420,987	$3,203,943	$1,011,992	$850,805	$1,862,797	$436,500	$1,785,200	$2,221,700	$4,084,497	($1,341,146)	$880,554	$2,259,450
2028	$786,631	$2,418,942	$3,205,573	$1,011,992	$1,177,004	$2,188,996	$0	$1,774,614	$1,774,614	$3,963,610	($1,016,577)	$758,037	$3,017,487
2029	$784,931	$2,421,470	$3,206,401	$1,011,992	$1,387,658	$2,399,650	$0	$991,250	$991,250	$3,390,900	($806,751)	$184,499	$3,201,986
2030	$782,931	$1,966,514	$2,749,445	$1,011,992	$1,570,342	$2,582,334	$0	$547,170	$547,170	$3,129,504	($167,111)	$380,059	$3,582,045
2031	$785,556	$3,520,918	$4,306,474	$1,011,992	$1,688,006	$2,699,998	$1,204,740	$2,191,302	$3,396,042	$6,096,040	($1,606,476)	$1,789,566	$5,371,612
2032	$782,806	$3,520,700	$4,303,506	$1,011,992	$1,967,859	$2,979,851	$1,775,100	$3,228,730	$5,003,830	$7,983,681	($1,323,656)	$3,680,174	$9,051,786
2033	$784,531	$3,523,239	$4,307,770	$1,011,992	$2,194,276	$3,206,268	$1,484,100	$2,699,430	$4,183,530	$7,389,798	($1,101,501)	$3,082,029	$12,133,815
2034	$785,656	$3,518,527	$4,304,183	$1,011,992	$2,373,368	$3,385,360	$1,187,280	$2,159,544	$3,346,824	$6,732,184	($918,823)	$2,428,001	$14,561,815
2035	$786,322	$3,521,007	$4,307,329	$1,011,992	$2,528,682	$3,540,674	$1,181,460	$2,148,958	$3,330,418	$6,871,092	($766,655)	$2,563,763	$17,125,578
2036	$786,519	$3,520,376	$4,306,895	$1,011,992	$2,606,834	$3,618,826	$296,820	$539,886	$836,706	$4,455,532	($688,069)	$148,637	$17,274,215
2037	$759,400	$3,545,513	$4,304,913	$1,011,992	$2,670,849	$3,682,841	$291,000	$529,300	$820,300	$4,503,141	($622,072)	$198,228	$17,472,443
2038	$754,900	$3,551,078	$4,305,978	$1,011,992	$2,706,175	$3,718,167	$3,864,490	$7,029,164	$10,893,654	$14,611,821	($587,811)	$10,305,843	$27,778,286
2039	$759,600	$3,547,768	$4,307,368	$1,011,992	$2,731,292	$3,743,284	$3,864,490	$7,029,164	$10,893,654	$14,636,938	($564,084)	$10,329,570	$38,107,856
2040	$758,400	$3,544,840	$4,303,240	$1,011,992	$2,747,132	$3,759,124	$3,864,490	$7,029,164	$10,893,654	$14,652,778	($544,116)	$10,349,538	$48,457,394
2041	$756,400	$3,546,420	$4,302,820	$1,011,992	$2,753,432	$3,765,424	$3,841,210	$6,986,820	$10,828,030	$14,593,454	($537,396)	$10,290,634	$58,748,028
2042	$758,500	$3,547,438	$4,305,938	$1,011,992	$2,752,235	$3,764,227	$3,841,210	$6,986,820	$10,828,030	$14,592,257	($541,711)	$10,286,319	$69,034,348
2043	$759,600	$3,543,158	$4,302,758	$1,011,992	$2,744,274	$3,756,266	$3,841,210	$6,986,820	$10,828,030	$14,584,296	($546,492)	$10,281,538	$79,315,886
2044	$759,700	$3,543,274	$4,302,974	$1,011,992	$2,730,229	$3,742,221	$3,841,210	$6,986,820	$10,828,030	$14,570,251	($560,753)	$10,267,277	$89,583,162
2045	$758,800	$3,545,889	$4,304,689	$1,011,992	$2,710,727	$3,722,719	$3,841,210	$6,986,820	$10,828,030	$14,550,749	($581,970)	$10,246,060	$99,829,223
2046	$756,900	$3,550,693	$4,307,593	$1,011,992	$2,686,350	$3,698,342	$3,841,210	$6,986,820	$10,828,030	$14,526,372	($609,251)	$10,218,779	$110,048,002
2047	$758,900	$3,544,131	$4,303,031	$1,011,992	$2,657,634	$3,669,626	$3,841,210	$6,986,820	$10,828,030	$14,497,656	($633,405)	$10,194,625	$120,242,627
2048	$754,800	$3,550,855	$4,305,655	$1,011,992	$2,625,074	$3,637,066	$3,841,210	$6,986,820	$10,828,030	$14,465,096	($668,589)	$10,159,441	$130,402,067
2049	$0	$4,307,462	$4,307,462	$1,011,992	$2,526,896	$3,538,888	$1,903,150	$3,461,682	$5,364,832	$8,903,720	($768,573)	$4,596,259	$134,998,326
2050	$0	$0	$0	$1,011,992	$2,403,570	$3,415,562	$1,583,057	$2,879,494	$4,462,551	$7,878,113	$3,415,562	$7,878,113	$142,876,439
	$19,130,734	$80,976,802	$100,107,536	$27,323,784	$56,412,143	$83,735,927	$54,675,545	$103,857,497	$158,533,042	$242,268,969	($16,371,609)	$142,161,433	

Notes:

1) 2024 Budget - cash flow available for debt service

2) 2025 to 2050 - Cash flow available for debt service fdata from City Staff

3) Impact Fee data from City Staff, available one year after collection

4) Includes Certificates of Obligation, Series 2016 & 2023.

5) Assumes "AA-" Rated Insured Rates plus 0.25% as of 6/27/2024. Subject to change at any time.

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Proposed Schedule of Events

Date	Regular Scheduled Council Meetings - 6:00 PM the 4th Thursday of every month at City Hall 107 S. Main Street
Thursday, 07/25/24	Regular City Council Meeting 1) Presentation of Initial Plan of Finance to fund Projected Cost of 2024 / 25 Utility CIP 2) City Council approves Initial Projected Plan of Finance and directs Staff and Finance Team to finalize cost and timing after August 1st Utility Bid Opening 3) City Council considers and approves a Resolution to Authorize Publication of Notice of Intent to Issue Certificates of Obligation, Series 2024 (Not to Exceed Amount based on Projected Max. Cost, to be adjusted by August 1st Utility Best Bid Amount)
Thursday, 08/1/24	Open Utility Bids (90 days)
Thursday, 08/22/24	Regular City Council Meeting 1) Presentation of August 1st Utility Bid results 2) City Council approves August 1st Utility Best Bid 3) Presentation of Final Plan of Finance to fund actual cost of 2024 / 25 Utility CIP based on August 1st Best Bid 4) City Council approves Final Plan of Finance based on August 1st Utility Best Bid Amount and directs Staff and Finance Team to Implement
Thursday, 09/26/24	Pricing of Certificates of Obligation, Series 2024 Regular City Council Meeting 1) Presentation of Results of Certificates of Obligation, Series 2024 Sale and Final Transaction Numbers 2) City Council considers and approves a Ordinance approving the issuance of Certificates of Obligation, Series 2024
Prior to Closing	Attorney General Approves issuance of Certificates of Obligation, Series 2024
Wednesday, 10/9/24 (69 days after August 1st)	Closing of Certificates of Obligation, Series 2024 and delivery of funds to the City of Aubrey

Footnotes

1) Agenda Item - Aubrey City Council Formal Action

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Questions and Discussion

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City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Consideration and action on a Resolution authorizing the publication of Notice of Intent to issue Certificates of Obligation, Series 2024 for purchase and installation of water and sewer system upgrades and construction of a wastewater treatment plant.

Staff Contact
Mike English, Finance Director, Jim Sabonis
menglish@aubreytx.gov
940-440-9343

Summary
This item is a presentation of the initial plan of finance to fund Projected Cost of 2024/2025 Utility Capital Improvement Projects (CIP). The main component of this CIP is the new 2.25 million gallon wastewater treatment plant (WWTP). The total estimated cost of the CIP is approximately $70,250,000 and anticipated funding will be made from utility system cash reserves ($2m), developer cash contributions ($10m) and debt funding ($58.25m). Projected system revenue and impact fees will be utilized for projected debt service payments.

The City Council will be asked to approve the initial projected plan of finance at this meeting (July 25, 2024) and to direct staff and financial advisors to finalize cost and timing at the August 1st Utility Bid Opening. Additionally, the Council will consider and approve a resolution to authorize Publication of Notice of Intent to Issue Certificates of Obligation, Series 2024 (not to exceed amount based on projected maximum cost, to be adjusted by August 1st Utility best bid amount).

Financial Summary

Staff Recommended Motion
Approve

Conditions
N/A

RESOLUTION NO. 975-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND A NOTICE OF SALE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council (the "City Council") of the City of Aubrey, Texas (the "City"), deems it advisable to issue certificates of obligation (the "Certificates") of the City, in one or more series, in an amount not to exceed $60,000,000 and in accordance with the notice hereinafter set forth;

WHEREAS, the City desires to approve the preparation of a preliminary official statement (the "Preliminary Official Statement") and the preparation of a notice of sale ("Notice of Sale") if the Certificates are issued in a competitive sale, in anticipation of its issuance of the Certificates;

WHEREAS, the City Council has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of section 271.049 of the Texas Local Government Code; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

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

Section 1. The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City's intention to issue the Certificates (the "Notice").

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For purposes of section 1.150-2(d) of the Treasury Regulations, this Notice serves as the City's official declaration of intent to use proceeds of the Certificates to reimburse itself from Certificates issued in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Section 5. The Mayor, City Manager, the Director of Finance, City Secretary and other appropriate officials of the City, the City's financial advisor and bond counsel are authorized and directed to proceed with the preparation of the Preliminary Official Statement and the Notice of Sale, if any, and to make other necessary arrangements for the sale of the Certificates at a future meeting of the City Council of the City.

Section 6. The City hereby authorizes the preparation and distribution of a Notice of Sale (if a competitive sale) and Preliminary Official Statement relating to the Certificates and authorizes the Director of Finance or City Administrator to approve the final form of and deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

Section 7. The Mayor, City Administrator, or the Director of Finance, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8. This resolution shall take effect immediately from and after its passage by the City Council of the City.

(Signature page follows)

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Aubrey, Texas this 25th day of July, 2024.

_____
Chris Rich, Mayor

ATTEST:

_____
Jenny Hicks, City Secretary

[SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Aubrey, Texas (the "Town"), will meet in the Council Chambers at the Aubrey City Council Chambers, 226 Countryside Drive, Aubrey, Texas 76227, the meeting place of the City Council, at 6:00 p.m. on the 26th day of September, 2024, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation (the "Certificates") in one or more series, in the total maximum aggregate principal amount not to exceed $60,000,000, payable from the levy of a direct and continuing ad valorem tax against all taxable property within the City sufficient to pay the interest on the Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Chapter 271, Subchapter C, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City's waterworks and sewer system, such pledge of surplus revenues being limited to $1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with: (i) designing, engineering, developing, constructing, improving and equipping water and wastewater facilities and improvements, including the acquisition of land; and (ii) professional services incurred in connection with item (i) and (iii) to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is $100,467,358. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 4.36%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City is $30,841,000, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City on time and in full is $45,904,796.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 25th day of July, 2024.

/s/Jenny Hicks, City Secretary
City of Aubrey, Texas

Case Report - Aubrey Heights Final Plat
Planning and Zoning Commission –July 11, 2024
City Council – July 25, 2024

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Consideration and action on a Final Plat for Aubrey Heights containing 142 residential lots and seven (7) open space lots in 39.51 acres of land out of the J. Fisher Survey, Abstract No. 432, City of Aubrey, Denton County, Texas (*Roger & Lisa Prier)*

Owner:	Roger and Lisa Prier
Engineer:	CCM Engineering (Cody Crannel, PE)
Location:	The property is generally located west of Highway 377, south of W. Blackjack Road, and east of Blackjack Oaks Road.
Zoning:	SF-PD, Single-Family Residential Planned Development with SF-75 as base zoning.
Future Land Use Plan:	Estate Neighborhood
Current Use:	Undeveloped

Analysis:

On October 27, 2022 the Aubrey City Council approved a Preliminary Plat for 39.51 acres, 144 single family residential lots, and four (4) open space lots. The Final Plat includes 142 residential lots and seven (7) open space lots.

The layout of the Final Plat is consistent with the approved Preliminary Plat, the PD Zoning ordinance, and with the development agreement approved by the City Council, as are the building setbacks and lot dimensions.

Utilities:
Water and sanitary sewer service will be provided by the City of Aubrey. Texas New Mexico Power (TNMP), CoServ, and AT&T are providers for this property.

Engineer Review:
The City Engineer has reviewed the civil construction plans and the plans will need to be redesigned to accommodate the additional ROW required for Blackjack Road.

Recommendation:

The Final Plat for Aubrey Heights is recommended for approval subject to the following conditions:

1. The Final Plat shall be revised per the City Engineer and City Planner reviews;

2. Final Plat approval for the development is subject to the Rough Proportionality share of offsite water and sewer improvements to fund upgrades to the systems. An agreement for payment of the Development Fees shall be required prior to City Council consideration of the Final Plat;
3. All engineering plans shall be revised per the City Engineer's review and the development shall be redesigned to provide for the additional 20 feet of ROW required to satisfy the ROW requirements for Blackjack Road;
4. The landscape and screening plans shall be revised per the City Planner's review to reflect the additional 20 feet of ROW required to satisfy the ROW requirements for Blackjack Road;
5. Drainage and access easements identified but not complete with recording information are to be added to the Final Plat prior to filing (Clarification: *reference any easements (by volume and page) that are not being dedicated through the plat. Separate instruments for easements, if any, must be noted on the Final Plat*);
6. Landscape, Screening, retaining walls, and irrigation plans shall be approved prior to referenced work commencing;
7. The applicant shall resubmit all of the above noted plans by July 12, 2024 for engineering and planning review prior to City Council agenda reports are completed;
8. HOA documents shall be approved by the City Attorney and filed in conjunction with the Final Plat; and
9. Any existing structures on the property shall be removed prior to site development.

Other requirements for filing: Signed Final Plat, tax certificate for filing, and filing fees.

Status of Final Plat and Civil Plans at the time of agenda packet preparation, July 16, 2024:

1. A revised Final Plat was submitted on July 11, 2024 and is in review by the City Engineer and City Planner.
2. Revised civil engineering plans were submitted July 12, 2024 and are in review by the City Engineer.
3. Landscaping and screening plans were submitted on July 11, 2024 and are in review by the City Planner.
4. A rough proportionality analysis for the lift station and sanitary sewer upgrades has been prepared and the Final Plat is subject to the execution of a Development Agreement outlining the proportional share and improvement payment.

The Planning and Zoning Commission recommended approval (5-2) of the Final Plat with the conditions outlined above and the modification of the following condition:

1. Condition #7 shall be revised to: "The applicant shall submit all of the above noted plans by July 12, 2024 for engineering and planning review prior to the city council agenda reports being completed and resubmitted plans may cause additional comments."

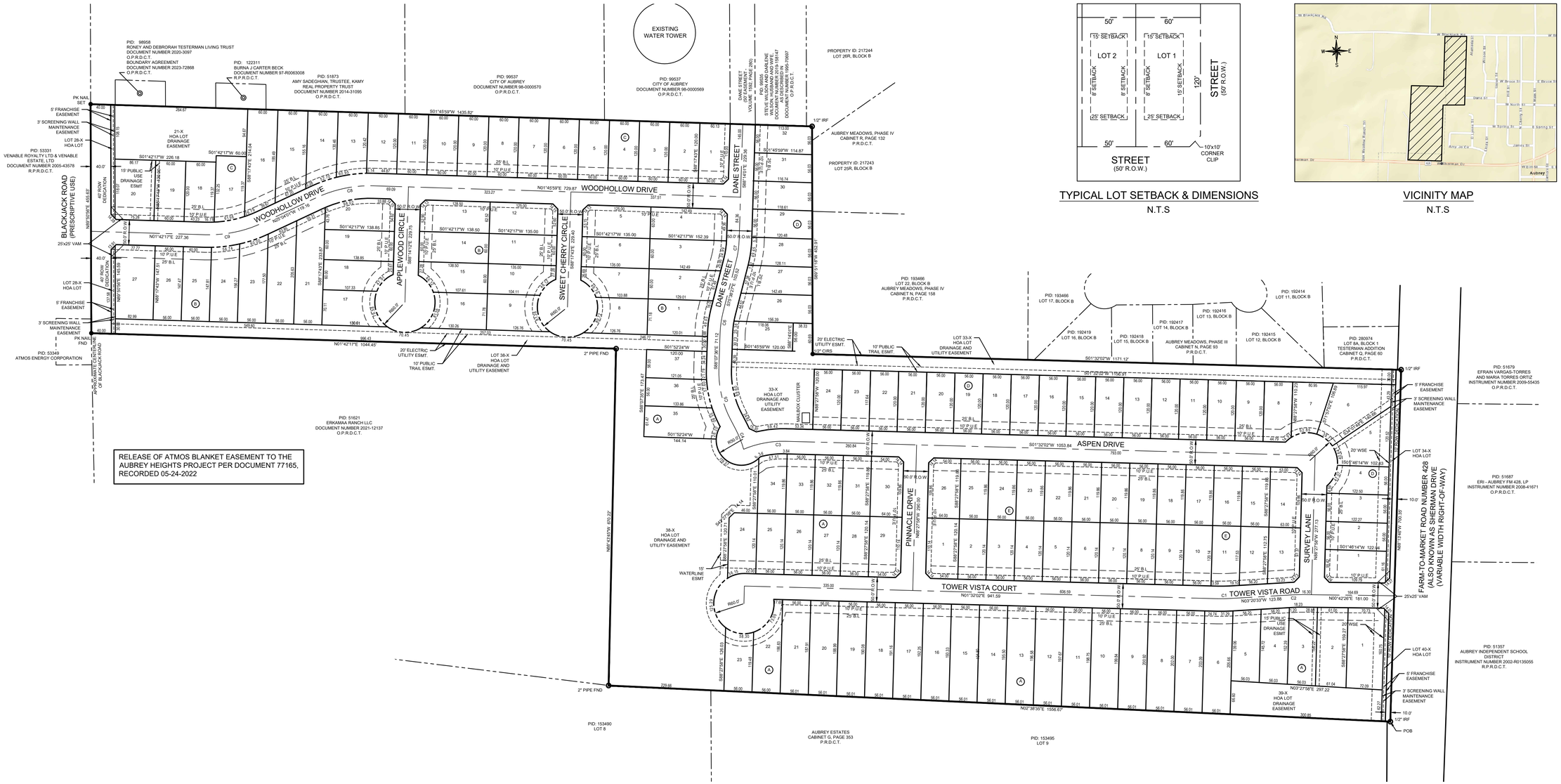
The City Council may:

1. Approve the Final Plat;

2. Approve the Final Plat with conditions; or
3. Deny the Final Plat.

Attachments:

1. Aubrey Heights Final Plat, July 11, 2024 (in review)
2. Aubrey Heights Civil Plans, July 12, 2024 (in review)
3. Aubrey Heights Landscape/Screening Plans, July 11, 2024 (in review)

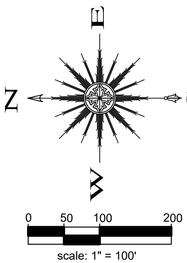


TYPICAL LOT SETBACK & DIMENSIONS

N.T.S

VICINITY MAP

N.T.S



LEGEND

PROPOSED CENTER LINE	
PUE	PUBLIC UTILITY EASEMENT
WSE	WATER & SEWER EASEMENT
VAM	25'x25' VISIBILITY EASEMENT

Roadway Curve Table			
Curve #	Length	Radius	Delta
C1	25.53	300.00	004°52'35"
C2	21.20	300.00	004°02'58"
C3	85.55	200.00	024°30'27"
C4	41.64	200.00	011°55'43"
C5	102.40	200.00	029°20'02"
C6	43.58	200.00	012°29'10"
C7	43.96	200.00	012°35'34"
C8	117.08	250.00	026°50'00"
C9	116.81	250.00	026°46'18"

GENERAL NOTES:

1. Corner lots with a width less than 65 feet are to be at least five feet wider than the average of interior lots in the block. Corner Lots with a width less than 75 feet adjacent to a Major Collector or Thoroughfare shall be at least 15 feet wider than the average of interior lots in the block.
2. All X lots are to be owned and maintained by the HOA.
3. Fire hydrants shall be installed to the standards of the City of Aubrey, Texas.
4. Minimum 4' sidewalks shall be constructed by homebuilder on both sides of the street
5. Street lights shall be provided at all intersections, along the blocks at a maximum 600-ft spacing and at all cluster mailbox locations.
6. Per approved development agreement, a 10' public trail is to be constructed along HOA Lots 33-X and 38-X
7. All existing structures, with the exception of power poles will be removed
8. "According to FEMA Rate Map No. 48121C0265G, the subject property lies within Zone X (unshaded), designated as those areas outside the 0.2% annual change floodplain"
9. Screening wall and landscaping along Farm-to-Market Road Number 428/Sherman Drive and Blackjack Road shall be maintained by HOA.
10. The City of Aubrey is not responsible for maintaining drainage easements.

Utility Providers:

CoServ
7701 South Stemmons
Denton, Tx 7620
940-321-7800

TNMP
Texas New Mexico Power
815 Office Park Circle
Lewisville, Texas 75057

AT&T
211 South Akard Street
Dallas, Tx 75202
Tyson Pate @ 214-577-7333

Water and Sewer by : City of Aubrey

FINAL PLAT
AUBREY HEIGHTS

BEING LOTS 1-37, BLOCK A,
LOTS 1-27, BLOCK B,
LOTS 1-20, BLOCK C,
LOTS 1-32, BLOCK D,
LOTS 1-26, BLOCK E
& 8-X LOTS

39.511 ACRES
SITUATED IN THE
J. FISHER SURVEY,
ABSTRACT NUMBER 432
IN THE
CITY OF AUBREY
DENTON COUNTY, TEXAS

JULY 2024

SHEET 1 OF 2

OWNER:

ROGER & LISA PRIER
1306 MORROW ROAD
VALLEY VIEW, TX 76272
(817) 929-4848

SURVEYOR

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
CONTACT: CRYSTAL ROBERTSON

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
TBPE FIRM # 605
TBLS FIRM # 10194794

Parcel Area Table		
LOT #	AREA (acre)	BLOCK
1	0.30	A
2	0.22	A
3	0.20	A
4	0.19	A
6	0.26	A
7	0.26	A
8	0.26	A
9	0.26	A
10	0.26	A
11	0.25	A
12	0.25	A
13	0.25	A
14	0.25	A
15	0.25	A
16	0.25	A
17	0.25	A
18	0.25	A
19	0.24	A
20	0.24	A
21	0.24	A
22	0.19	A
23	0.15	A
24	0.16	A
25	0.15	A
26	0.15	A
27	0.15	A

Parcel Area Table		
LOT #	AREA (acre)	BLOCK
28	0.15	A
29	0.18	A
30	0.17	A
31	0.15	A
32	0.15	A
33	0.15	A
34	0.15	A
35	0.20	A
36	0.16	A
37	0.15	A
38	2.87	A-1
39	0.46	A-1

Parcel Area Table		
LOT #	AREA (acre)	BLOCK
1	0.20	B
2	0.19	B
3	0.20	B
4	0.22	B
5	0.19	B
6	0.19	B
7	0.17	B
8	0.17	B
9	0.17	B
10	0.17	B
11	0.19	B
12	0.19	B
13	0.20	B
14	0.19	B
15	0.18	B
16	0.18	B
17	0.18	B
18	0.18	B
19	0.19	B
20	0.19	B
21	0.53	B
23	0.21	B
24	0.19	B
25	0.38	B

Parcel Area Table		
LOT #	AREA (acre)	BLOCK
1	0.16	C
2	0.17	C
3	0.17	C
4	0.17	C
6	0.17	C
7	0.17	C
8	0.17	C
9	0.17	C
10	0.17	C
11	0.17	C
12	0.17	C
13	0.17	C
14	0.19	C
15	0.23	C
16	0.28	C
17	0.18	C
18	0.17	C
19	0.17	C
20	0.24	C
21	0.65	C

Parcel Area Table		
LOT #	AREA (acre)	BLOCK
1	0.19	D
2	0.17	D
3	0.17	D
4	0.16	D
5	0.22	D
6	0.27	D
7	0.15	D
8	0.15	D
9	0.15	D
10	0.15	D
11	0.15	D
12	0.15	D
13	0.15	D
14	0.15	D
15	0.15	D
16	0.15	D
17	0.15	D
18	0.15	D
19	0.15	D
20	0.15	D
21	0.15	D
22	0.15	D
23	0.15	D
24	0.15	D
25	0.15	D
26	0.19	D

Parcel Area Table		
LOT #	AREA (acre)	BLOCK
27	0.17	D
28	0.16	D
29	0.15	D
30	0.15	D
31	0.15	D
32	0.15	D
33	0.61	D

Parcel Area Table		
LOT #	AREA (acre)	BLOCK
1	0.18	E
2	0.15	E
3	0.15	E
4	0.15	E
5	0.15	E
6	0.15	E
7	0.15	E
8	0.15	E
9	0.15	E
10	0.15	E
11	0.15	E
12	0.15	E
13	0.16	E
14	0.17	E
15	0.15	E
16	0.15	E
17	0.15	E
18	0.15	E
19	0.15	E
20	0.15	E
21	0.15	E
22	0.15	E
23	0.15	E
24	0.15	E
25	0.15	E
26	0.17	E

X LOTS		
LOT	BLOCK	PURPOSE
38-X	A	DRAINAGE
39-X	A	DRAINAGE
40-X	A	SCREENING WALL
28-X	B	SCREENING WALL
21-X	C	DRAINAGE
22-X	C	SCREENING WALL
33-X	D	UTILITY & DRAINAGE
34-X	D	SCREENING WALL
33-X	D	UTILITY & DRAINAGE
34-X	D	SCREENING WALL

TOTAL ACREAGE: 39.51
SINGLE FAMILY ACREAGE: 34.80
X-LOT ACREAGE: 4.71

CoSERV

The location and width of the (electric and/or gas) easements shown on this plat are acceptable to CoSERV

_____
NAME, TITLE DATE

AT&T

The location and width of the (telephone and or cable) easements shown on this plat are acceptable to AT&T

_____
NAME, TITLE DATE

TNMP

The location and width of the (electric) easements shown on this plat are acceptable to TNMP

_____
NAME, TITLE DATE

STATE OF TEXAS §
COUNTY OF DENTON §

THAT, We, Roger Prier and Lisa Prier, being the owners of that certain tract of land hereinafter described as follows:

BEING all of that certain tract or parcel of land situated in the J. Fisher Survey, Abstract No. 432, Denton County, Texas, and being all of that certain tract described in deed to Roger Prier and Lisa Prier, recorded in Instrument Number 2023-83590, Official Public Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Prier tract, and being on the north right-of-way line of FM 428 - Sherman Drive;

THENCE North 02°38'35" East, with the westerly line of said Prier acre tract, a distance of 1556.67 feet to 2 inch pipe fence corner post for the northwest corner of said Prier acre tract;

THENCE North 88°43'45" West, with the northerly line of said Prier acre tract, a distance of 670.22 feet to 2 inch pipe fence corner post for the northeast corner of said Prier acre tract and being on the westerly line of said 14.98 acre tract;

THENCE North 01°42'17" East, with the westerly line of said 14.98 acre tract, a distance of 1044.44 feet to a pk nail found for the northwest corner of said 14.98 acre tract, and being in Blackjack Road;

THENCE North 89°50'56" East, along Blackjack Road with the northerly line of said 14.98 acre tract, a distance of 455.63 feet to a mag nail set for the northeast corner of said 14.98 acre tract, and being in Blackjack Road;

THENCE South 01°45'59" West, with the easterly line of said 14.98 acre tract a distance of 1435.82 feet to a 1/2 inch iron rod found for the southeast corner of said 14.98 acre tract;

THENCE South 89°51'18" West, with the southerly line of said 14.98 acre tract, a distance of 452.91 feet to a 1/2 inch iron rod set with plastic cap stamped 6677 for the southwest corner of said 14.98 acre tract and being on the easterly line of said Prier acre tract;

THENCE South 01°32'02" West, with the easterly line of said Prier acre tract, a distance of 1171.12 feet to a 1/2 inch iron rod found for the southeast corner of said Prier acre tract, and being on the north right-of-way line of FM 428 - Sherman Drive;

THENCE North 88°13'46" West, with the southerly line of said Prier acre tract, a distance of 700.35 feet to the POINT OF BEGINNING and enclosing 39.511 acres of land.

SURVEYOR'S CERTIFICATE:

This is to certify that I, Crystal Robertson, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corners monuments shown thereon as set were properly placed under my supervision in accordance with the Development Ordinance of the City of Aubrey.

FOR REVIEW ONLY
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Crystal Robertson
Registered Professional Land Surveyor #5447

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Crystal Robertson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

_____
Notary Public in and for the State of Texas

OWNER'S CERTIFICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS my hand this the _____ day of _____, 2024

_____
Roger Prier

_____
Lisa Prier

STATE OF:
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for _____ County

My Commission Expires: _____

STATE OF:
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for _____ County

My Commission Expires: _____

CERTIFICATE OF FINAL PLAT APPROVAL

This Final Plat was reviewed and approved by the City Council of the City of Aubrey, Texas the_____ day of _____, 2024

_____
Chris Rich, Mayor, City of Aubrey, Texas

FINAL PLAT
AUBREY HEIGHTS

BEING LOTS 1-37, BLOCK A,
LOTS 1-27, BLOCK B,
LOTS 1-20, BLOCK C,
LOTS 1-32, BLOCK D,
LOTS 1-26, BLOCK E
& 8-X LOTS

39.511 ACRES
SITUATED IN THE
J. FISHER SURVEY, ABSTRACT NO. 432
IN THE
CITY OF AUBREY
DENTON COUNTY, TEXAS

JULY 2024

OWNER:

ROGER & LISA PRIER
1306 MORROW ROAD
VALLEY VIEW, TX 76272
(817) 929-4848

SURVEYOR

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
CONTACT: CRYSTAL ROBERTSON

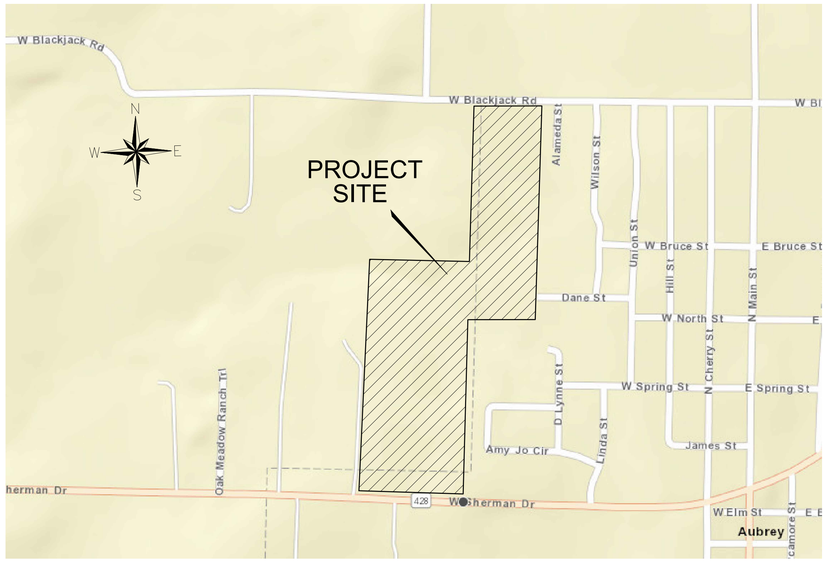
CCM ENGINEERING

2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
TBPE FIRM # 605
TBLS FIRM # 10194794

Construction Plans for

Aubrey Heights

City of Aubrey , Denton County, Texas



LOCATION MAP

N. T. S.

SHEET INDEX

SHEET NO.	DESCRIPTION
00	COVER
FP	FINAL PLAT
01-09	PAVING PLANS AND PROFILES
10-14	GRADING PLAN
15-16	STREET LIGHT & SIGNAGE PLAN
17-18	SANITARY SEWER PLAN
19-24	SANITARY SEWER PROFILES
25-39	WATER PLAN AND PROFILES
40	EXISTING DRAINAGE AREA MAP
41	PROPOSED REGIONAL DRAINAGE AREA MAP
42-43	PROPOSED DRAINAGE AREA MAP
44	PROPOSED DRAINAGE AREA MAP CALCULATIONS
45	HGL CALCULATIONS
46-48	DETENTION POND
49-57	STORM SEWER PLANS & PROFILES
58	EROSION CONTROL PLAN
CD1-CD7	DETAIL SHEETS

OWNER:

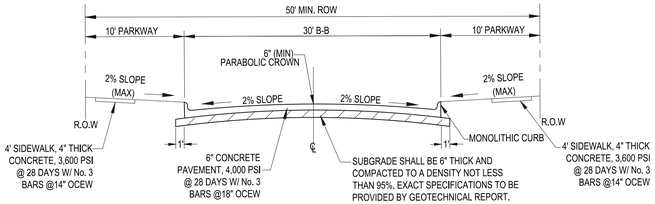
JANIE M. PROFFER
3669 ALLISON ROAD CALERA, OK 74730
ROGER & LISA PRIER
1306 MORROW ROAD VALLEY VIEW, TX 76272

Engineer:

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
TBPE Firm #605

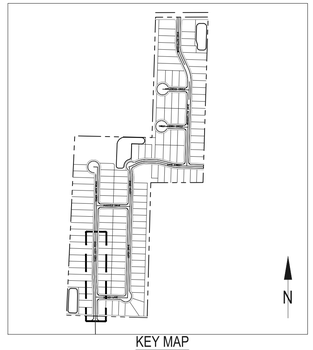
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

J U L Y , 2 0 2 4



PAVING SECTION

N.T.S



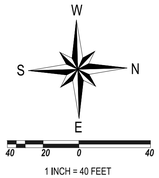
KEY MAP
N. T. S.

CAUTION
UNDERGROUND UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER DOES NOT ACCEPT THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

NOTE

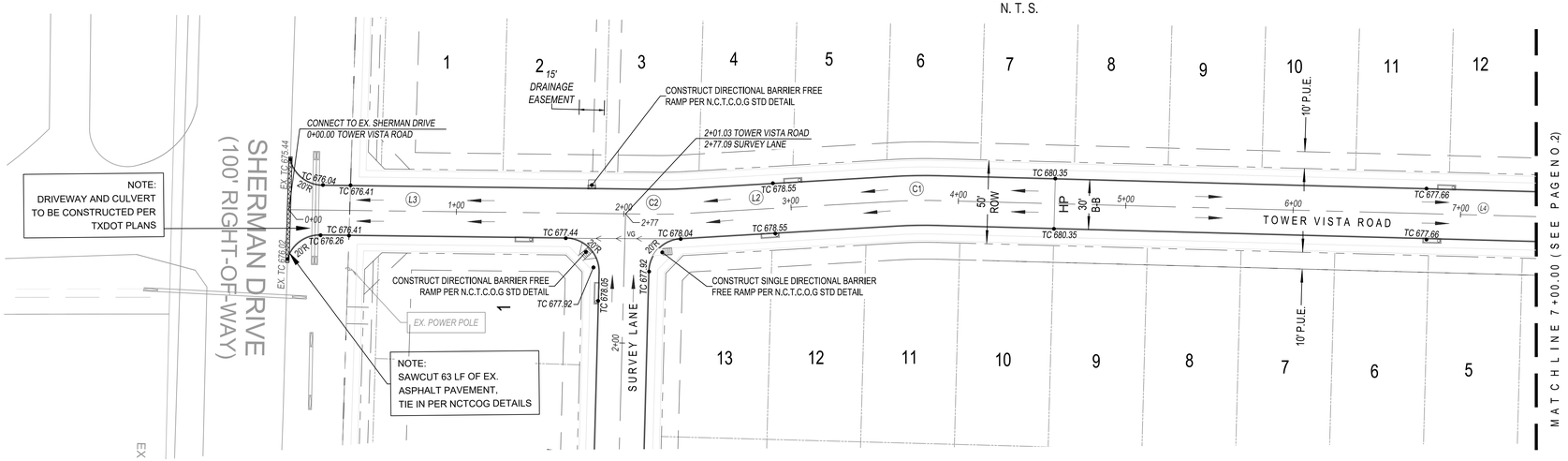
"ALL RAMPS TO BE BUILT BY DEVELOPERS"



1 INCH = 40 FEET

LEGEND

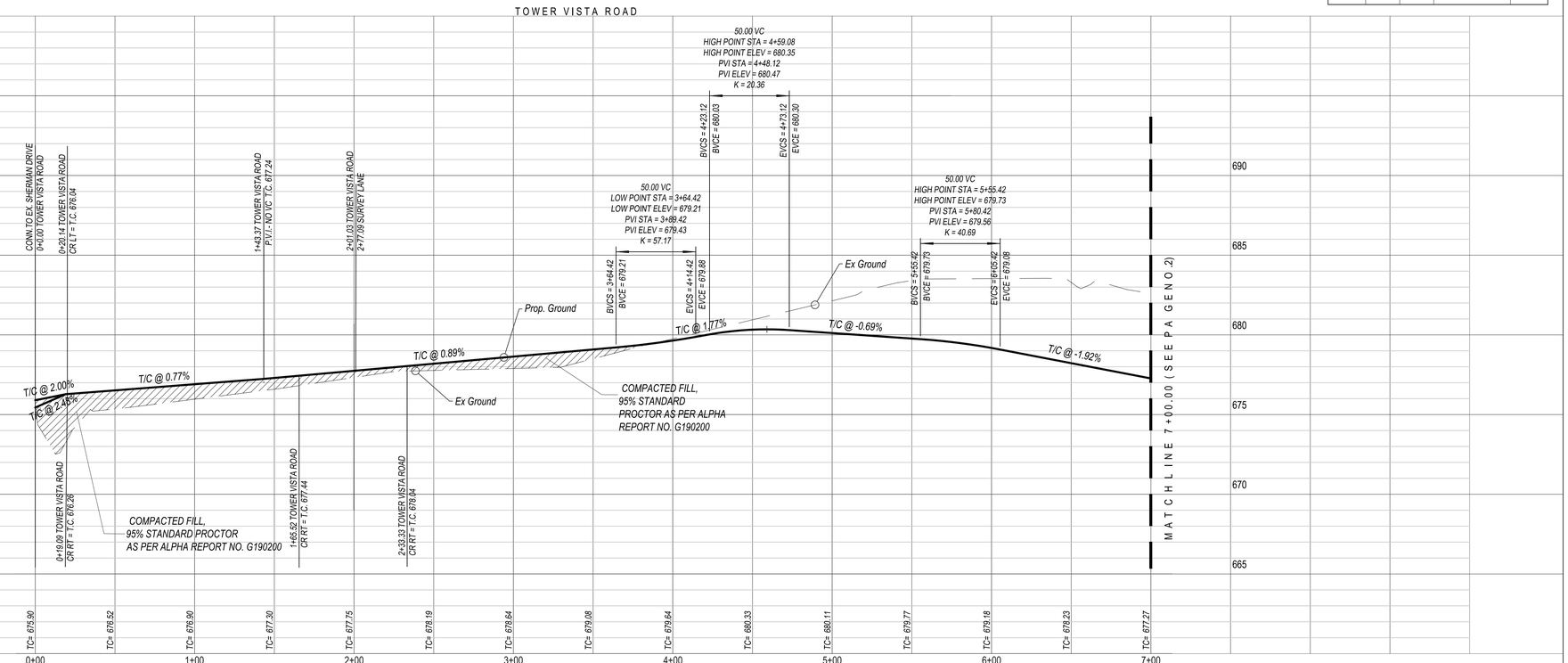
TC XXX.XX	TOP OF CURB ELEVATION
BFR	BARRIER FREE RAMP FOR PEDESTRIAN USE PER CITY STANDARD DETAILS
B-B	BACK OF CURB TO BACK OF CURB DISTANCE
ROW	RIGHT OF WAY
CPI RT/LT	CURVE POINT OF INTERSECTION RIGHT/LEFT
CR RT/LT	CURB RETURN RIGHT/LEFT
VG	VALLEY GUTTER
	FLOW ARROW



EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.

TOWER VISTA ROAD

Number	Radius	Length	Line/Chord Direction	A Value
L3		217.34	N0° 42' 25.69"E	
C2	300.00	21.20	N1° 19' 03.46"W	
L2		123.88	N3° 20' 32.60"W	
C1	300.00	25.53	N0° 54' 15.26"W	
L4		941.59	N1° 32' 02.09"E	



CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

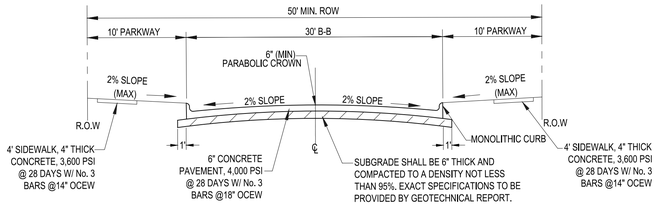
Paving
Plan & Profile
Tower Vista Road

STATE OF TEXAS
CODY B. CRAINELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

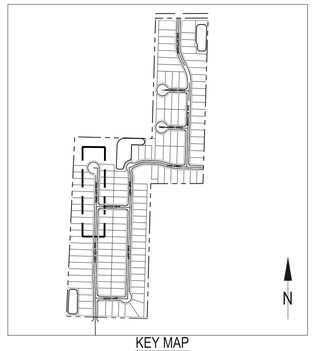
DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 01 of 58



PAVING SECTION

N.T.S



KEY MAP

N. T. S.

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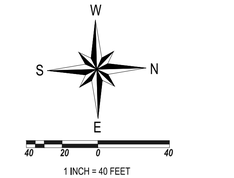

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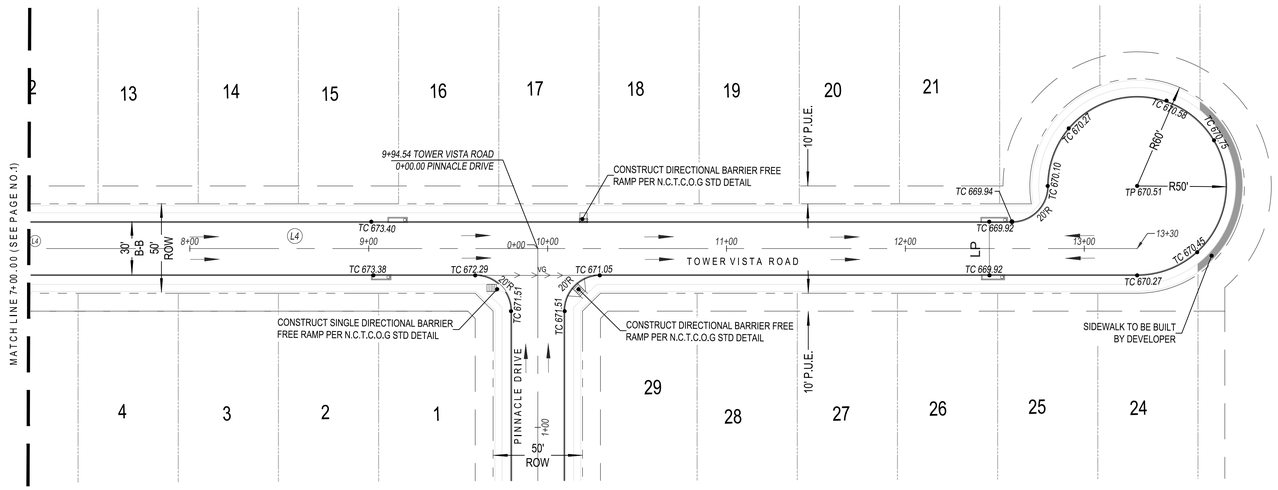
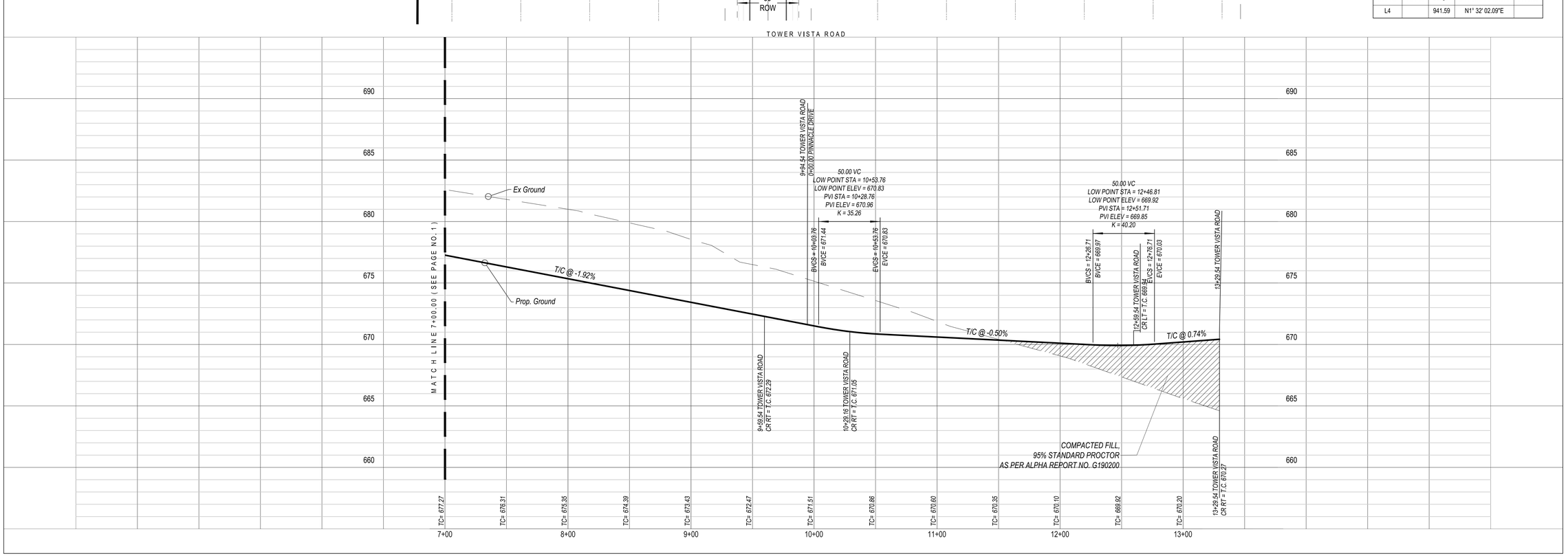


TOWER VISTA ROAD				
Number	Radius	Length	Line/Chord Direction	A Value
L4		941.59	N1° 32' 02.09"E	



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AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Paving Plan & Profile Tower Vista Road

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
01-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
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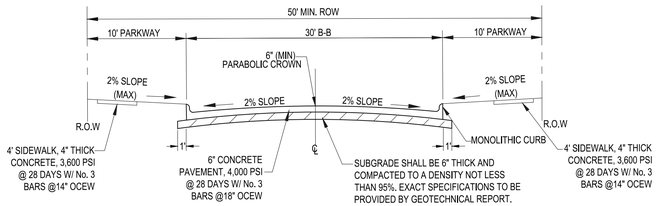
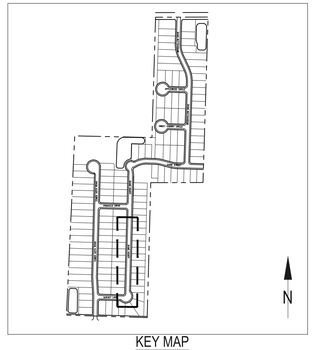
Sheet 02 of 58



PAVING SECTION

N.T.S



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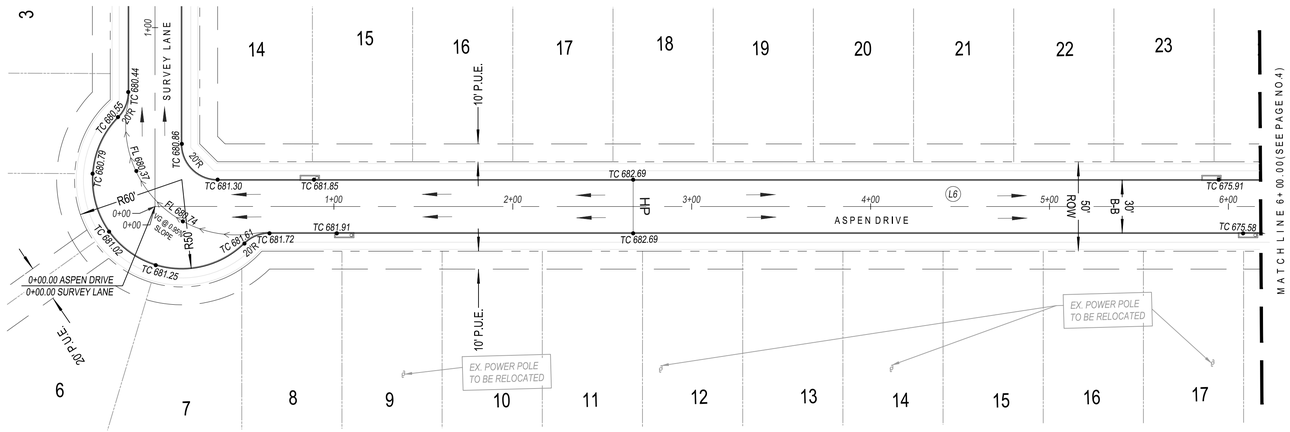
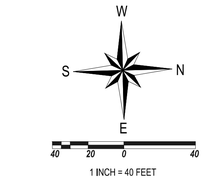


ASPEN DRIVE				
Number	Radius	Length	Line/Chord Direction	A Value
L6		1053.84	N1° 32' 02.09"E	



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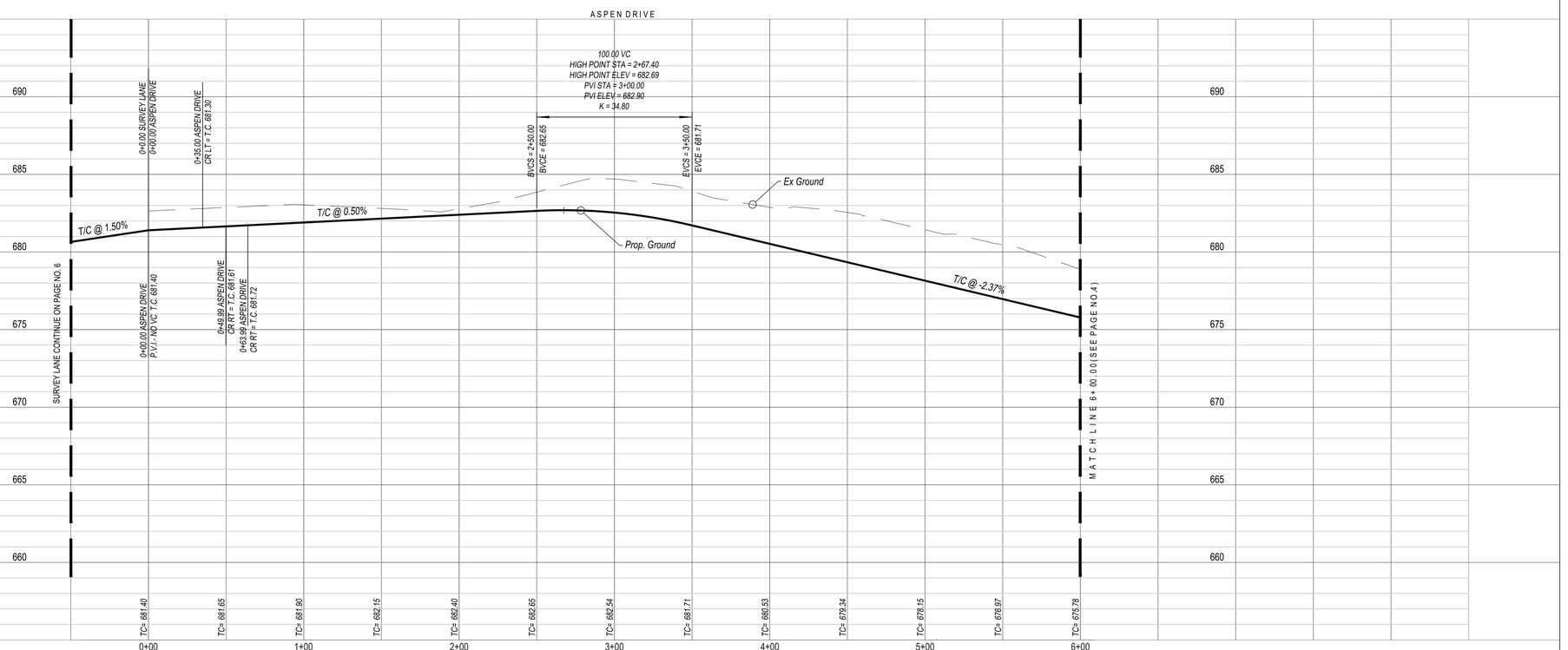


CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

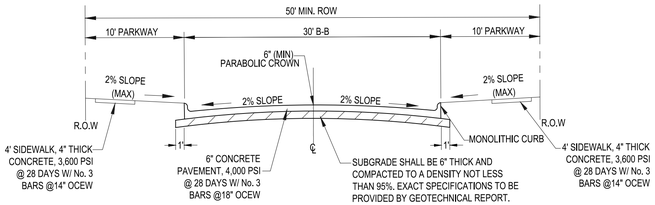
Paving Plan & Profile Aspen Drive

STATE OF TEXAS
CODY B. CRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

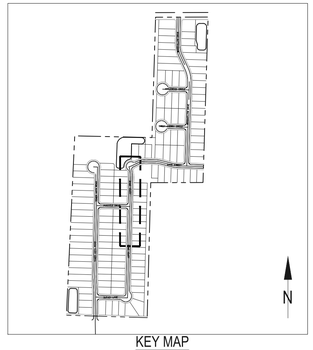
REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

Sheet 03 of 58



PAVING SECTION
N.T.S



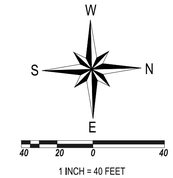
KEY MAP
N. T. S.

CAUTION
UNDERGROUND UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER DOES NOT ACCEPT THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

NOTE

"ALL RAMPS TO BE BUILT BY DEVELOPERS"

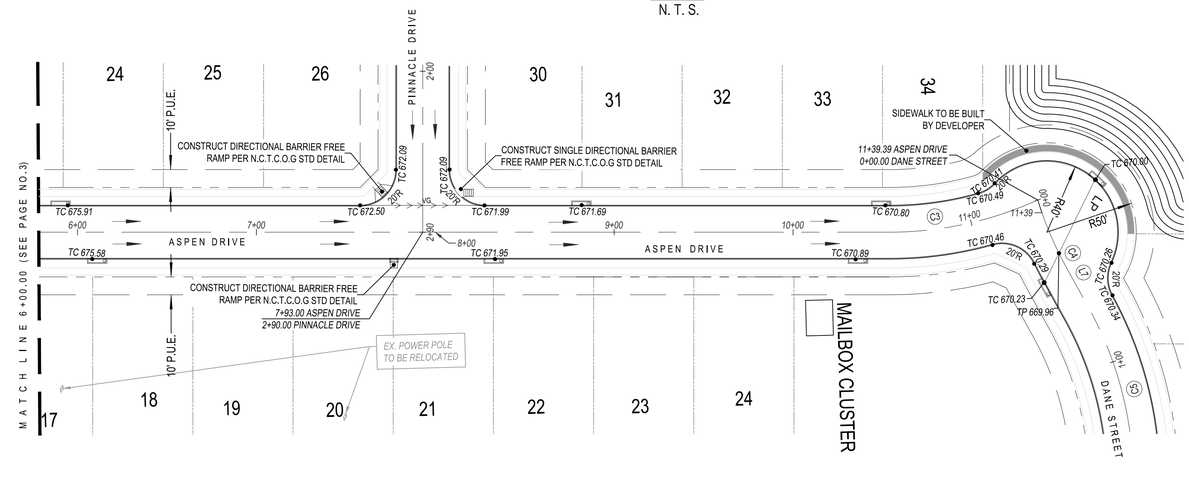


1 INCH = 40 FEET

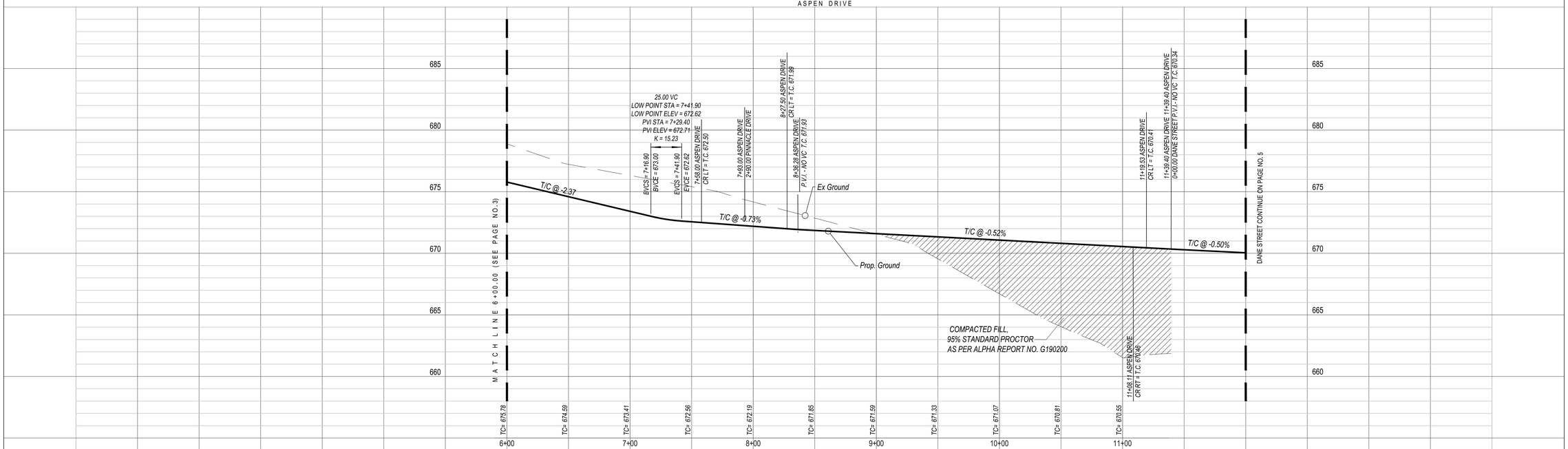
LEGEND

TC XXX.XX	TOP OF CURB ELEVATION
BFR	BARRIER FREE RAMP FOR PEDESTRIAN USE PER CITY STANDARD DETAILS
B-B	BACK OF CURB TO BACK OF CURB DISTANCE
ROW	RIGHT OF WAY
CPI RT/LT	CURVE POINT OF INTERSECTION RIGHT/LEFT
CR RT/LT	CURB RETURN RIGHT/LEFT
VG	VALLEY GUTTER
	FLOW ARROW

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.



ASPEN DRIVE				
Number	Radius	Length	Line/Chord Direction	A Value
C3	200.00	85.55	N10° 43' 11.28"W	



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Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

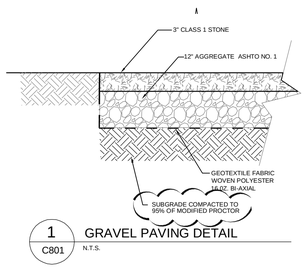
Paving Plan & Profile Aspen Drive

STATE OF TEXAS
CODY P. CRAINEL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

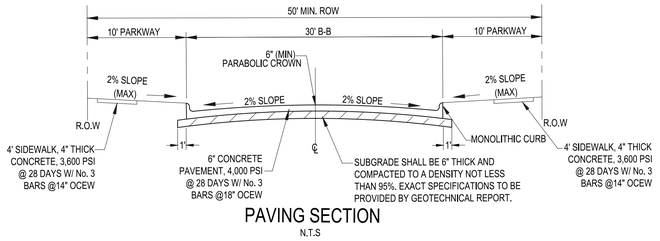
REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

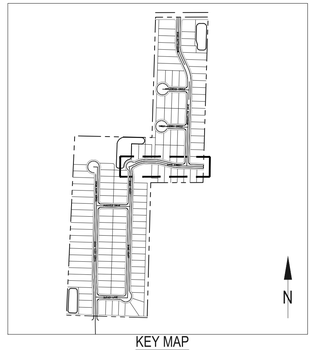
Sheet 04 of 58



1 C801 GRAVEL PAVING DETAIL N.T.S.



PAVING SECTION
N.T.S



KEY MAP
N. T. S.

CAUTION
UNDERGROUND UTILITIES

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NOTE

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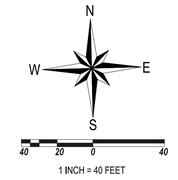


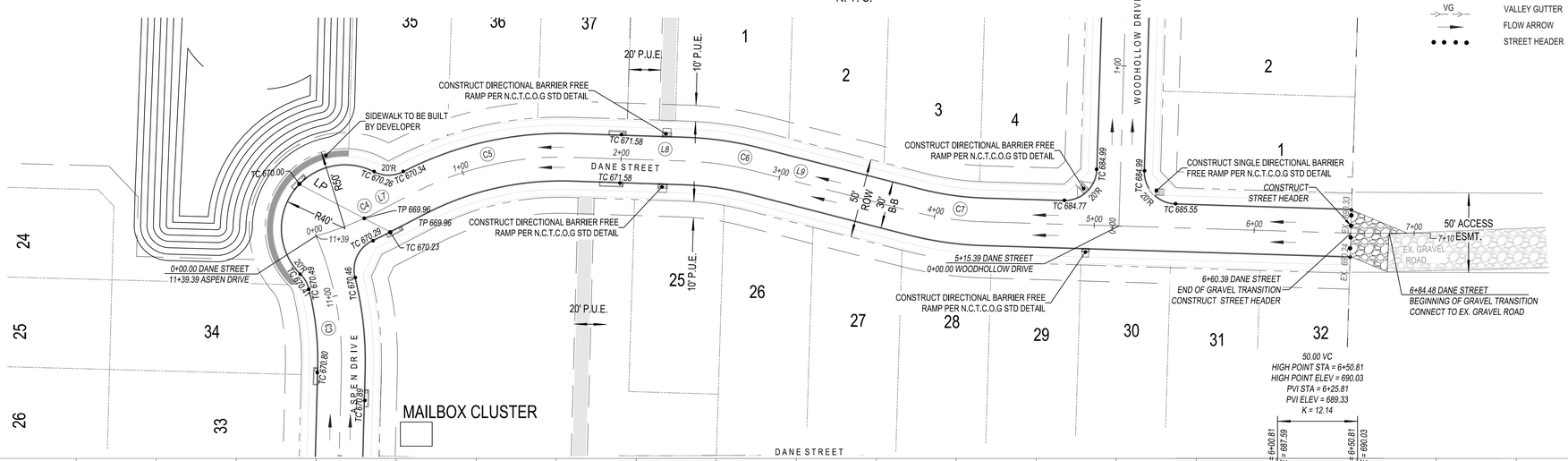
1 INCH = 40 FEET

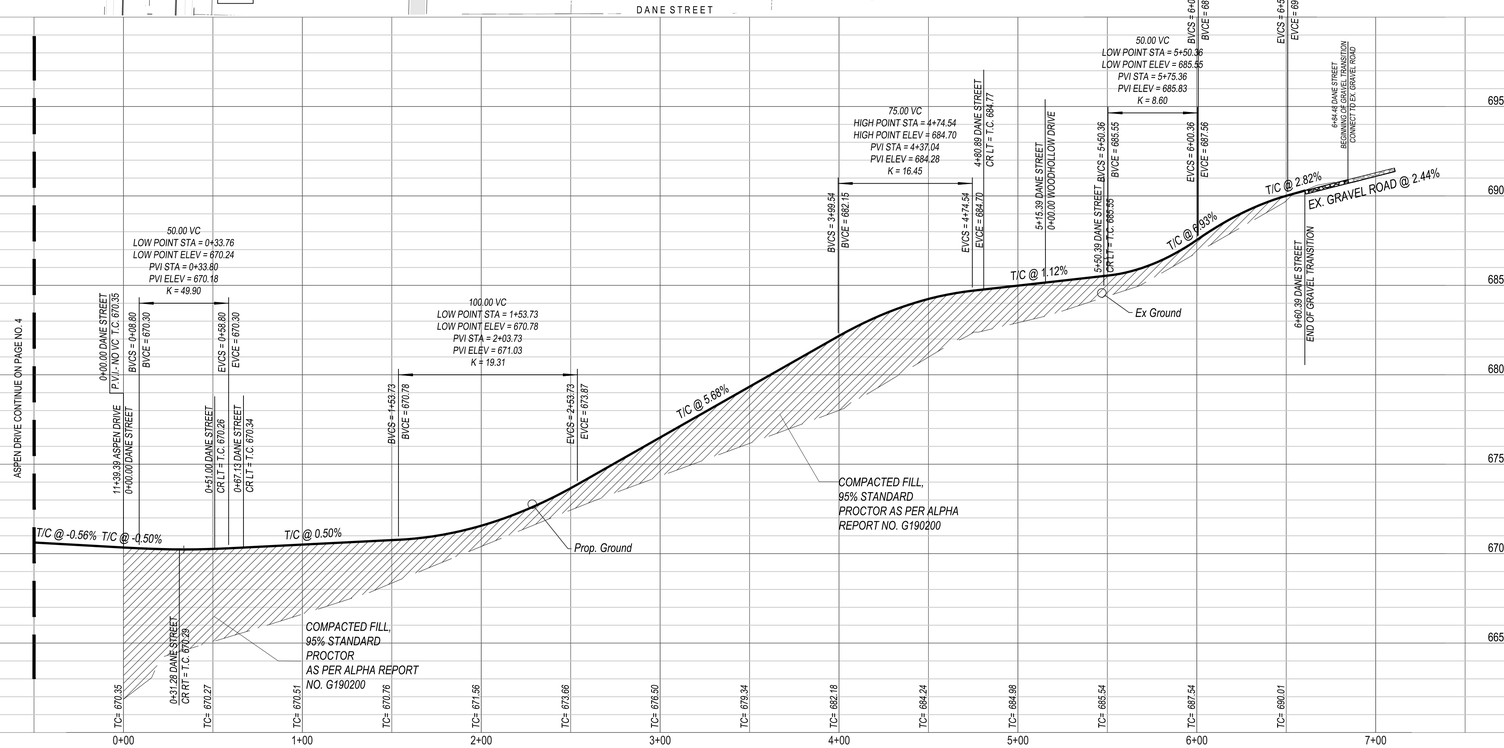
LEGEND

TC XXX.XX	TOP OF CURB ELEVATION
BFR	BARRIER FREE RAMP FOR PEDESTRIAN USE PER CITY STANDARD DETAILS
B-B	BACK OF CURB TO BACK OF CURB DISTANCE
ROW	RIGHT OF WAY
CPI RT/LT	CURVE POINT OF INTERSECTION RIGHT/LEFT
CR RT/LT	CURB RETURN RIGHT/LEFT
VG	VALLEY GUTTER
	FLOW ARROW
	STREET HEADER

DANE STREET				
Number	Radius	Length	Line/Chord Direction	A Value
C4	200.48	41.64	N68° 30' 12.48"E	
L7		24.82	N62° 32' 21.09"E	
C5	200.00	102.40	N77° 12' 22.32"E	
L8		71.12	S88° 07' 36.45"E	
C6	200.00	43.58	S81° 53' 01.68"E	
L9		103.52	S75° 38' 26.91"E	
C7	200.00	43.96	S81° 56' 13.80"E	

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.





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2570 FM 407, Suite 209
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Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Paving
Plan & Profile
Dane Street

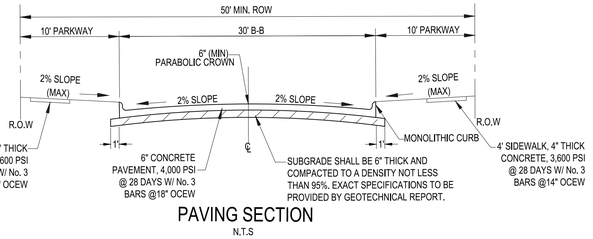
STATE OF TEXAS
CODY D. CRAINELL
105947
LICENSED
PROFESSIONAL ENGINEER
01-12-2024

REVISIONS

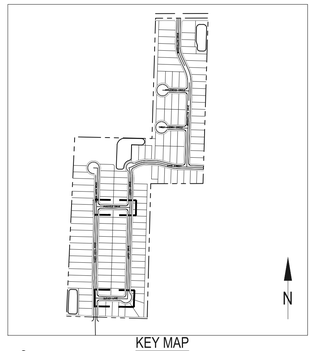
DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

Sheet 05 of 58

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.



PAVING SECTION
N.T.S



KEY MAP
N. T. S.

CAUTION
UNDERGROUND UTILITIES

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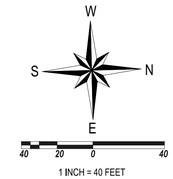
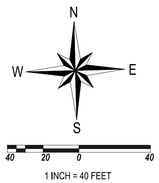
"ALL RAMPS TO BE BUILT BY DEVELOPERS"



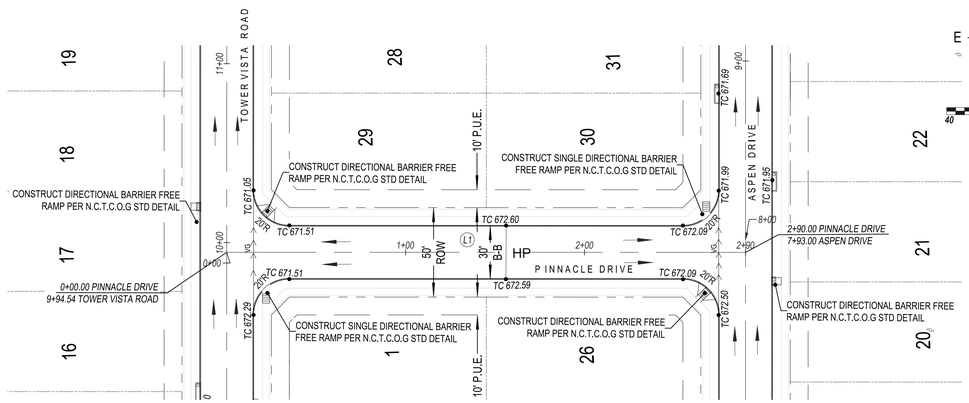
1 INCH = 40 FEET

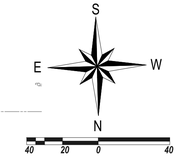
LEGEND

TC XXX.XX	TOP OF CURB ELEVATION
BFR	BARRIER FREE RAMP FOR PEDESTRIAN USE PER CITY STANDARD DETAILS
B-B	BACK OF CURB TO BACK OF CURB DISTANCE
ROW	RIGHT OF WAY
CPI RT/LT	CURVE POINT OF INTERSECTION RIGHT/LEFT
CR RT/LT	CURB RETURN RIGHT/LEFT
VG	VALLEY GUTTER
	FLOW ARROW

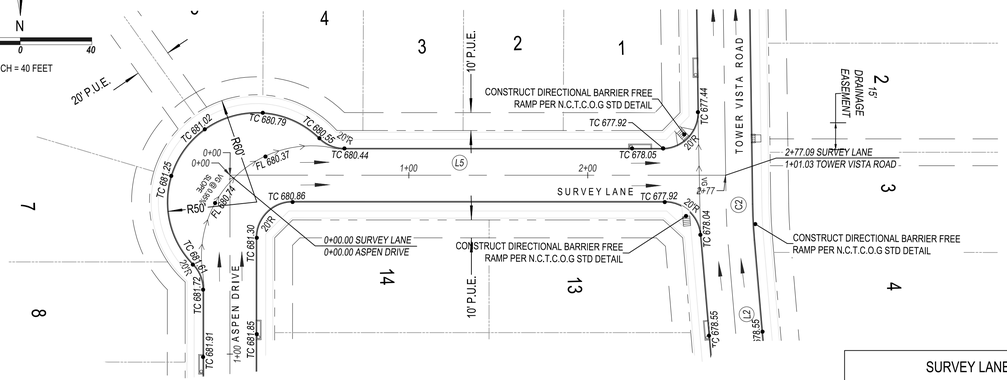


1 INCH = 40 FEET





1 INCH = 40 FEET

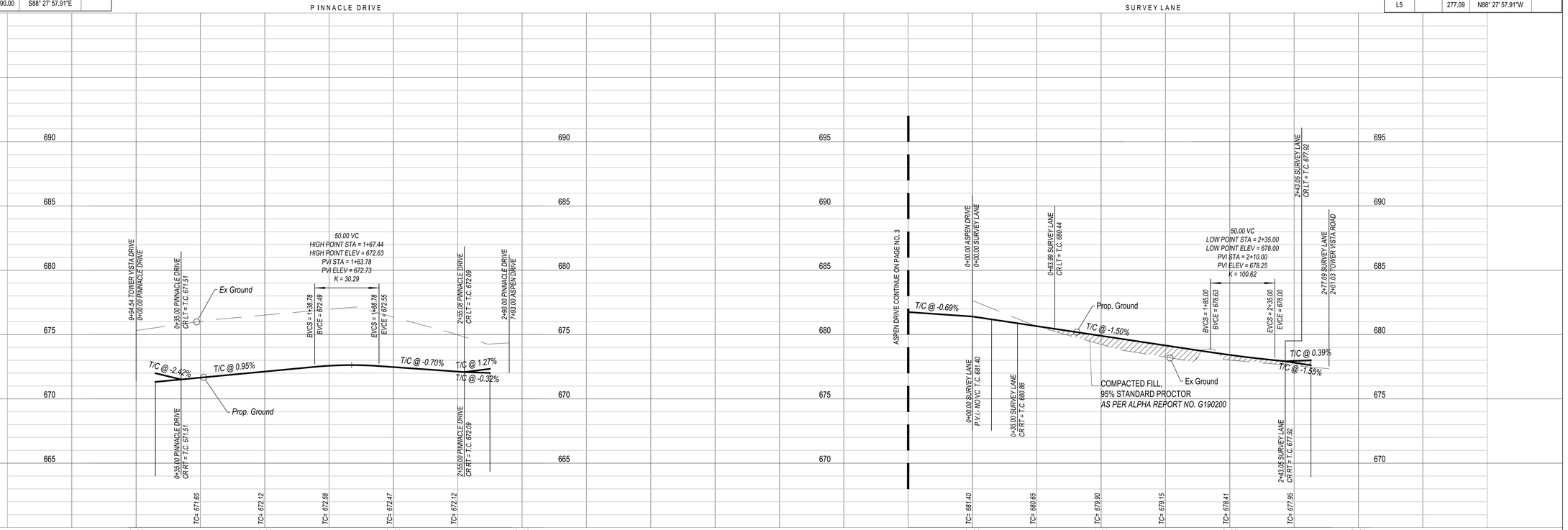


PINNACLE DRIVE

Number	Radius	Length	Line/Chord Direction	A Value
L1		290.00	S88° 27' 57.91"E	

SURVEY LANE

Number	Radius	Length	Line/Chord Direction	A Value
L5		277.09	N88° 27' 57.91"W	



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2570 FM 407, Suite 209
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Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

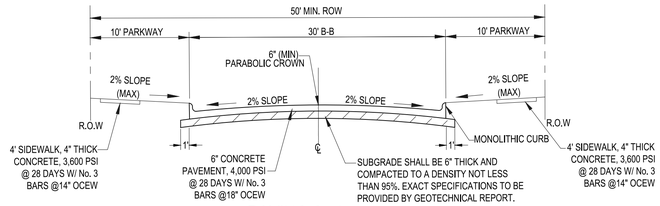
Paving Plan & Profile Pinnacle Drive & Survey Lane

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

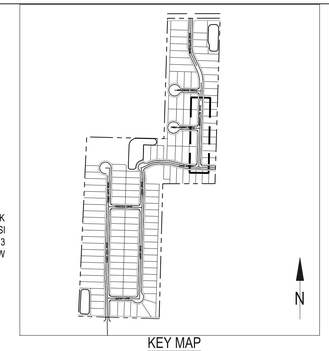
REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 06 of 58



PAVING SECTION
N.T.S



KEY MAP
N. T. S.

CAUTION
UNDERGROUND UTILITIES

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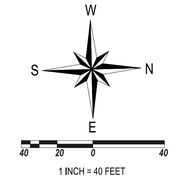
"ALL RAMPS TO BE BUILT BY DEVELOPERS"

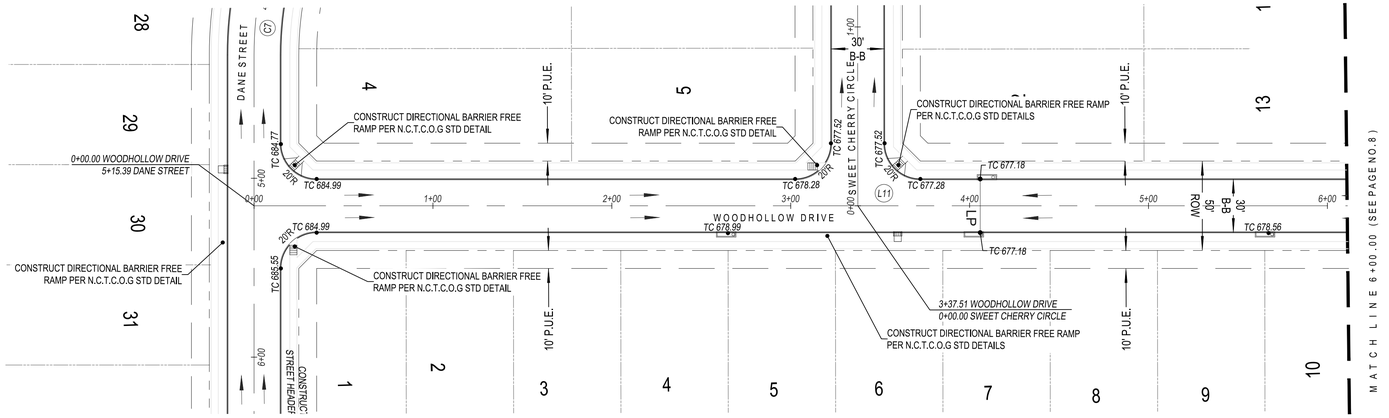


1 INCH = 40 FEET

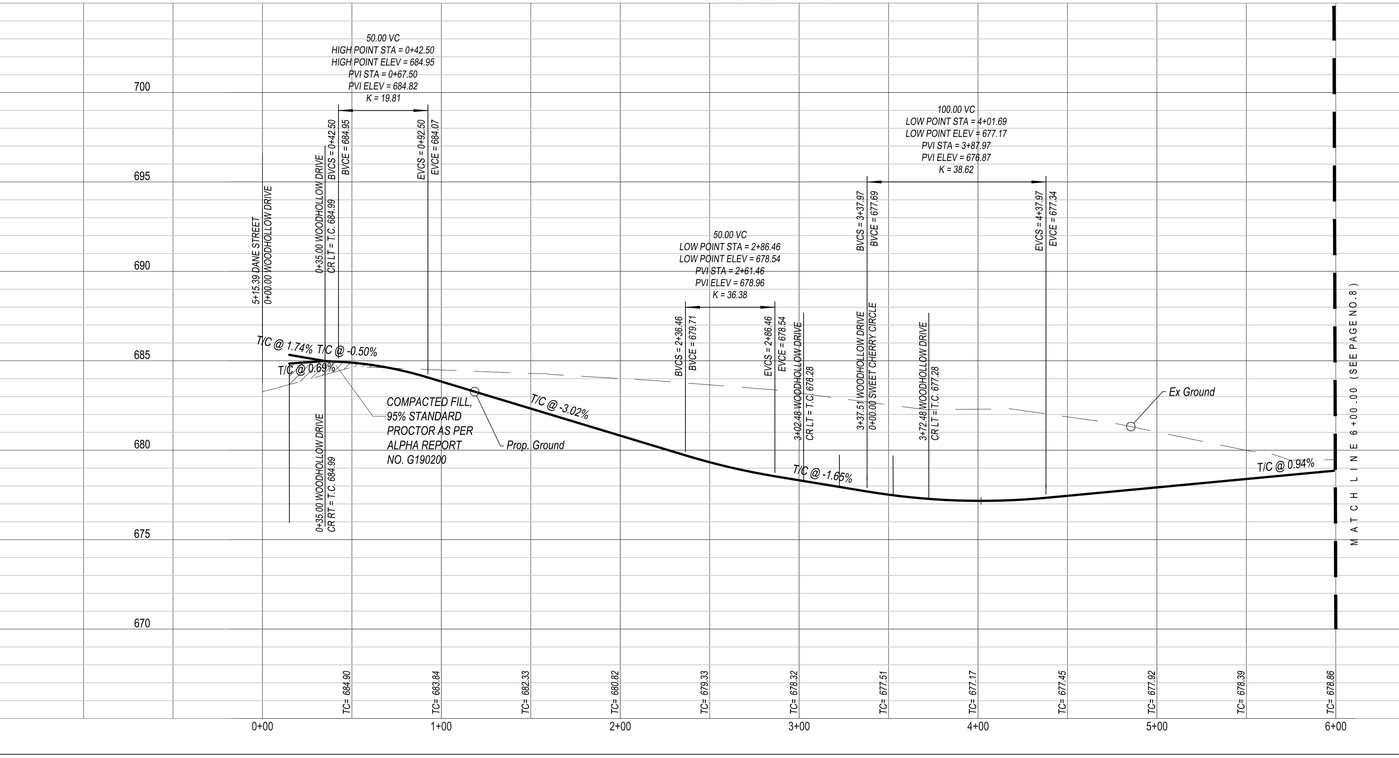
LEGEND

TC XXX.XX	TOP OF CURB ELEVATION
BFR	BARRIER FREE RAMP FOR PEDESTRIAN USE PER CITY STANDARD DETAILS
B-B	BACK OF CURB TO BACK OF CURB DISTANCE
ROW	RIGHT OF WAY
CPI RT/LT	CURVE POINT OF INTERSECTION RIGHT/LEFT
CR RT/LT	CURB RETURN RIGHT/LEFT
VG	VALLEY GUTTER
	FLOW ARROW

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.



WOODHOLLOW DRIVE				
Number	Radius	Length	Line/Chord Direction	A Value
L11		729.87	N1° 45' 59.31"E	



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Ph: 972. 691.6633
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TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

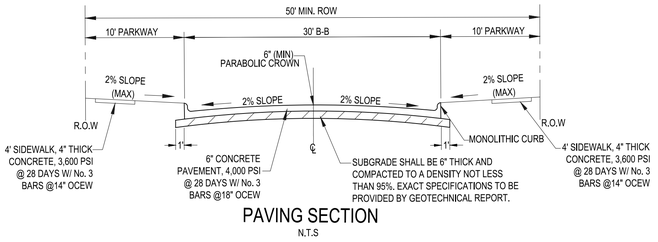
Paving Plan & Profile Woodhollow Drive

STATE OF TEXAS
CODY D. GRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

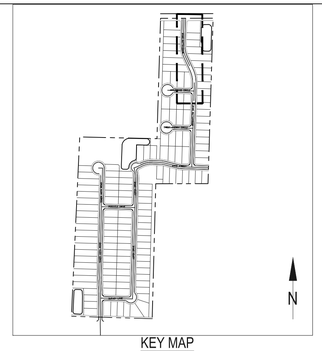
DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 07 of 58



PAVING SECTION

N.T.S



KEY MAP

N. T. S.

CAUTION

UNDERGROUND UTILITIES

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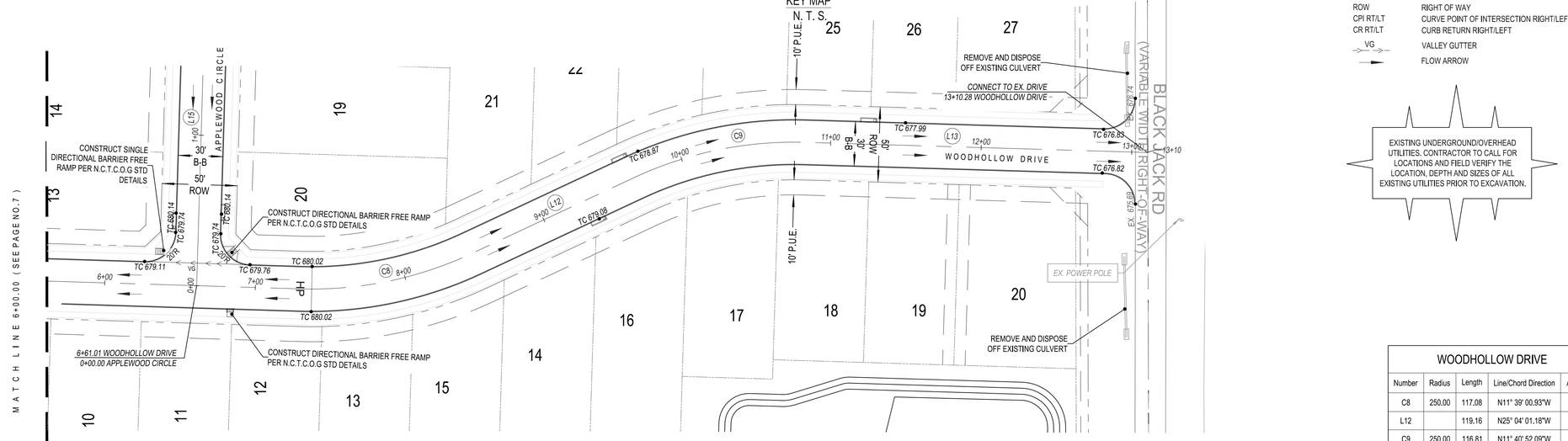
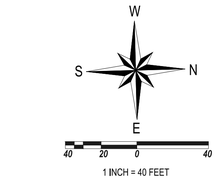


WOODHOLLOW DRIVE

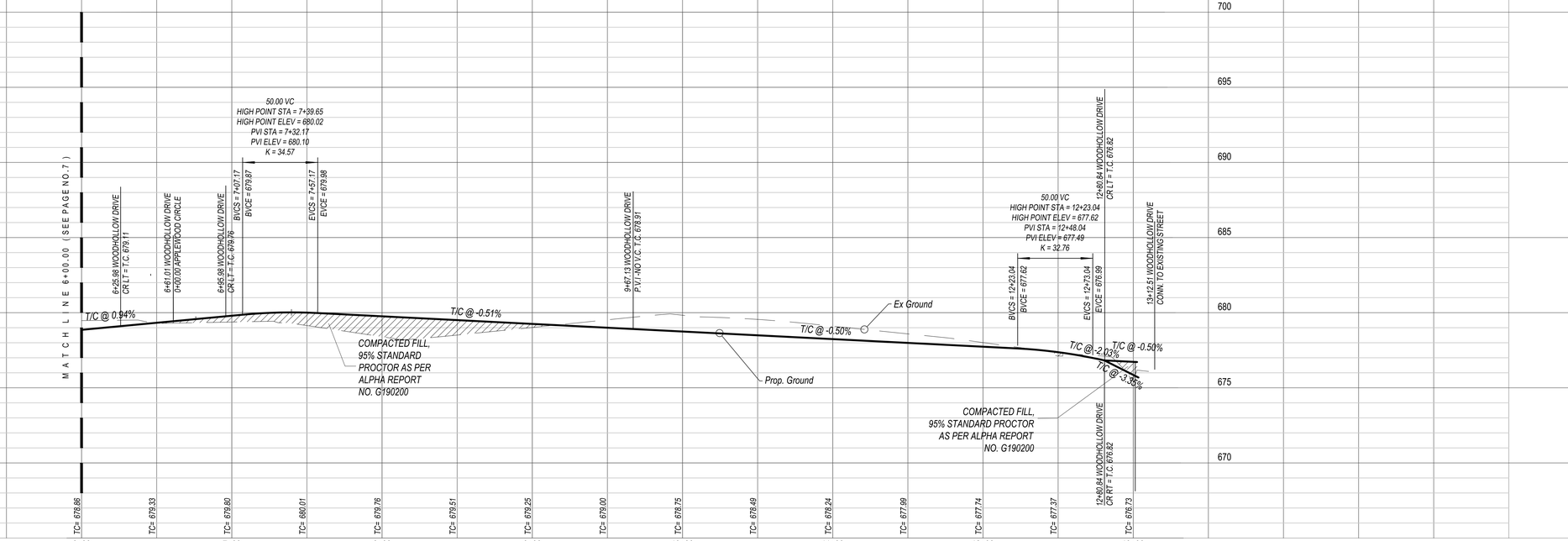
WOODHOLLOW DRIVE				
Number	Radius	Length	Line/Chord Direction	A Value
C8	250.00	117.08	N11° 39' 00.93"W	
L12		119.16	N25° 04' 01.18"W	
C9	250.00	116.81	N11° 40' 52.09"W	
L13		227.36	N1° 42' 17.00"E	



LEGEND

TC XXX.XX	TOP OF CURB ELEVATION
BFR	BARRIER FREE RAMP FOR PEDESTRIAN USE PER CITY STANDARD DETAILS
B-B	BACK OF CURB TO BACK OF CURB DISTANCE
ROW	RIGHT OF WAY
CPI RT/LT	CURVE POINT OF INTERSECTION RIGHT/LEFT
CR RT/LT	CURB RETURN RIGHT/LEFT
VG	VALLEY GUTTER
	FLOW ARROW

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.



CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Paving Plan & Profile Woodhollow Drive

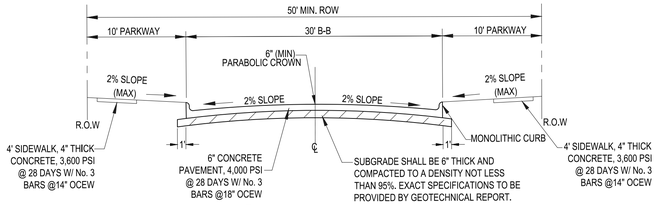
CODY D. CRANNELL 105947 LICENSED PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

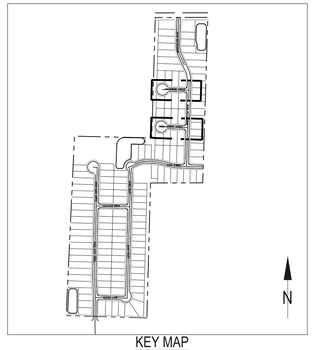
DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 08 of 58

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.



PAVING SECTION
N.T.S



KEY MAP
N. T. S.

CAUTION
UNDERGROUND UTILITIES

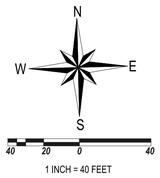
EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER DOES NOT ACCEPT THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

LEGEND

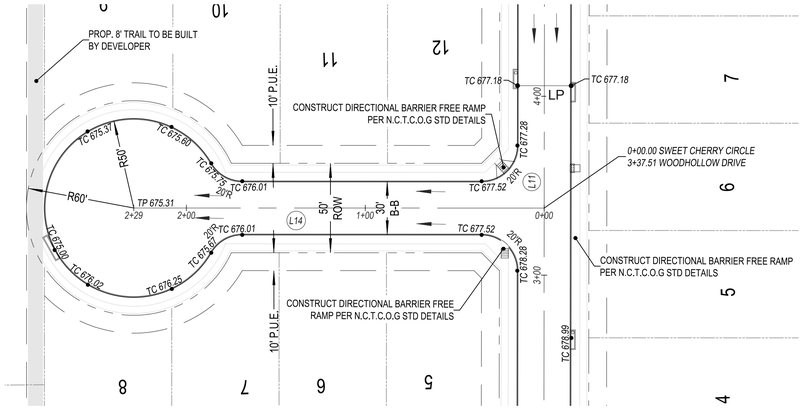
TC XXX.XX	TOP OF CURB ELEVATION
BFR	BARRIER FREE RAMP FOR PEDESTRIAN USE PER CITY STANDARD DETAILS
B-B	BACK OF CURB TO BACK OF CURB DISTANCE
ROW	RIGHT OF WAY
CPI RT/LT	CURVE POINT OF INTERSECTION RIGHT/LEFT
CR RT/LT	CURB RETURN RIGHT/LEFT
VG	VALLEY GUTTER
	FLOW ARROW

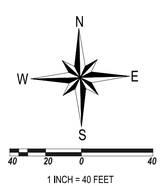
NOTE

"ALL RAMPS TO BE BUILT BY DEVELOPERS"



1 INCH = 40 FEET





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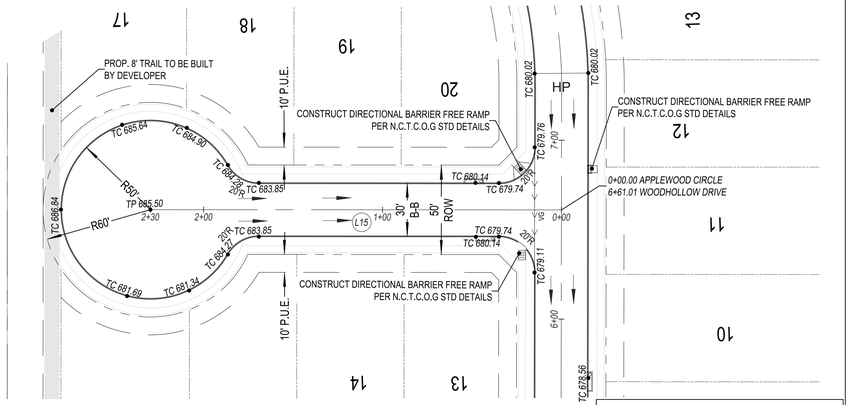


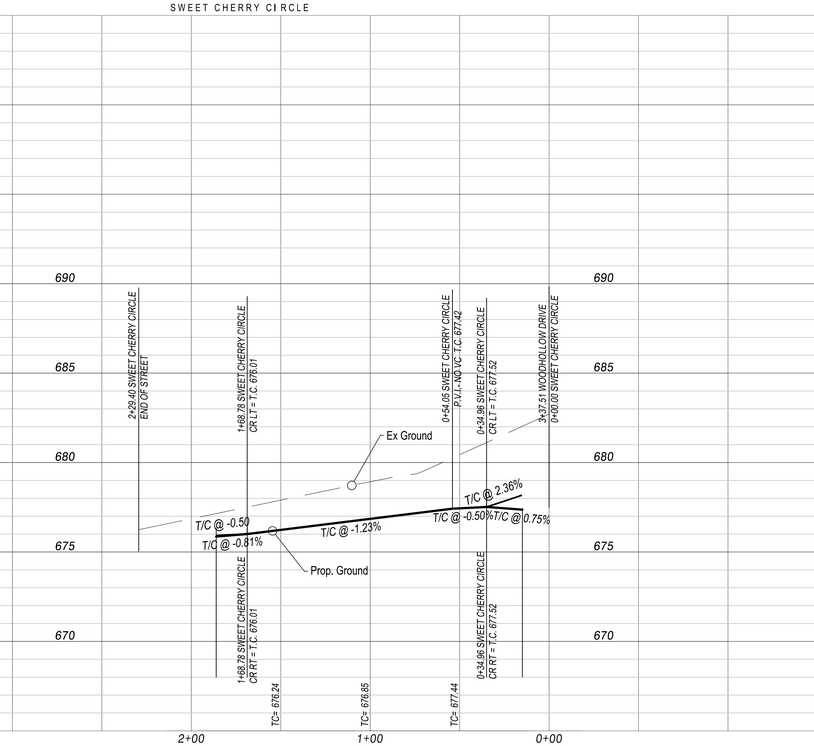
SWEET CHERRY CIRCLE

Number	Radius	Length	Line/Chord Direction	A Value
L14		229.40	N88° 17' 43.00"W	

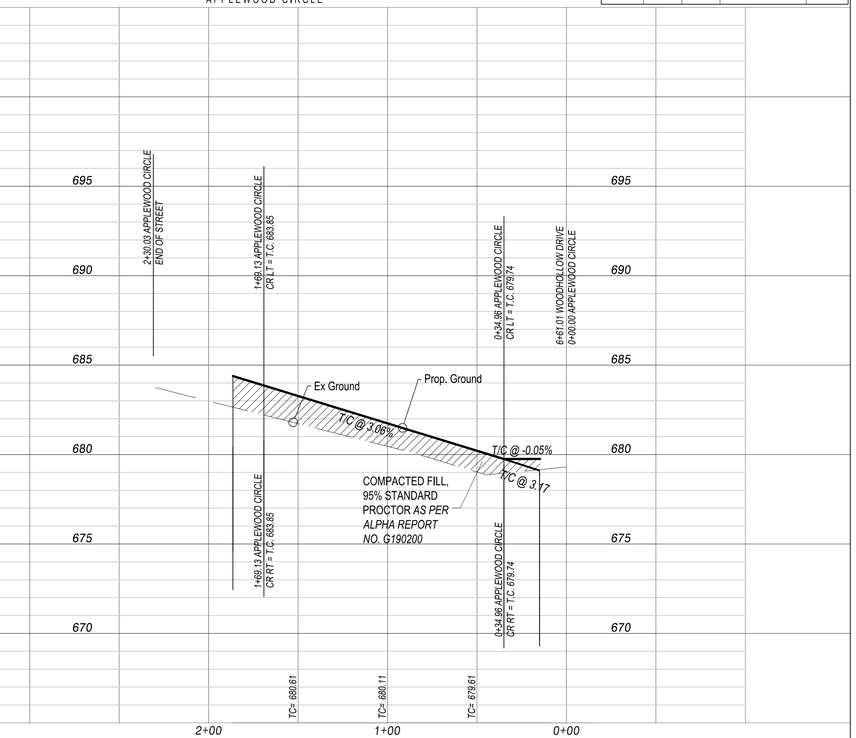
APPLEWOOD CIRCLE

Number	Radius	Length	Line/Chord Direction	A Value
L15		229.75	N88° 17' 43.00"W	

SWEET CHERRY CIRCLE



APPLEWOOD CIRCLE



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TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

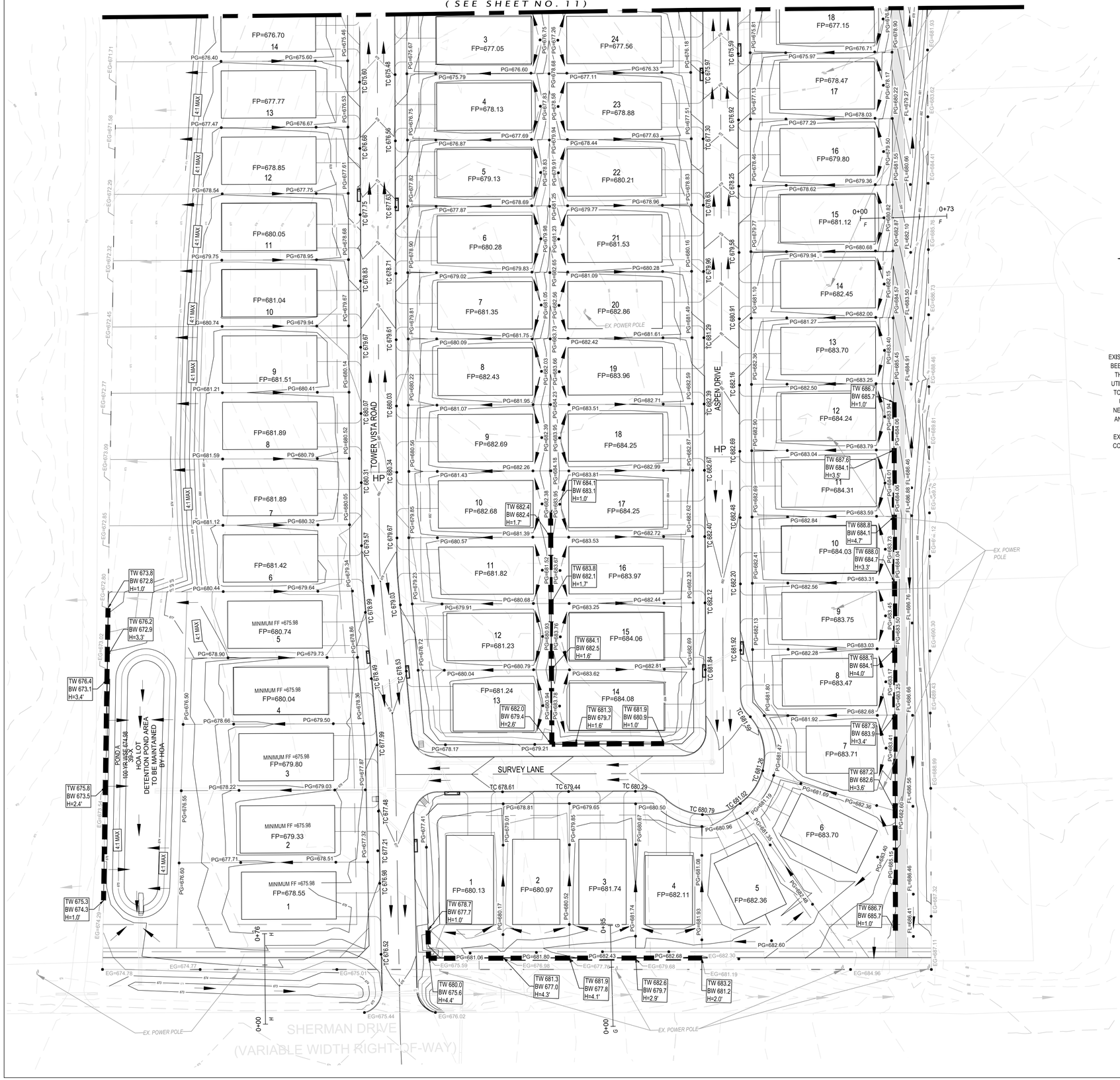
Paving Plan & Profile Sweet Cherry Circle & Applewood Circle

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

Sheet 09 of 58



LEGEND

Ex. Major Contours	— — 730 — —
Ex. Minor Contours	— — 731 — —
Prop. Major Contours	—— 735 ——
Prop. Minor Contours	—— 736 ——
Prop. Spot Elev.	× TC=735.00
Flow Direction	→
Finished Pad	FP
Top of Wall	TW
Bottom of Wall	BW

N
E W
S

GRAPHIC SCALE
0 40 80
SCALE: 1" = 40'

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.

CAUTION
UNDERGROUND UTILITIES

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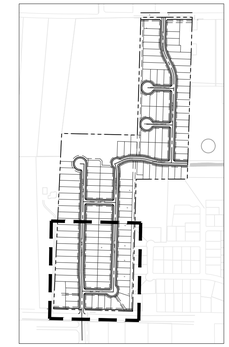

N KEY MAP
N. T. S.

LOT GRADING CRITERIA

1. SWALES - SWALES CUT TO FHA MINIMUM DEPTH FIVE-TENTHS OF A FOOT ON THE SIDES OF EACH LOT TO PROVIDE DRAINAGE THE FULL DEPTH OF THE LOT, SUCH THAT EACH LOT WILL DRAIN TO ADJACENT STREET OR ALLEY. LOT-TO-LOT DRAINAGE IS NOT ACCEPTABLE.
2. ELEVATION TOLERANCE - GRADING ELEVATIONS WITHIN PLUS OR MINUS THREE-TENTHS OF A FOOT AT THE CORNERS OF EACH LOT AS NOTED ON THE LOT GRADING PLAN.
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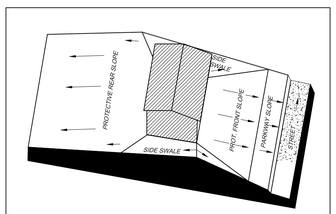
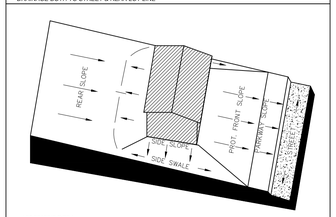
6. BUILDING PAD - MINIMUM BUILDING PAD FOR EACH LOT OF 45' WIDE BY 80' DEEP.



LOT GRADING TYPE B
DRAINAGE BOTH TO STREET & REAR LOT LINE



LOT GRADING TYPE A
ALL DRAINAGE TO STREET

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

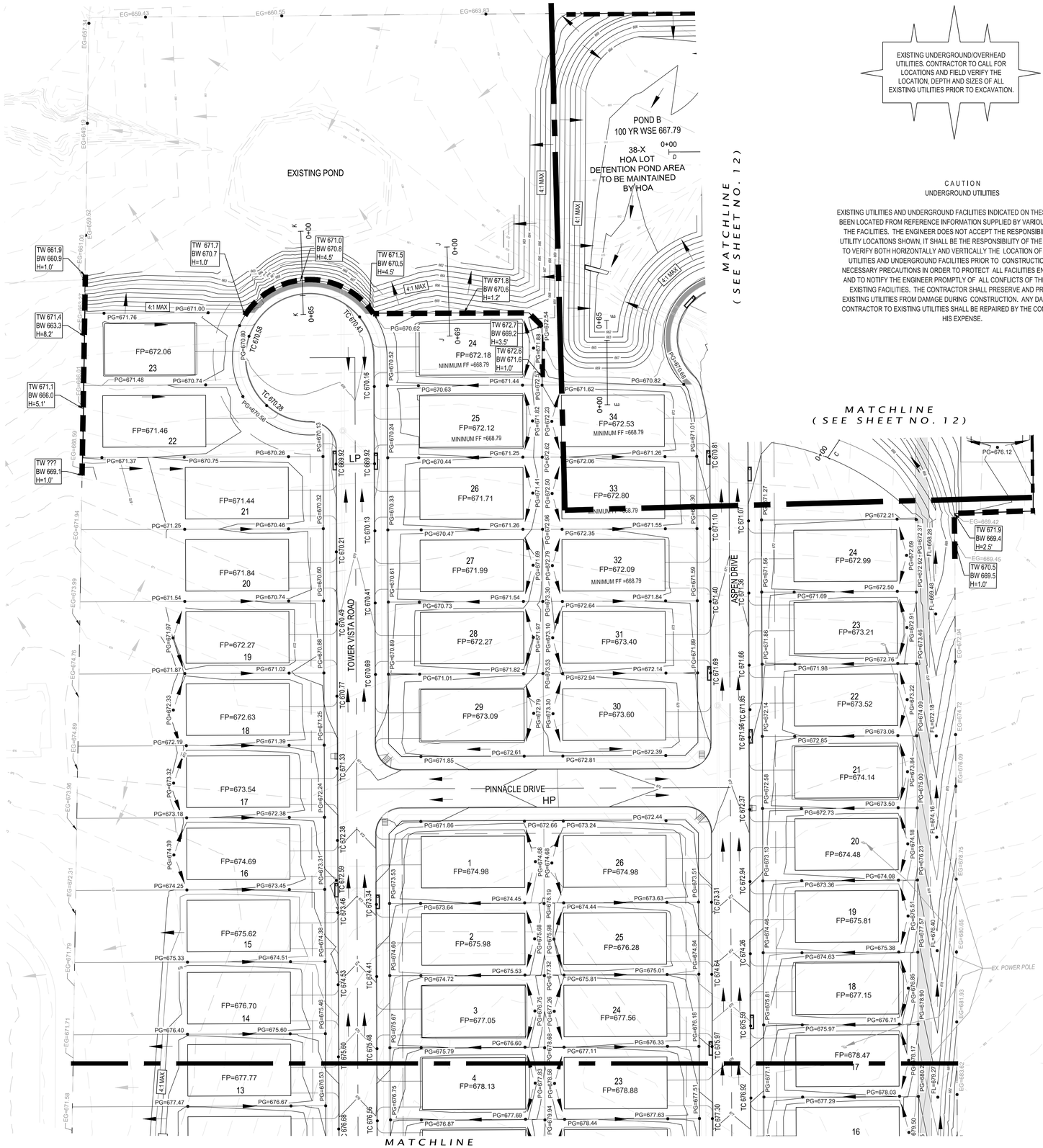
Grading Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

Sheet 10 of 58



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Prop. Minor Contours	—— 736 ——
Prop. Spot Elev.	× TC=735.00
Flow Direction	→
Finished Pad	FP
Top of Wall	TW
Bottom of Wall	BW

N
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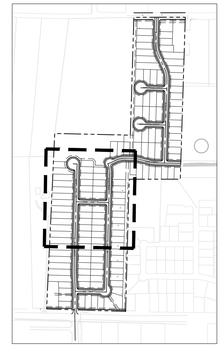
GRAPHIC SCALE
0 40 80
SCALE: 1" = 40'



KEY MAP
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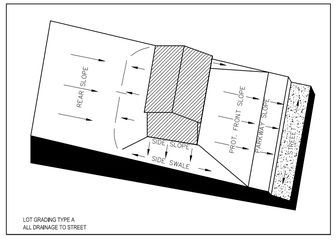

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AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Grading Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 11 of 58

CAUTION
UNDERGROUND UTILITIES

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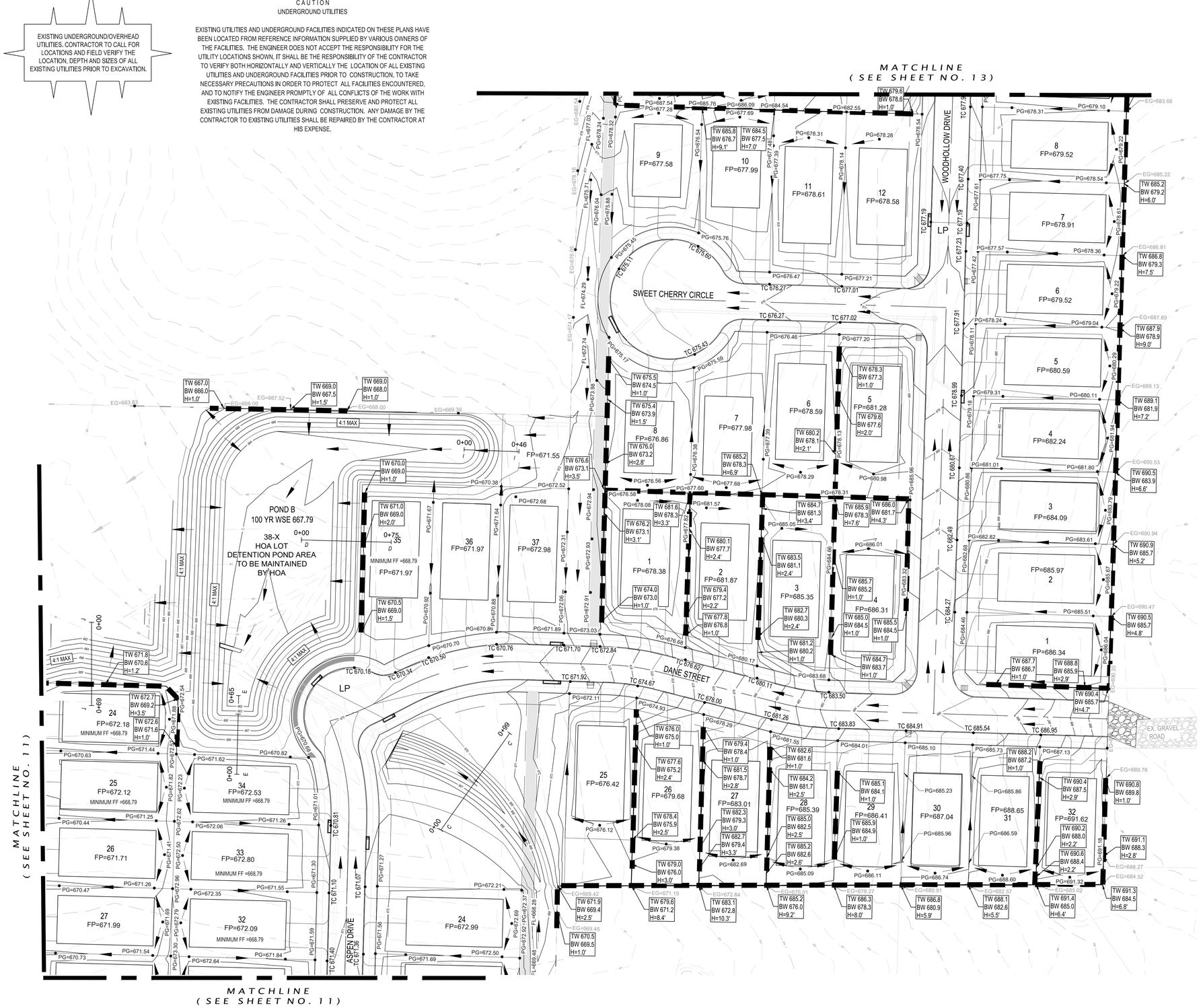

LEGEND

Ex. Major Contours	— — 730 — —
Ex. Minor Contours	— — 731 — —
Prop. Major Contours	—— 735 ——
Prop. Minor Contours	—— 736 ——
Prop. Spot Elev.	× TC=735.00
Flow Direction	→
Finished Pad	FP
Top of Wall	TW
Bottom of Wall	BW

N
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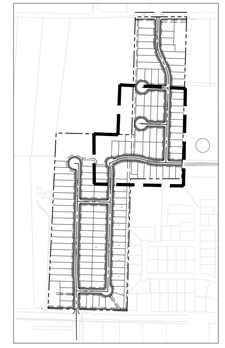
GRAPHIC SCALE
0 40 80
SCALE: 1" = 40'



KEY MAP
N. T. S.

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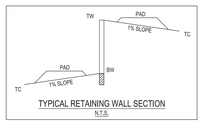
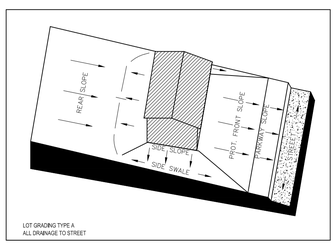


TYPICAL RETAINING WALL SECTION
N.T.S.



LOT GRADING TYPE A
ALL DRAINAGE TO STREET

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Highland Village, Texas 75077
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TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

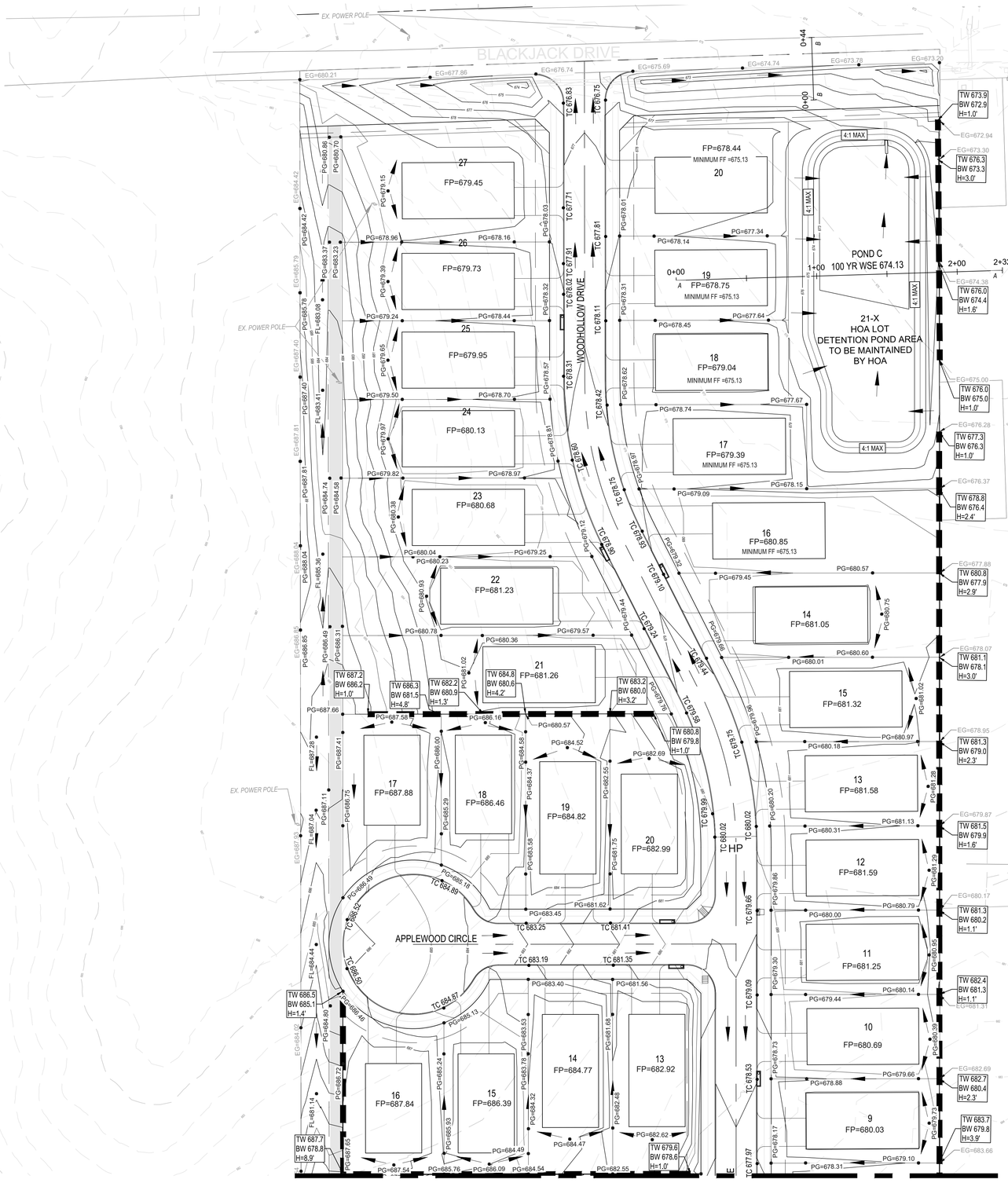
Grading Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

Sheet 12 of 58



MATCHLINE
(SEE SHEET NO. 12)

CAUTION
UNDERGROUND UTILITIES

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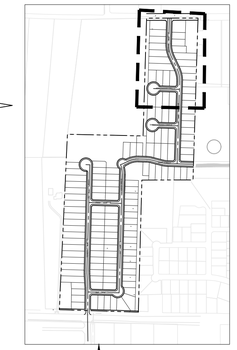
Prop. Spot Elev.	× TC=735.00
Flow Direction	→
Finished Pad	FP
Top of Wall	TW
Bottom of Wall	BW
Proposed Grade	PG

N
E W
S

GRAPHIC SCALE
0 40 80
SCALE: 1" = 40'

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.



KEY MAP
N. T. S.

LOT GRADING CRITERIA

1. SWALES - SWALES CUT TO FHA MINIMUM DEPTH FIVE-TENTHS OF A FOOT ON THE SIDES OF EACH LOT TO PROVIDE DRAINAGE THE FULL DEPTH OF THE LOT, SUCH THAT EACH LOT WILL DRAIN TO ADJACENT STREET OR ALLEY. LOT-TO-LOT DRAINAGE IS NOT ACCEPTABLE.
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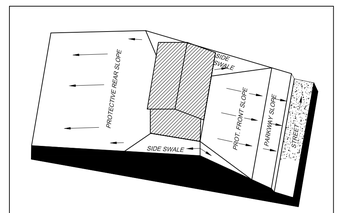
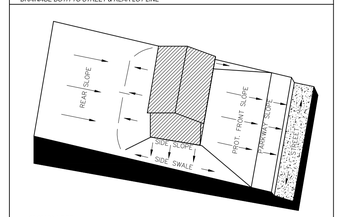


LOT GRADING TYPE B
DRAINAGE BOTH TO STREET & REAR LOT LINE



LOT GRADING TYPE A
ALL DRAINAGE TO STREET

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Grading Plan

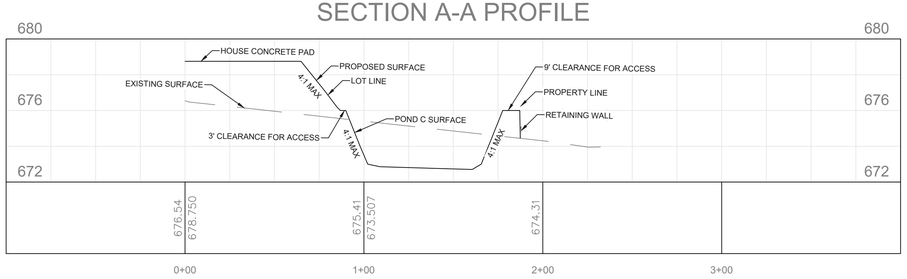
STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

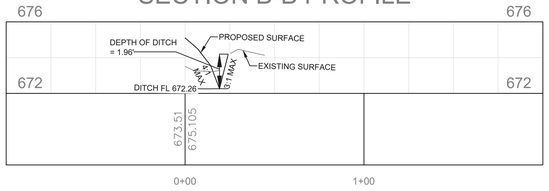
DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

Sheet 13 of 58

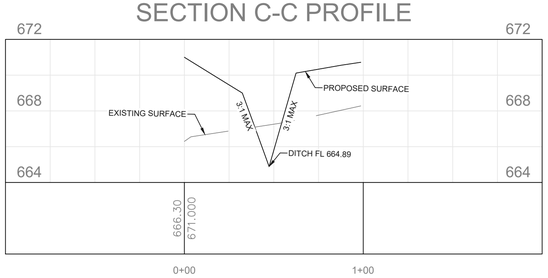
SECTION A-A PROFILE



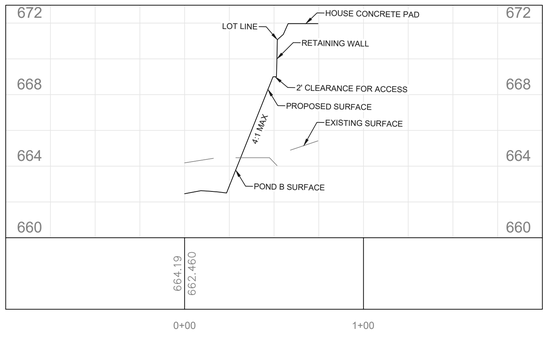
SECTION B-B PROFILE



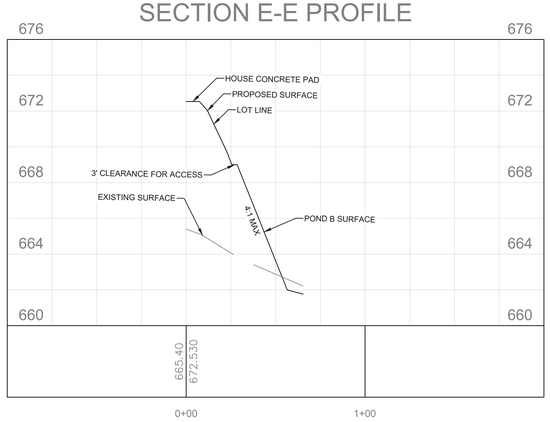
SECTION C-C PROFILE



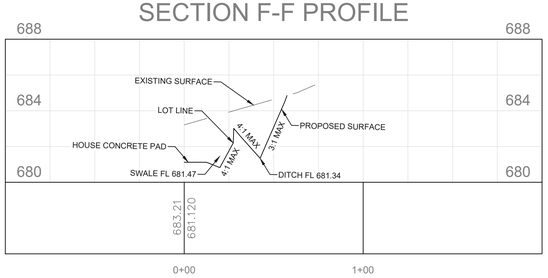
SECTION D-D PROFILE



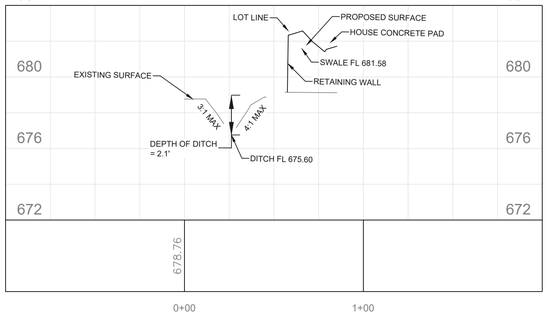
SECTION E-E PROFILE



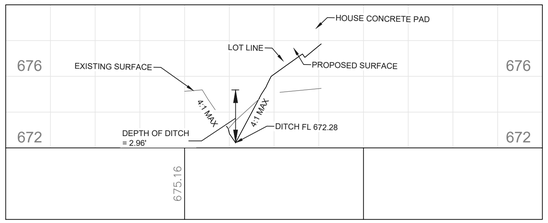
SECTION F-F PROFILE



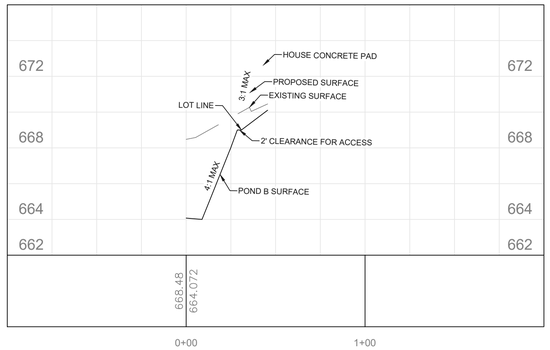
SECTION G-G PROFILE



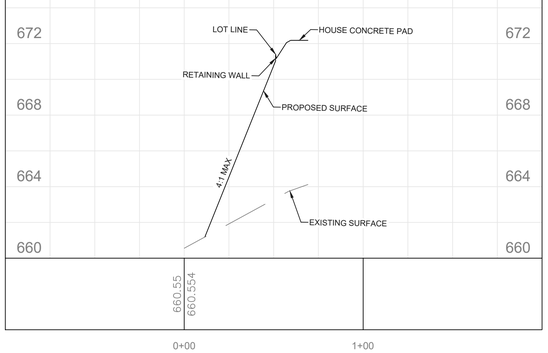
SECTION H-H PROFILE



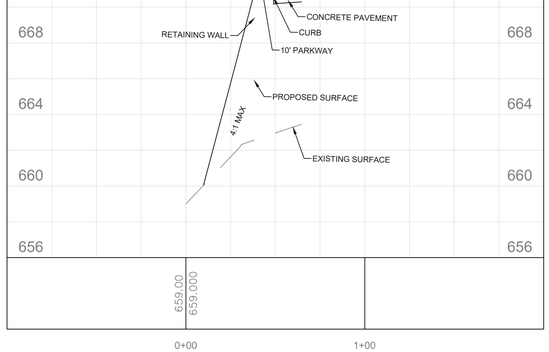
SECTION I-I PROFILE



SECTION J- J PROFILE



SECTION K- K PROFILE



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, Jan 25 2024

SECTION B-B

User-defined		Highlighted	
Invert Elev (ft)	= 672.26	Depth (ft)	= 1.06
Slope (%)	= 3.60	Q_{allow} (cfs)	= 26.76
N-Value	= 0.030	Area (sqft)	= 4.50
		Velocity (ft/s)	= 5.94
Calculations		Wetted Perim (ft)	= 8.77
Compute by:	Known Q	Crit Depth, Yc (ft)	= 1.23
Known Q (cfs)	= 26.76	Top Width (ft)	= 8.49
		EGL (ft)	= 1.61

(Sta, El, n)-(Sta, El, n)...
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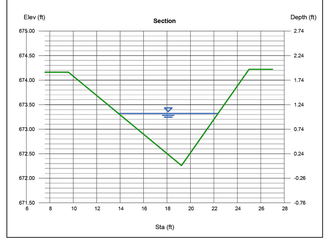


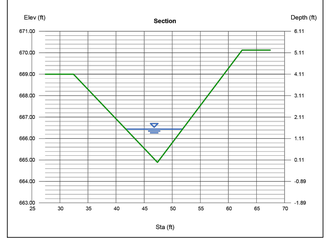
Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, Jan 25 2024

SECTION C-C

User-defined		Highlighted	
Invert Elev (ft)	= 664.89	Depth (ft)	= 1.55
Slope (%)	= 3.08	Q_{allow} (cfs)	= 55.54
N-Value	= 0.030	Area (sqft)	= 7.83
		Velocity (ft/s)	= 7.09
Calculations		Wetted Perim (ft)	= 10.58
Compute by:	Known Q	Crit Depth, Yc (ft)	= 1.79
Known Q (cfs)	= 55.54	Top Width (ft)	= 10.11
		EGL (ft)	= 2.33

(Sta, El, n)-(Sta, El, n)...
(20.42, 666.80)-(47.28, 664.89, 0.030)-(62.44, 670.12, 0.030)



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, Jan 25 2024

SECTION F-F

User-defined		Highlighted	
Invert Elev (ft)	= 681.34	Depth (ft)	= 0.52
Slope (%)	= 2.30	Q_{allow} (cfs)	= 5.460
N-Value	= 0.030	Area (sqft)	= 1.85
		Velocity (ft/s)	= 2.94
Calculations		Wetted Perim (ft)	= 7.22
Compute by:	Known Q	Crit Depth, Yc (ft)	= 0.53
Known Q (cfs)	= 5.46	Top Width (ft)	= 7.13
		EGL (ft)	= 0.65

(Sta, El, n)-(Sta, El, n)...
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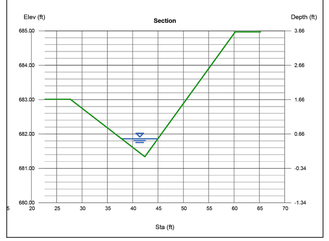

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, Jan 25 2024

SECTION G-G

User-defined		Highlighted	
Invert Elev (ft)	= 675.60	Depth (ft)	= 0.33
Slope (%)	= 3.10	Q_{allow} (cfs)	= 2.900
N-Value	= 0.030	Area (sqft)	= 1.16
		Velocity (ft/s)	= 2.51
Calculations		Wetted Perim (ft)	= 7.05
Compute by:	Known Q	Crit Depth, Yc (ft)	= 0.35
Known Q (cfs)	= 2.90	Top Width (ft)	= 7.02
		EGL (ft)	= 0.43

(Sta, El, n)-(Sta, El, n)...
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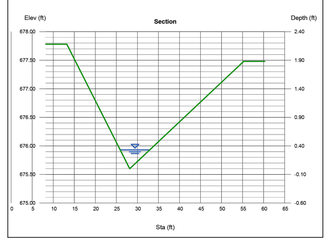


Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, Jan 25 2024

SECTION H-H

User-defined		Highlighted	
Invert Elev (ft)	= 672.28	Depth (ft)	= 1.47
Slope (%)	= 0.25	Q_{allow} (cfs)	= 25.06
N-Value	= 0.030	Area (sqft)	= 12.60
		Velocity (ft/s)	= 1.99
Calculations		Wetted Perim (ft)	= 17.40
Compute by:	Known Q	Crit Depth, Yc (ft)	= 1.03
Known Q (cfs)	= 25.06	Top Width (ft)	= 17.15
		EGL (ft)	= 1.53

(Sta, El, n)-(Sta, El, n)...
(9.64, 673.04)-(28.94, 672.28, 0.030)-(48.93, 675.71, 0.030)

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY,Denton County, Texas

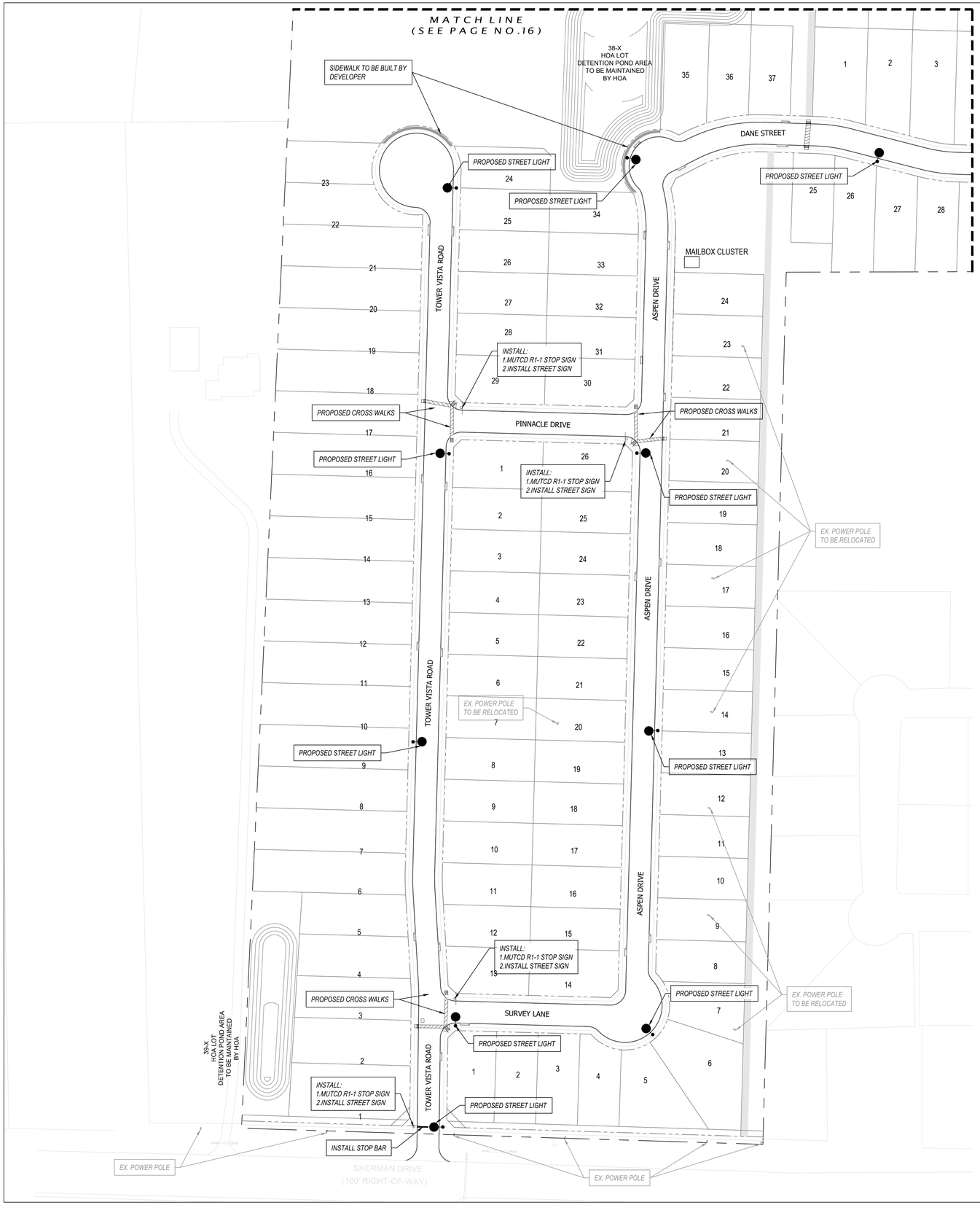
Grading Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 14 of 58



CAUTION!!!
Existing underground/overhead utilities. Contractor to call for locations and field verify the location, depth and sizes of all existing utilities prior to excavation.

LEGEND

STOP SIGN / STREET SIGN

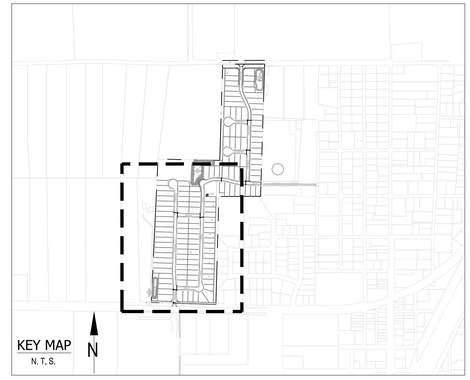
PROPOSED STREET LIGHT PER CITY SPECIFICATIONS

CAUTION
UNDERGROUND UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER DOES NOT ACCEPT THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

N
W E
S

GRAPHIC SCALE
0 70' 140'
SCALE: 1" = 70'



Street Sign Detail

Street Name: 6" initial uppercase letter followed by 4.5" lowercase letters
Must meet 2009 (or latest) MUTCD requirements
9" flat blank, high intensity prismatic

Front: (Left to Right)
N. Example BLVD.
100 200

Back: (Left to Right)
N. Example BLVD.
200 100

MUTCD R1-1 STOP SIGN DETAIL
N. T. S.

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS
City of AUBREY, Denton County, Texas

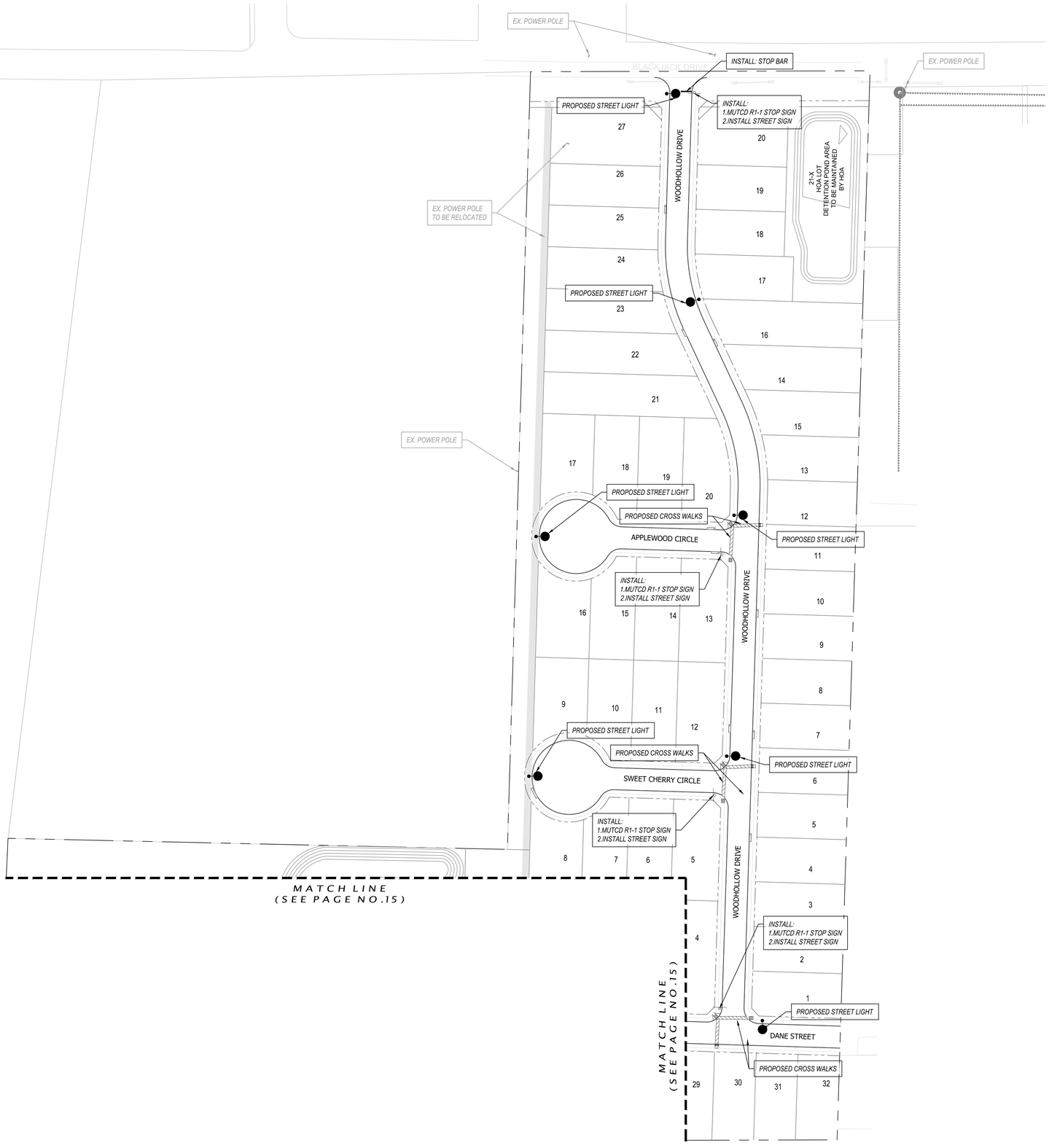
Street Lighting, Signage & Sidewalk Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 15 of 58



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LEGEND

- STOP SIGN / STREET SIGN
- PROPOSED STREET LIGHT PER CITY SPECIFICATIONS

N
W E
S

GRAPHIC SCALE
0 70' 140'
SCALE: 1" = 70'

Street Sign Detail

Street Name: 6" initial uppercase letter followed by 4.5" lowercase letters
Must meet 2009 (or latest) MUTCD requirements
9" flat blank, high intensity prismatic

Front: (Left to Right)

N.		BLVD.
100	Example	200

Back: (Left to Right)

N.		BLVD.
200	Example	100

MUTCD R1-1 STOP SIGN DETAIL
N. T. S.

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AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Street Lighting, Signage & Sidewalk Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL
ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

Sheet 16 of 58

SEWER LINE A				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L1		964.29	N01° 32' 02"E	9+90.77
L2		438.72	N00° 05' 50"E	0+00.00
L3		167.03	N01° 28' 51"E	4+38.72
L4		63.22	N88° 13' 46"W	6+05.75
L5		134.94	N00° 40' 21"E	6+68.97
L6		186.86	N02° 25' 36"W	8+03.91

SEWER LINE B				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L7		119.07	S79° 43' 45"E	16+37.89
L8		1059.62	N01° 31' 46"E	2+77.09
L9		277.09	S88° 27' 58"E	0+00.00
L10		65.99	S88° 27' 17"E	15+71.90
L11		75.10	N77° 31' 44"E	14+96.80
L12		88.15	S78° 41' 26"E	17+56.96
L13		84.95	S88° 13' 59"E	18+45.11
L14		100.90	S88° 14' 01"E	19+30.06
L15		79.24	N11° 32' 49"W	13+36.71
L16		80.84	N65° 58' 37"E	14+15.96

SEWER LINE C				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
C1	231.00	108.18	N11° 39' 02"W	7+34.40
C2	269.00	125.96	N11° 39' 08"W	9+62.13
L17		119.55	N25° 04' 01"W	8+42.58
L18		337.52	N01° 46' 02"E	0+00.00
L19		396.88	N01° 45' 57"E	3+37.52
L20		167.22	N01° 45' 45"E	10+88.09
L23		396.88	N01° 45' 57"E	3+37.52

SEWER LINE E				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L22		229.75	N88° 17' 43"W	0+00.00

Notes:

1. Refer to landscape architect's plan for continued clarification of all irrigation meters.

2. All materials & construction within the easements and R.O.W. shall conform to NCTCOG Standard Construction Details and Specifications.

3. Maintain a minimum horizontal distance of 10 ft. between prop. water main and prop. wastewater main. 10 ft. separation between water service lines and sanitary sewer service lines is required.

4. All water line embedment to be type "B" per detail on sheet 23.

5. Provide blue reflective markers/buttons in centerline of street at location of fire hydrants.

6. Service lines can be 1" copper or poly.

7. Anchor couplings to be used between tees and fire hydrants.

8. Meter boxes shall be DFW1600AMR,12.1 or approved equivalent.

9. Fire hydrants to be M/H, Kennedy or Mueller type.

10. Ford brass with grip joints or approved equivalent.

11. All service line fittings to be IP or compression (no flared fittings).

12. Cushion sand around all water mains,

TCEQ Notes:
The proposed water main/sewer main crossing shall meet the TCEQ Ch. 290 Criteria at each crossing as follows. (notes A, B, and C)

A. Center the stick of proposed water pipe on the sewer pipe crossing.

B. Polywrap the nearest PVC water pipe joints on each side of this crossing.

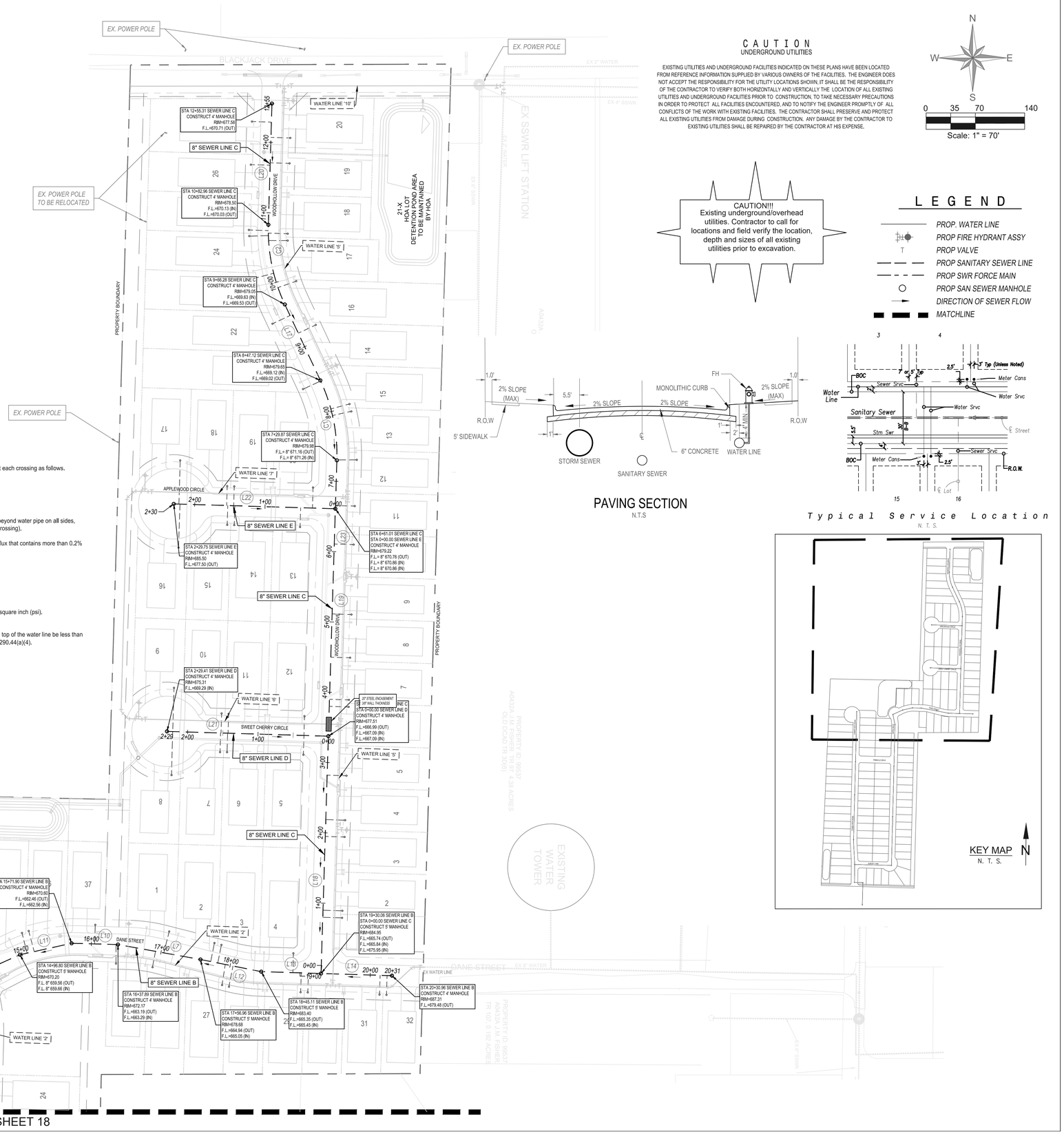
C. Concrete-encase the proposed water pipe (encasement to extend at least 6-inches beyond water pipe on all sides, and shall extend to just beyond the nearest PVC water pipe joints on each side of this crossing).

D. The use of pipes and pipe fittings that contain more than 0.25% lead or solders and flux that contains more than 0.2% lead is prohibited pursuant to 30 Texas Administrative Code (TAC) §290.44(b)(1).

E. The hydrostatic leakage equation is as follows: $Q = \frac{LD/P}{148{,}000}$

Where: Q = the normal quantity of makeup water in gallons per hour,
L = the length of the pipe section being tested, in feet,
D = the nominal diameter of the pipe in inches, and
P = the average test pressure during the hydrostatic test in pounds per square inch (psi).

F. The top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface, as required by 30 Texas Administrative Code (TAC) §290.44(a)(4).



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LEGEND

- PROP. WATER LINE
- PROP FIRE HYDRANT ASSY
- PROP VALVE
- PROP SANITARY SEWER LINE
- PROP SWR FORCE MAIN
- PROP SAN SEWER MANHOLE
- DIRECTION OF SEWER FLOW
- MATCHLINE

PAVING SECTION
N.T.S

Typical Service Location
N. T. S.

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax. 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Sanitary Sewer Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

Sheet 17 **of** 58

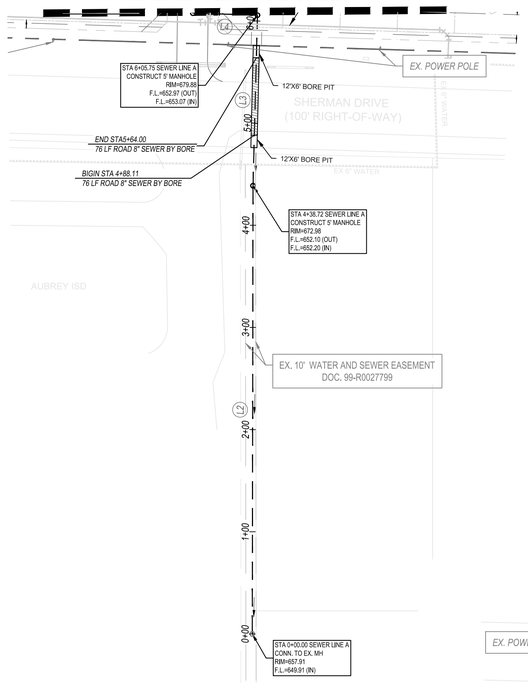
SEWER LINE A				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L1		964.29	N01° 32' 02"E	9+90.77
L2		438.72	N00° 05' 50"E	0+00.00
L3		167.03	N01° 28' 51"E	4+38.72
L4		63.22	N88° 13' 46"W	6+05.75
L5		134.94	N00° 40' 21"E	6+68.97
L6		186.86	N02° 25' 36"W	8+03.91

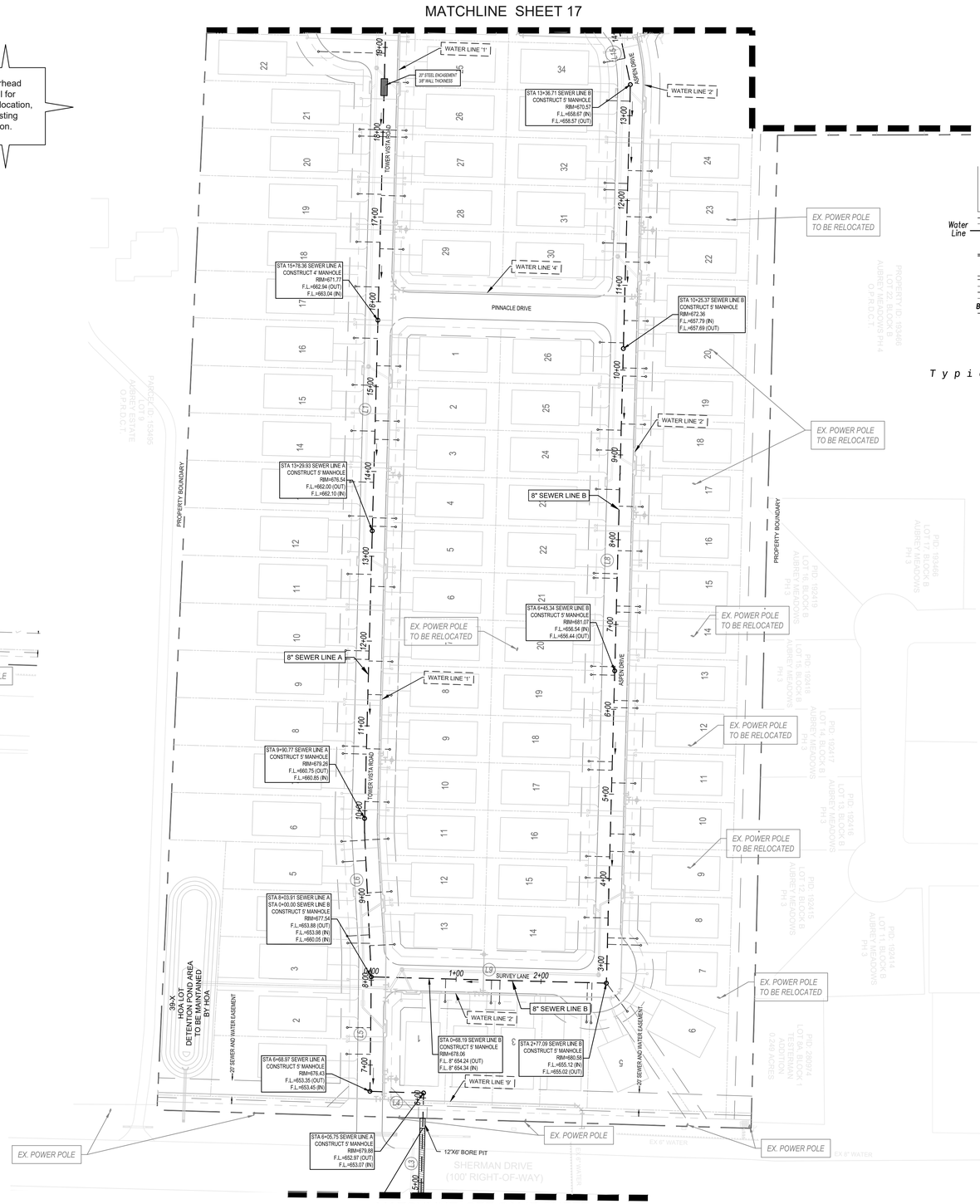
SEWER LINE B				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L7		119.07	S79° 43' 45"E	16+37.89
L8		1059.62	N01° 31' 46"E	2+77.09
L9		277.09	S88° 27' 58"E	0+00.00
L10		65.99	S88° 27' 17"E	15+71.90
L11		75.10	N77° 31' 44"E	14+96.80
L12		88.15	S78° 41' 26"E	17+56.96
L13		84.95	S88° 13' 59"E	18+45.11
L14		100.90	S88° 14' 01"E	19+30.06
L15		79.24	N11° 32' 49"W	13+36.71
L16		80.84	N65° 58' 37"E	14+15.96

CAUTION!!!
Existing underground/overhead utilities. Contractor to call for locations and field verify the location, depth and sizes of all existing utilities prior to excavation.

Notes:

1. Refer to landscape architect's plan for continued clarification of all irrigation meters.
2. All materials & construction within the easements and R.O.W. shall conform to NCTCOG Standard Construction Details and Specifications.
3. Maintain a minimum horizontal distance of 10 ft. between prop. water main and prop. wastewater main. 10 ft. separation between water service lines and sanitary sewer service lines is required.
4. All water line embedment to be type "B" per detail on sheet 23.
5. Provide blue reflective markers/buttons in centerline of street at location of fire hydrants.
6. Service lines can be 1" copper or poly.
7. Anchor couplings to be used between tees and fire hydrants.
8. Meter boxes shall be DFW1600AMR.12.1 or approved equivalent.
9. Fire hydrants to be M/H, Kennedy or Mueller type.
10. Ford brass with grip joints or approved equivalent.
11. All service line fittings to be IP or compression (no flared fittings).
12. Cushion sand around all water mains,





CAUTION
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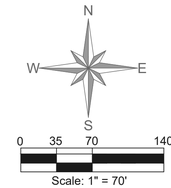
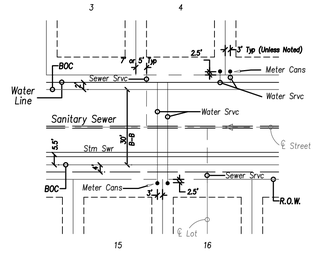
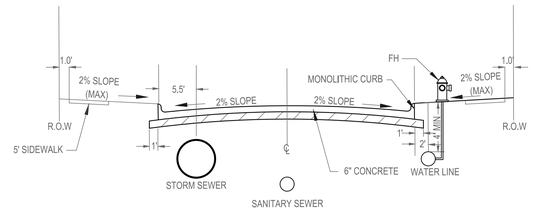




Typical Service Location
N. T. S.

LEGEND

- PROP. WATER LINE
- PROP FIRE HYDRANT ASSY
- PROP VALVE
- PROP SANITARY SEWER LINE
- PROP SAN SEWER MANHOLE
- DIRECTION OF SEWER FLOW
- MATCHLINE



PAVING SECTION
N.T.S

TCEQ Notes:
The proposed water main/sewer main crossing shall meet the TCEQ Ch. 290 Criteria at each crossing as follows. (notes A, B, and C)

A. Center the stick of proposed water pipe on the sewer pipe crossing.

B. Polywrap the nearest PVC water pipe joints on each side of this crossing.

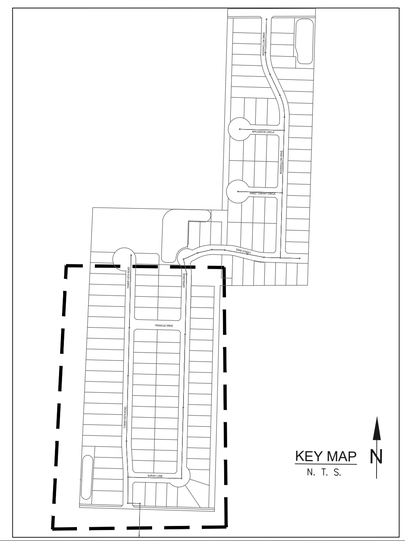
C. Concrete-encase the proposed water pipe (encasement to extend at least 6-inches beyond water pipe on all sides, and shall extend to just beyond the nearest PVC water pipe joints on each side of this crossing).

D. The use of pipes and pipe fittings that contain more than 0.25% lead or solders and flux that contains more than 0.2% lead is prohibited pursuant to 30 Texas Administrative Code (TAC) §290.44(b)(1).

E. The hydrostatic leakage equation is as follows: $Q = \frac{LD/P}{148{,}000}$

Where: Q = the normal quantity of makeup water in gallons per hour,
L = the length of the pipe section being tested, in feet,
D = the nominal diameter of the pipe in inches, and
P = the average test pressure during the hydrostatic test in pounds per square inch (psi).

F. The top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface, as required by 30 Texas Administrative Code (TAC) §290.44(a)(4).



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2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
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AUBREY HEIGHTS
City of AUBREY,Denton County, Texas

Sanitary Sewer Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
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SCALE:	
NOTES:	
FILE:	

Sheet 18 **of** 58

C A U T I O N
UNDERGROUND UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER DOES NOT ACCEPT THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION. TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

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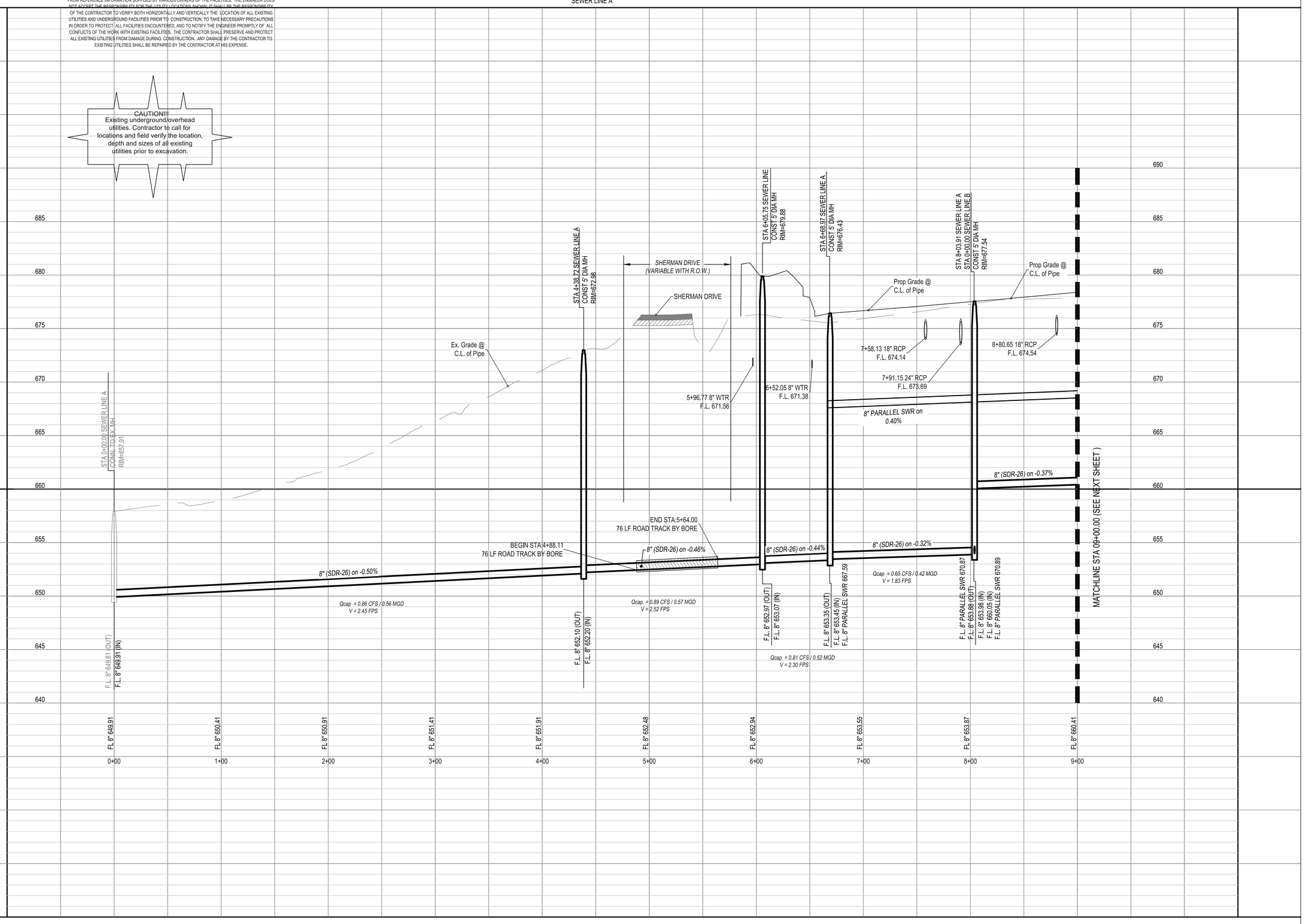
SEWER LINE A



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Fax: 972.691.6628
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AUBREY HEIGHTS

City of AUBREY,Denton County, Texas

Sanitary Sewer Profile Sewer Line 'A'

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

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DRAWN:	CCM
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SCALE:	1"= 4' V & 1"= 40' H
NOTES:	
FILE:	

Sheet 19 **of** 58

SEWER LINE A

C A U T I O N
UNDERGROUND UTILITIES

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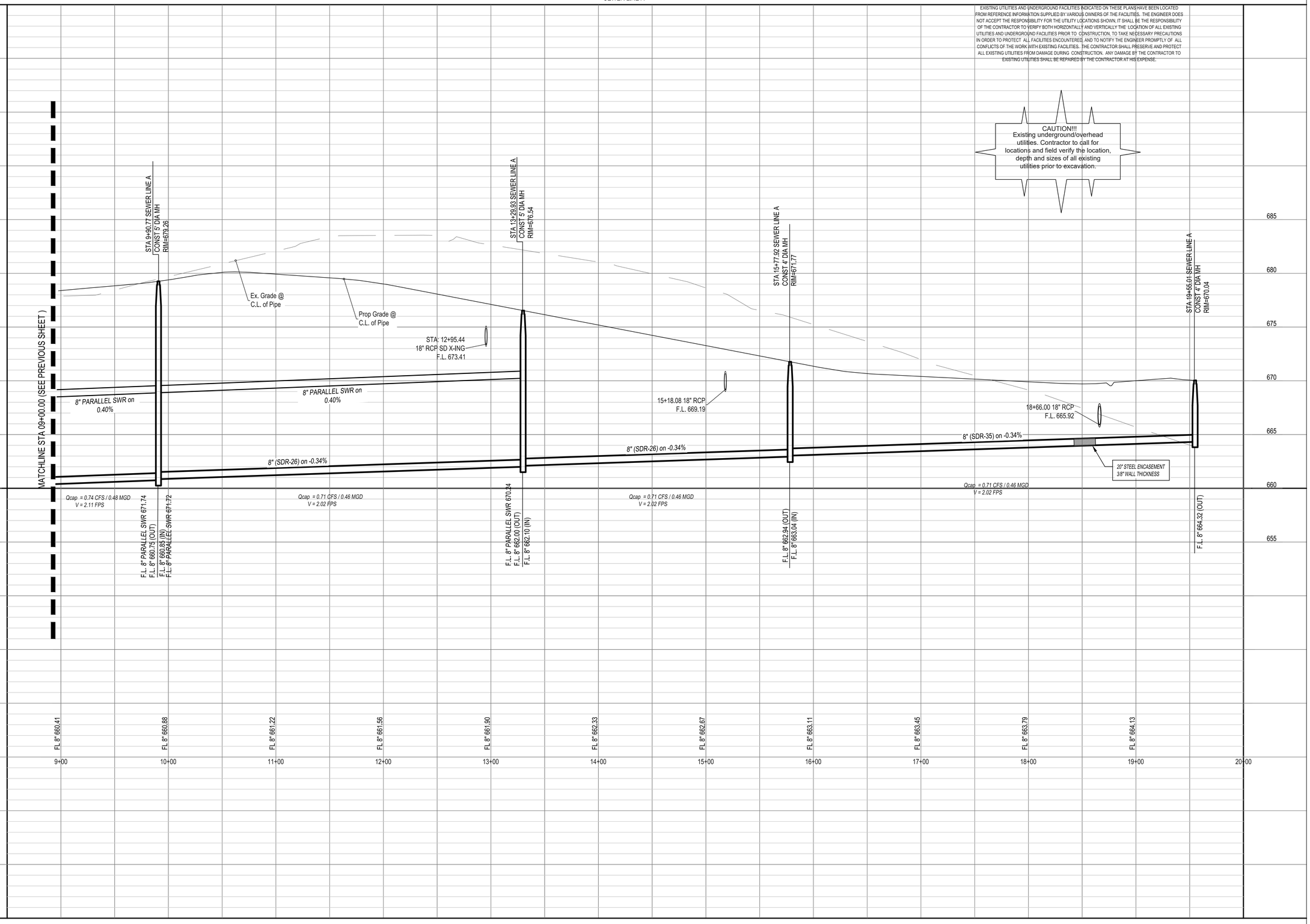

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Fax: 972.691.6628
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AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Sanitary Sewer Profile Sewer Line 'A'

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	1"= 4' V & 1"= 40' H
NOTES:	
FILE:	

Sheet 20 **of** 58

SEWER LINE B

CAUTION
UNDERGROUND UTILITIES

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695
690
685
680
675
670
665
660
655
650
645

STA 8+03.91 SEWER LINE A
STA 0+00.00 SEWER LINE B
CONST 5' DIA MH
RIM=677.54

STA 0+68.19 SEWER LINE B
CONST 5' DIA MH
RIM=678.06

STA 2+77.09 SEWER LINE B
CONST 5' DIA MH
RIM=680.58

STA 6+45.34 SEWER LINE B
CONST 5' DIA MH
RIM=681.07

STA 10+25.37 SEWER LINE B
CONST 5' DIA MH
RIM=672.36

Ex. Grade @ C.L. of Pipe

Prop Grade @ C.L. of Pipe

3+74.51 18" RCP
F.L. 677.76

0+40.72 18" RCP
F.L. 674.42

0+30.47 24" RCP
F.L. 674.07

0+17.19 8" WTR
F.L. 670.91

8+96.39 18" RCP
F.L. 671.37

8" PARALLEL SWR on 0.33%

8" PARALLEL SWR on 0.33%

8" PARALLEL SWR on -0.34%

8" PARALLEL SWR on 3.42%

8" (SDR-26) on -0.34%

8" (SDR-26) on 0.34%

8" (SDR-26) on 0.36%

8" (SDR-26) on 0.30%

Qcap = 0.71 CFS / 0.46 MGD
V = 2.02 FPS

Qcap = 0.71 CFS / 0.46 MGD
V = 2.02 FPS

Qcap = 0.73 CFS / 0.47 MGD
V = 2.08 FPS

Qcap = 0.67 CFS / 0.43 MGD
V = 1.90 FPS

F.L. 8" 653.88 (OUT)
F.L. 8" 653.98 (IN)
F.L. 8" 660.05 (IN)
F.L. 8" PARALLEL SWR 667.92

F.L. 8" PARALLEL SWR 668.13
F.L. 8" 654.21 (OUT)
F.L. 8" 654.31 (IN)
F.L. 8" PARALLEL SWR 673.42

F.L. 8" PARALLEL SWR 674.11
F.L. 8" 655.02 (OUT)
F.L. 8" 655.12 (IN)
F.L. 8" PARALLEL SWR 674.13

F.L. 8" PARALLEL SWR 675.42
F.L. 8" 656.44 (OUT)
F.L. 8" 656.54 (IN)
F.L. 8" PARALLEL SWR 675.21

F.L. 8" PARALLEL SWR 662.23
F.L. 8" 657.69 (OUT)
F.L. 8" 657.79 (IN)
F.L. 8" PARALLEL SWR 662.10

FL 8" 653.98
FL 8" 654.42
FL 8" 654.76
FL 8" 655.20
FL 8" 655.56
FL 8" 655.92
FL 8" 656.28
FL 8" 656.70
FL 8" 657.01
FL 8" 657.31
FL 8" 657.61
FL 8" 657.98

0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00 9+00 10+00 11+00

MATCHLINE STA 11+00.00 (SEE NEXT SHEET)

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AUBREY HEIGHTS
City of AUBREY, Denton County, Texas

Sanitary Sewer Profile
Sewer Line 'B'

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE: 1"= 4' V & 1"= 40' H
NOTES:
FILE:

Sheet 21 **of** 58

SEWER LINE B

CAUTION
UNDERGROUND UTILITIES

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AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Sanitary Sewer Profile Sewer Line 'B'

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

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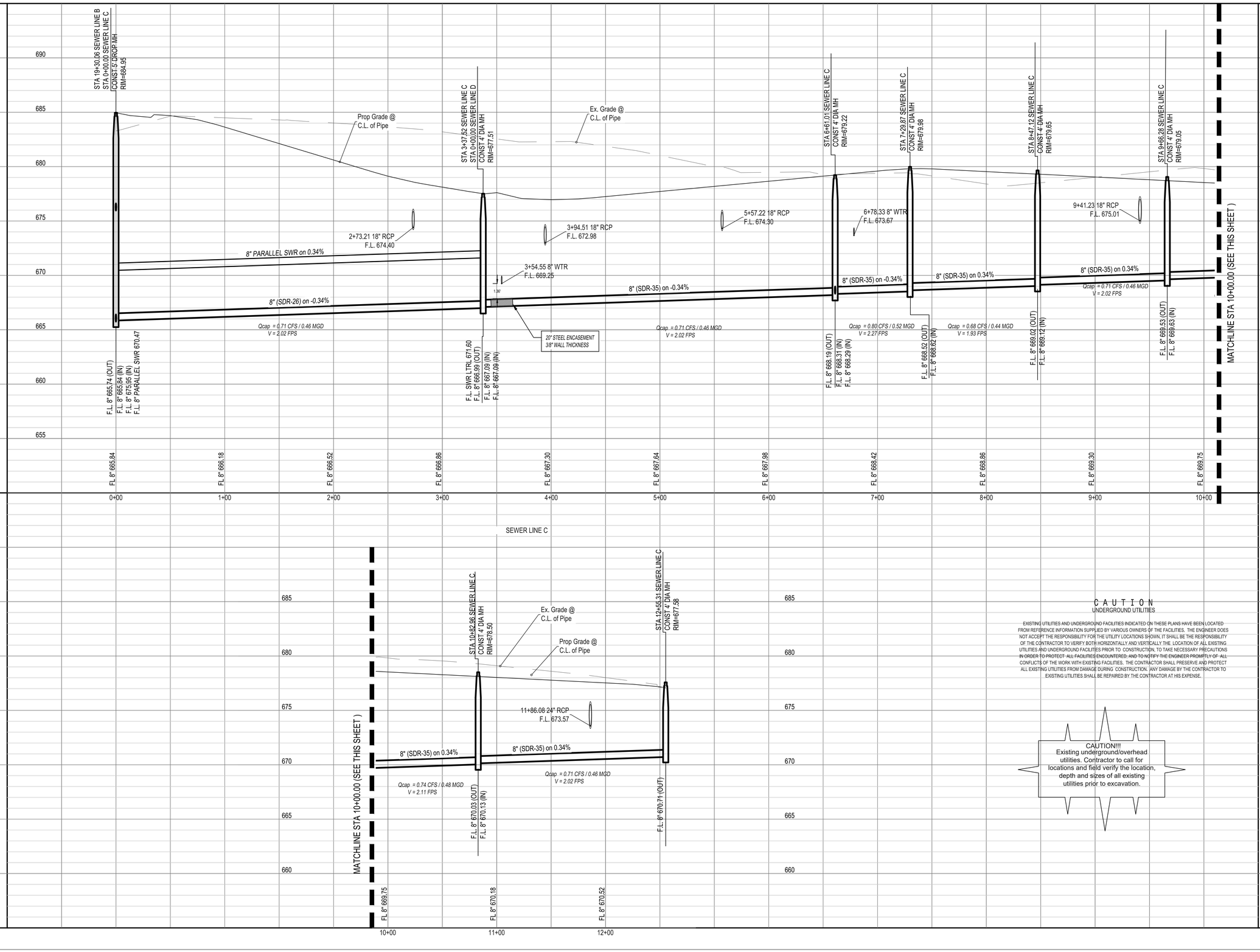
SCALE:	1"= 4' V & 1"= 40' H
NOTES:	
FILE:	

Sheet 22 of 58

SEWER LINE C



SEWER LINE C

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AUBREY HEIGHTS
City of AUBREY,Denton County, Texas

Sanitary Sewer Profile Sewer Line 'C'

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

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FILE:	

Sheet 23 **of** 58

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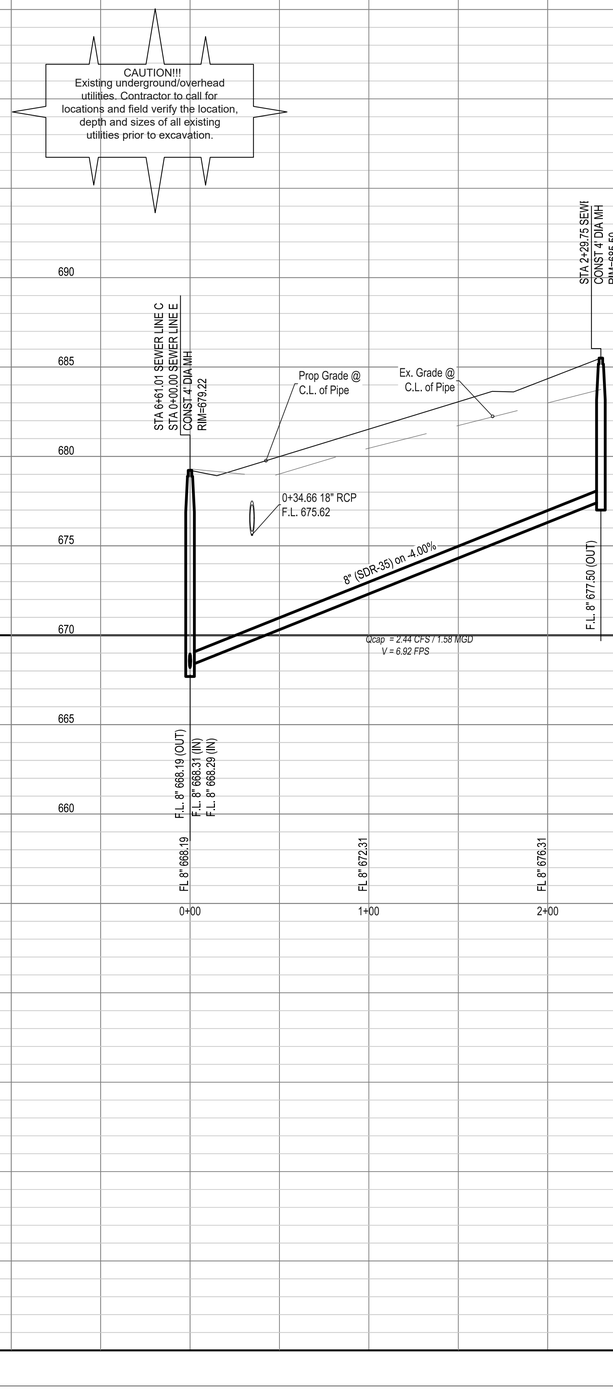

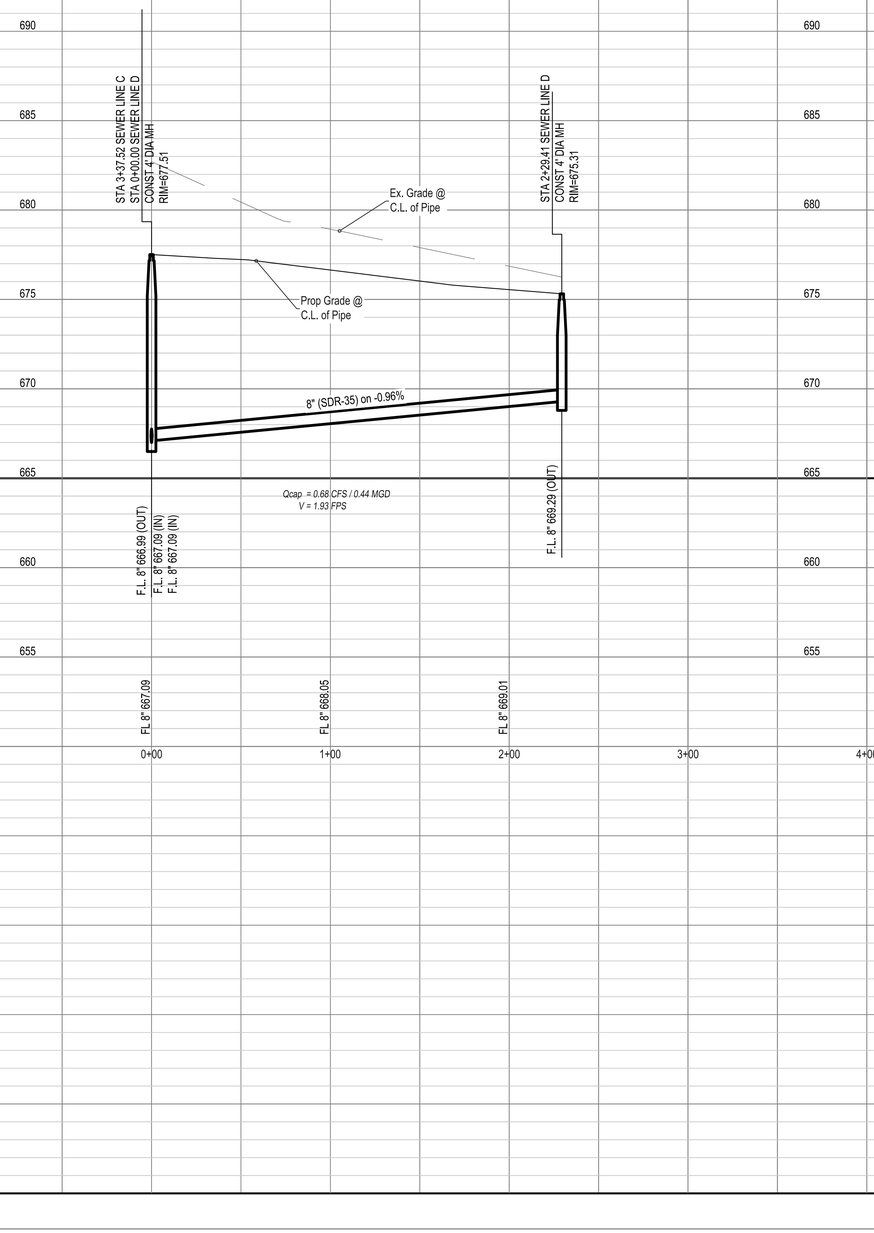

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Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS
City of AUBREY,Denton County, Texas

Sanitary Sewer Profile Sewer Line 'D' & 'E'

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
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DATE:	07/12/2024
SCALE:	1"= 4' V & 1"= 40' H
NOTES:	
FILE:	

Sheet 24 **of** 58

WATER LINE 1				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L33		22.05	N01° 32' 02"E	11+85.24
L34		106.29	N01° 31' 58"E	12+10.07

WATER LINE 2				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
C3	217.00	58.87	N06° 14' 17"W	13+49.54
C4	189.99	103.09	N75° 19' 55"E	14+58.01
C5	183.00	39.88	S81° 53' 02"E	16+36.07
L49		7.96	N77° 26' 47"E	14+12.93
L50		14.65	N32° 26' 47"E	14+20.89
L51		14.21	N61° 14' 52"E	14+41.31
L52		33.70	S88° 07' 36"E	15+76.87
L53		22.68	S88° 07' 36"E	16+13.40
L54		103.52	S75° 38' 27"E	16+75.95
L55		19.78	S78° 15' 12"E	17+79.47
L56		19.79	S83° 28' 46"E	17+99.25
L57		109.47	S88° 09' 15"E	18+19.04
L58		82.44	S88° 14' 01"E	19+28.51
L59		42.70	N47° 10' 14"E	20+10.96
L60		15.15	S89° 02' 21"E	20+53.66

WATER LINE 3				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L61		3.71	N01° 32' 02"E	0+00.00
L62		15.60	N51° 56' 05"E	0+03.71
L63		106.38	S88° 27' 17"E	0+19.30
L64		18.30	S44° 13' 59"E	1+25.68
L65		33.14	S01° 32' 57"W	1+43.98
L66		14.22	S43° 45' 19"E	1+77.12
L67		111.93	S88° 27' 58"E	1+91.34
L68		10.09	N77° 26' 47"E	3+20.92

WATER LINE 4				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L69		290.02	S88° 27' 40"E	0+00.00

WATER LINE 5				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
C6	269.00	125.98	N11° 39' 01"W	7+51.38
C7	233.23	109.67	N11° 35' 44"W	9+97.67
L70		222.06	N01° 45' 59"E	0+00.00
L71		46.27	N01° 45' 59"E	2+22.06
L72		21.27	N01° 45' 59"E	2+71.16
L73		78.01	N01° 45' 59"E	2+95.25
L74		36.61	N01° 45' 59"E	3+73.27
L75		18.51	N01° 45' 59"E	4+12.65
L76		142.41	N01° 45' 59"E	4+33.93
L77		14.10	N01° 43' 25"E	5+79.28
L78		104.09	N01° 45' 59"E	5+96.30
L79		51.00	N01° 45' 59"E	7+00.38
L80		64.80	N25° 04' 01"W	8+86.71
L81		64.80	N25° 04' 01"W	8+86.71
L82		18.20	N25° 04' 03"W	9+54.35
L83		22.29	N25° 04' 01"W	9+75.38
L84		172.09	N01° 42' 15"E	11+11.70
L85		172.09	N01° 42' 15"E	11+11.70

WATER LINE 6				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L90		292.16	S88° 24' 24"E	0+00.00

WATER LINE 10				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
C8	200.00	0.02	S89° 54' 26"W	2+98.61
L104		298.61	S89° 54' 36"W	0+00.00
L105		231.39	S89° 54' 17"W	2+98.63

WATER LINE 7				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L91		215.22	S88° 26' 23"E	0+00.00
L92		20.41	S88° 17' 43"E	2+17.84
L93		54.02	S88° 28' 05"E	2+40.79

Notes:

1. Refer to landscape architect's plan for continued clarification of all irrigation meters.

2. All materials & construction within the easements and R.O.W. shall conform to NCTCOG Standard Construction Details and Specifications.

3. Maintain a minimum horizontal distance of 10 ft. between prop. water main and prop. wastewater main. 10 ft. separation between water service lines and sanitary sewer service lines is required.

4. AWWA C-900 DR-18 PVC pipe shall be used for the water lines, with AWWA C110 or AWWA C153 ductile iron fittings.

5. All water line embedment to be type "B" per detail on sheet 23.

6. Provide blue reflective markers/buttons in centerline of street at location of fire hydrants.

7. Service lines can be 1" copper or poly.

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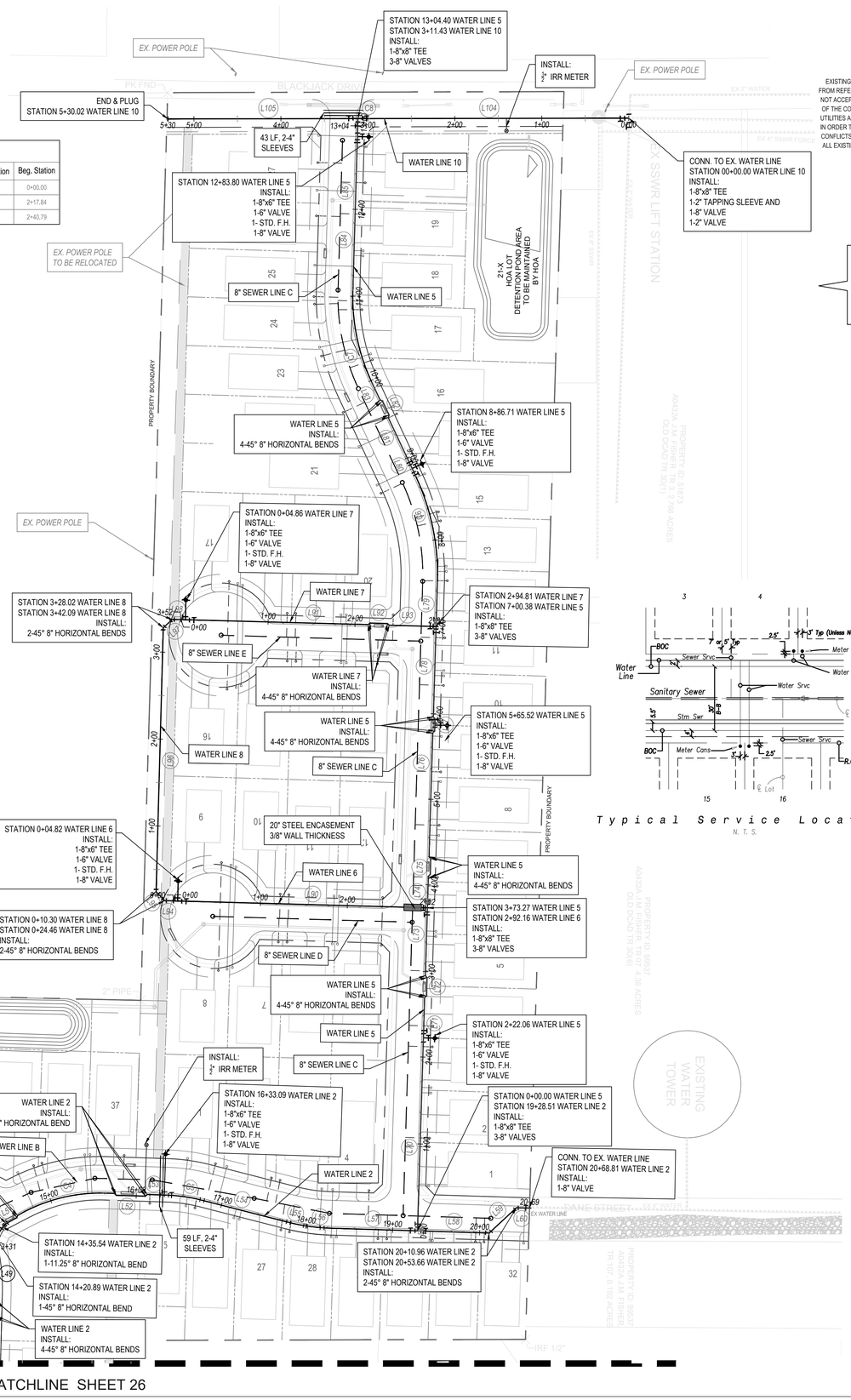

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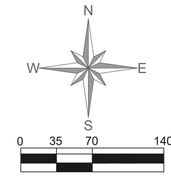

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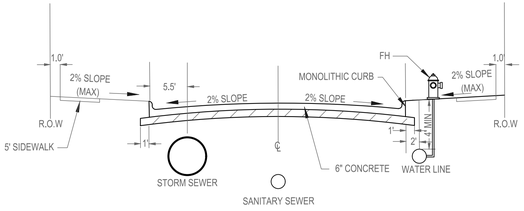
LEGEND

- PROP. WATER LINE
- PROP FIRE HYDRANT ASSY
- PROP VALVE
- PROP SANITARY SEWER LINE
- PROP SAN SEWER MANHOLE
- MATCHLINE



PAVING SECTION
N.T.S

Typical Service Location
N. T. S.

TCEQ Notes:
The proposed water main/sewer main crossing shall meet the TCEQ Ch. 290 Criteria at each crossing as follows. (notes A, B, and C)

A. Center the stick of proposed water pipe on the sewer pipe crossing.

B. Polywrap the nearest PVC water pipe joints on each side of this crossing.

C. Concrete-encase the proposed water pipe (encasement to extend at least 6-inches beyond water pipe on all sides, and shall extend to just beyond the nearest PVC water pipe joints on each side of this crossing).

D. The use of pipes and pipe fittings that contain more than 0.25% lead or solders and flux that contains more than 0.2% lead is prohibited pursuant to 30 Texas Administrative Code (TAC) §290.44(b)(1).

E. The hydrostatic leakage equation is as follows: $Q = \frac{LD/P}{148{,}000}$

Where: Q = the normal quantity of makeup water in gallons per hour,
L = the length of the pipe section being tested, in feet,
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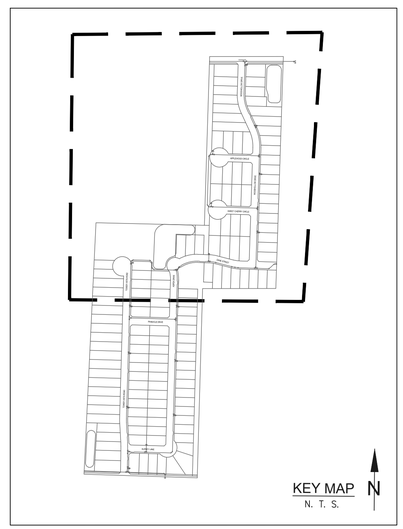

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AUBREY HEIGHTS
City of AUBREY,Denton County, Texas

Water Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

Sheet 25 of 58

WATER LINE 1				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
C1	321.40	22.72	N01° 19' 03"W	1+69.44
C2	281.02	24.82	N00° 48' 43"W	3+20.14
L19		80.33	N00° 42' 26"E	0+00,00
L20		17.90	N00° 42' 26"E	0+83,15
L21		65.56	N00° 42' 26"E	1+03,88
L22		36.69	N03° 20' 33"W	1+92.16
L23		18.37	N03° 20' 37"W	2+31,68
L24		67.26	N03° 20' 33"W	2+52,88
L25		66.27	N01° 43' 07"E	3+44,97
L26		212.62	N01° 32' 01"E	4+11.24
L27		22.56	N01° 32' 54"E	6+26,58
L28		198.53	N01° 31' 56"E	6+51,86
L29		20.40	N01° 45' 37"E	8+52,87
L30		94.54	N01° 32' 00"E	8+75,86
L31		69.91	N01° 32' 02"E	9+70,40
L32		142.13	N01° 32' 02"E	10+40,32
L33		22.05	N01° 32' 02"E	11+85,24
L34		106.29	N01° 31' 58"E	12+10,07

WATER LINE 2				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
C3	217.00	58.87	N06° 14' 17"W	13+49,54
C4	189.99	103.09	N75° 19' 55"E	14+58,01
C5	183.00	39.88	S81° 53' 02"E	16+36,07
L35		19.61	S88° 27' 58"E	0+00,00
L36		17.98	S88° 27' 58"E	0+22.44
L37		227.26	S88° 27' 58"E	0+43,24
L38		11.31	N46° 32' 02"E	2+70,50
L39		103.17	N01° 32' 02"E	2+81,82
L40		19.19	N01° 32' 02"E	3+87,81
L41		336.00	N01° 32' 02"E	5+08,98
L42		336.00	N01° 32' 02"E	5+08,98
L43		20.78	N01° 32' 02"E	8+93,67
L44		45.69	N01° 32' 02"E	8+44,98
L45		186.77	N01° 32' 02"E	9+17,28
L46		13.17	N01° 32' 02"E	11+04,04
L47		14.99	N01° 32' 02"E	11+20,08
L48		211.61	N01° 32' 02"E	11+37,93
L49		7.96	N77° 26' 47"E	14+12,93
L50		14.65	N32° 26' 47"E	14+20,89
L51		14.21	N61° 14' 52"E	14+41,31
L52		33.70	S88° 07' 36"E	15+76,87
L53		22.68	S88° 07' 36"E	16+13,40
L54		103.52	S75° 38' 27"E	16+75,95
L55		19.78	S78° 15' 12"E	17+79,47
L56		19.79	S83° 28' 46"E	17+99,25
L57		109.47	S88° 09' 15"E	18+19,04
L58		82.44	S88° 14' 01"E	19+28,51
L59		42.70	N47° 10' 14"E	20+10,96
L60		15.15	S89° 02' 21"E	20+53,66

WATER LINE 4				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L69		290.02	S88° 27' 40"E	0+00,00

WATER LINE 9				
Tag #	Radius	Length	Line/Ch Direction	Beg. Station
L101		494.04	N88° 13' 46"W	0+34.94
L102		25.48	N02° 51' 45"E	0+00,00
L103		9.46	N43° 41' 22"W	0+25,48

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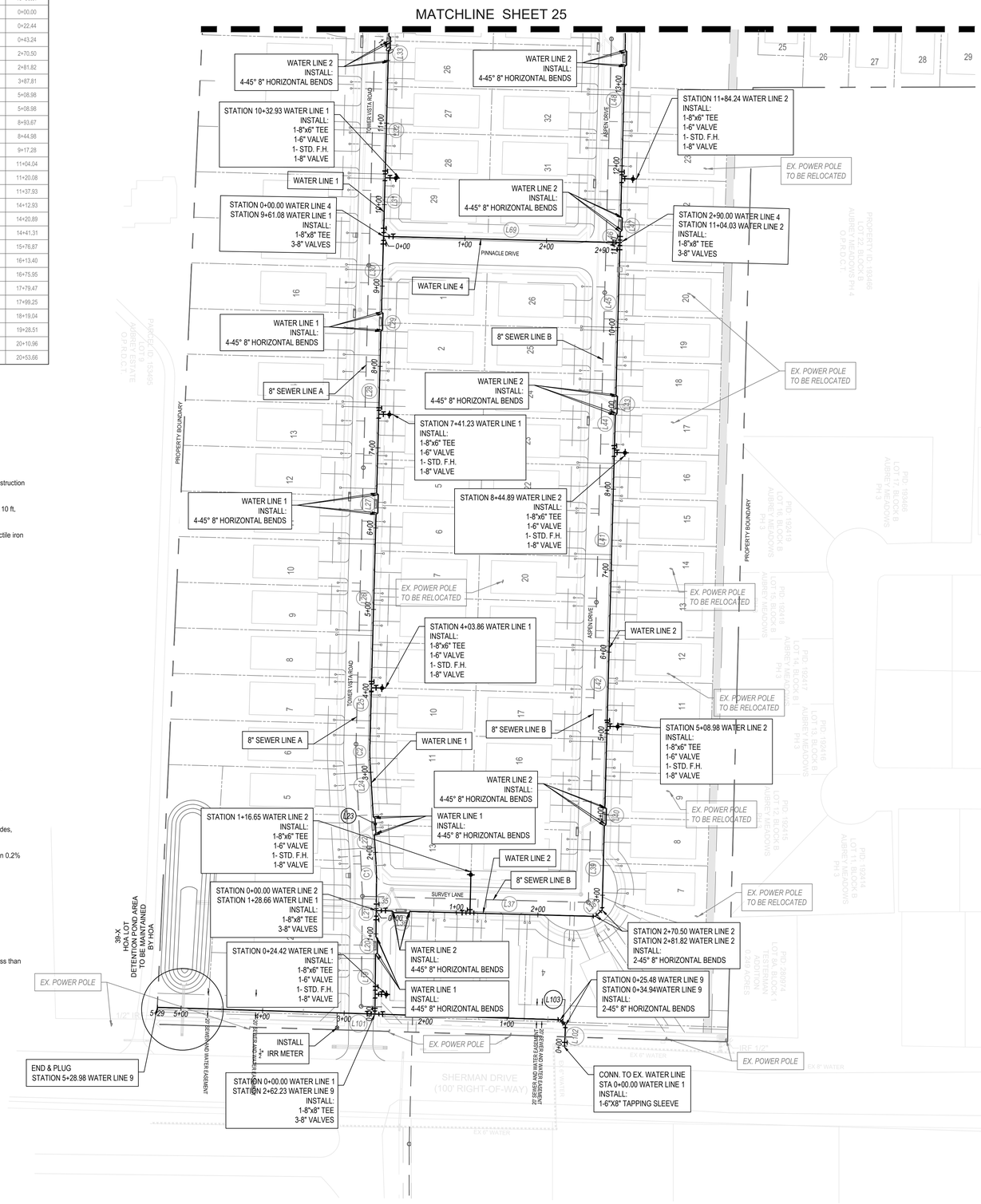

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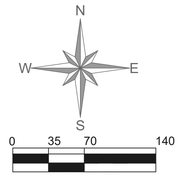

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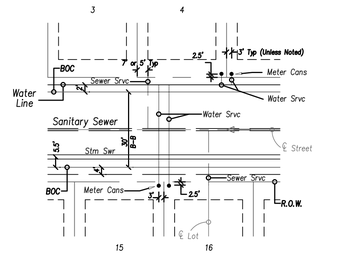
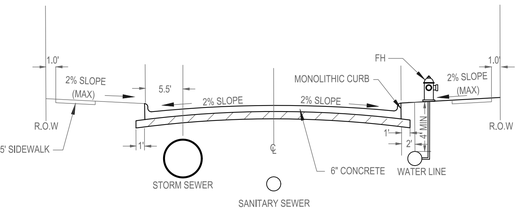
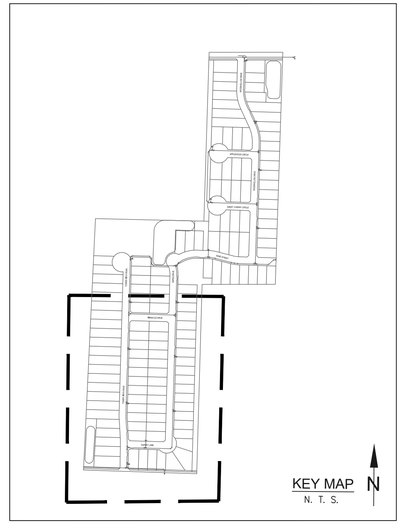
- T PROP VALVE
- PROP SANITARY SEWER LINE
- PROP SAN SEWER MANHOLE
- MATCHLINE



Typical Service Location
N. T. S.



PAVING SECTION
N.T.S



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AUBREY HEIGHTS
City of AUBREY,Denton County, Texas

Water Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
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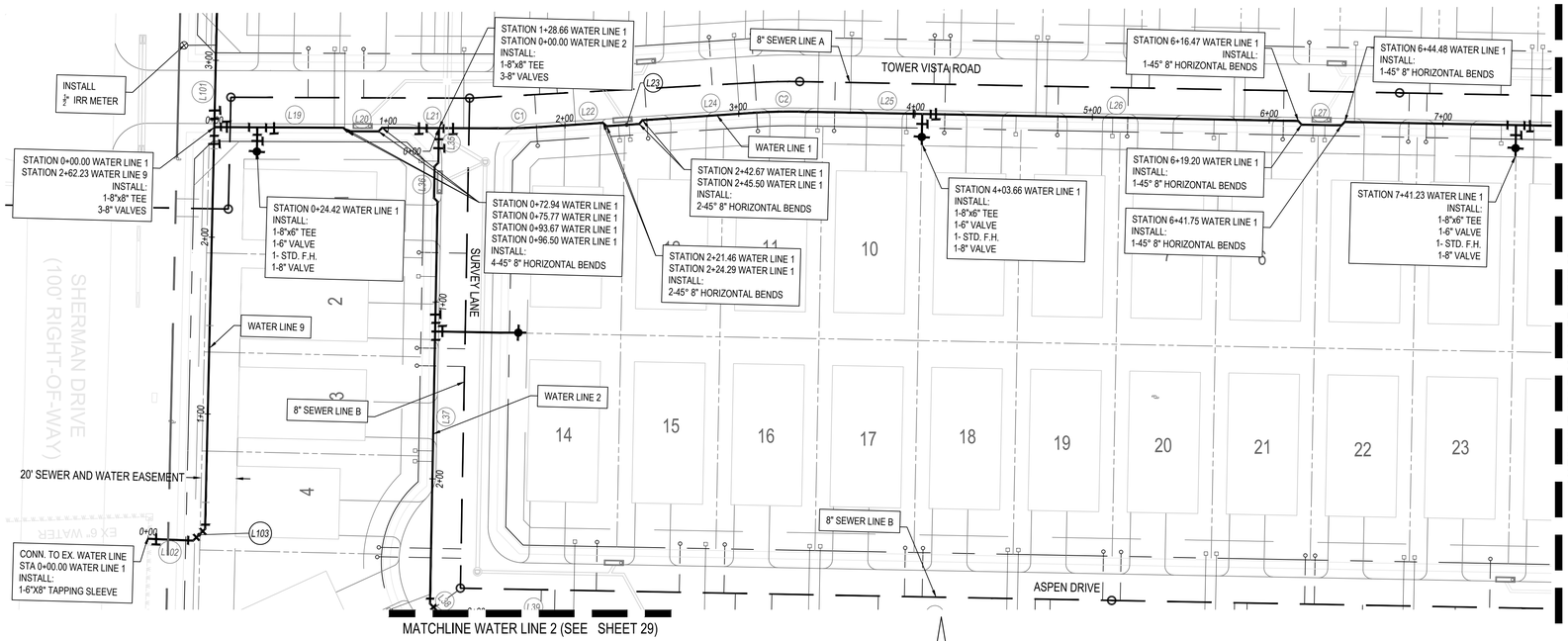

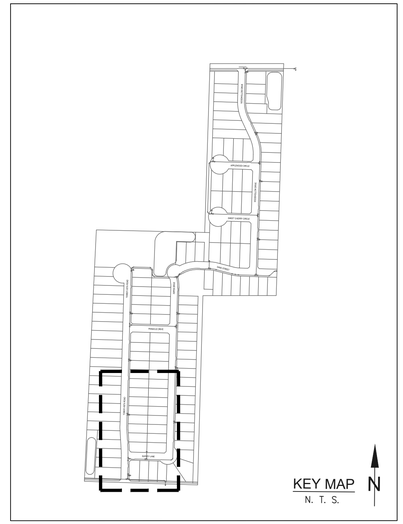

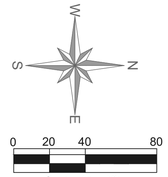

0 20 40 80

Scale: 1" = 40'

L E G E N D

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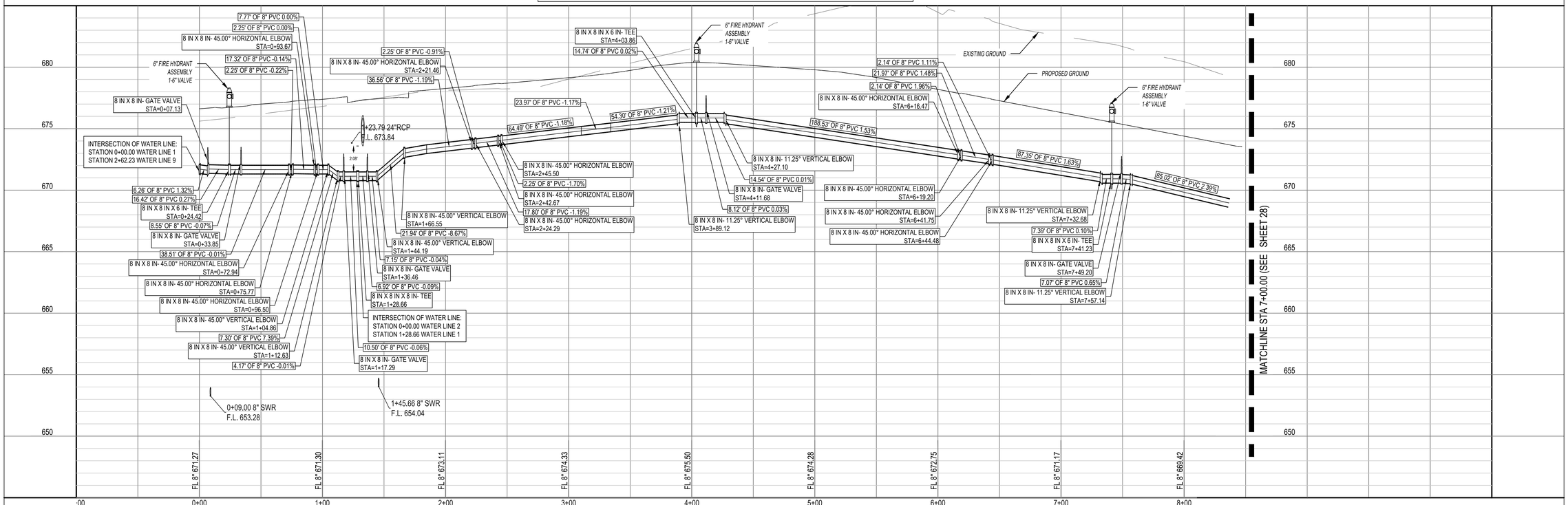
WATER LINE 1 PROFILE (STA 0+00 TO 7+00)



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AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Water Plan And Profile

STATE OF TEXAS
CODY D. CRANNELL
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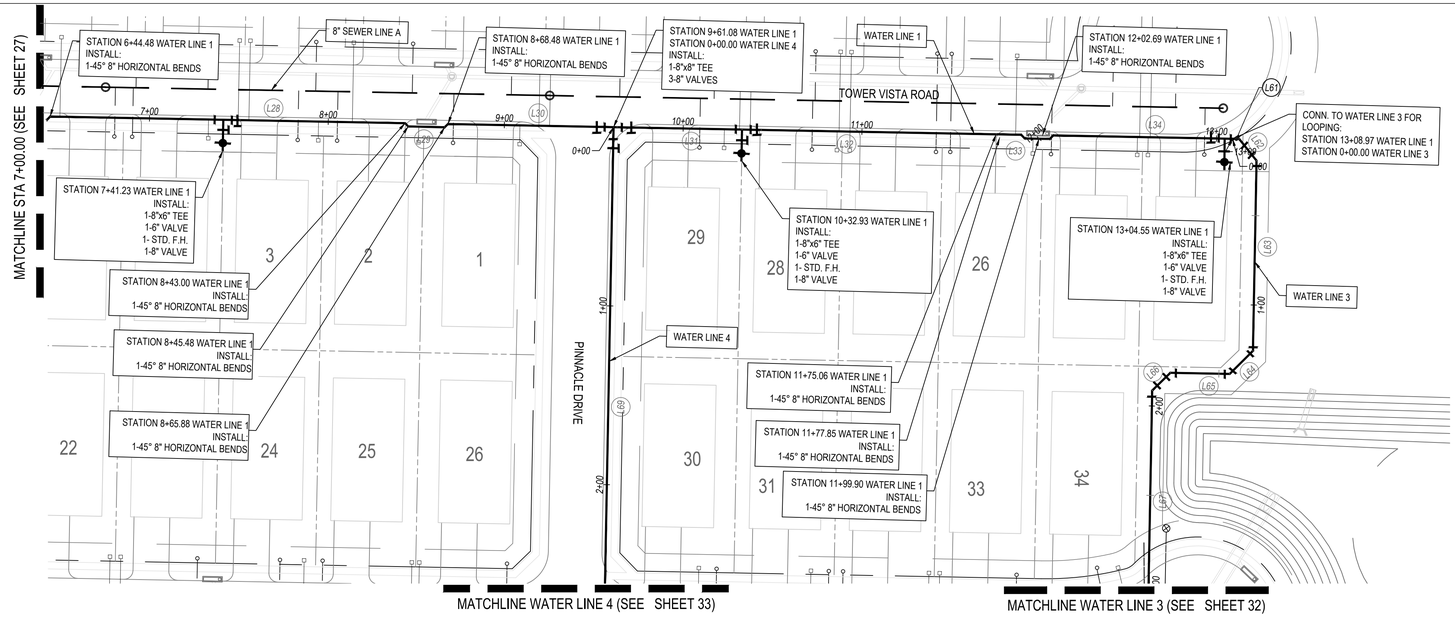
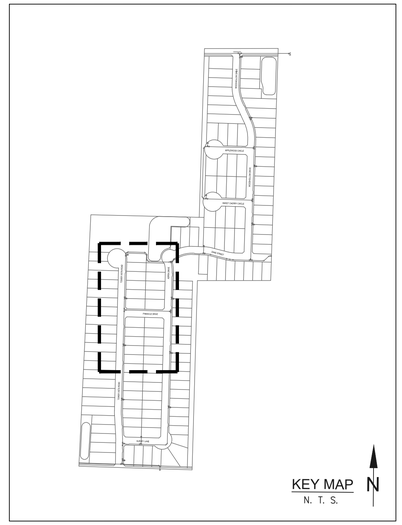
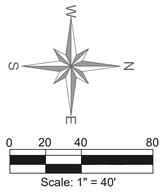
Sheet 27 of 58







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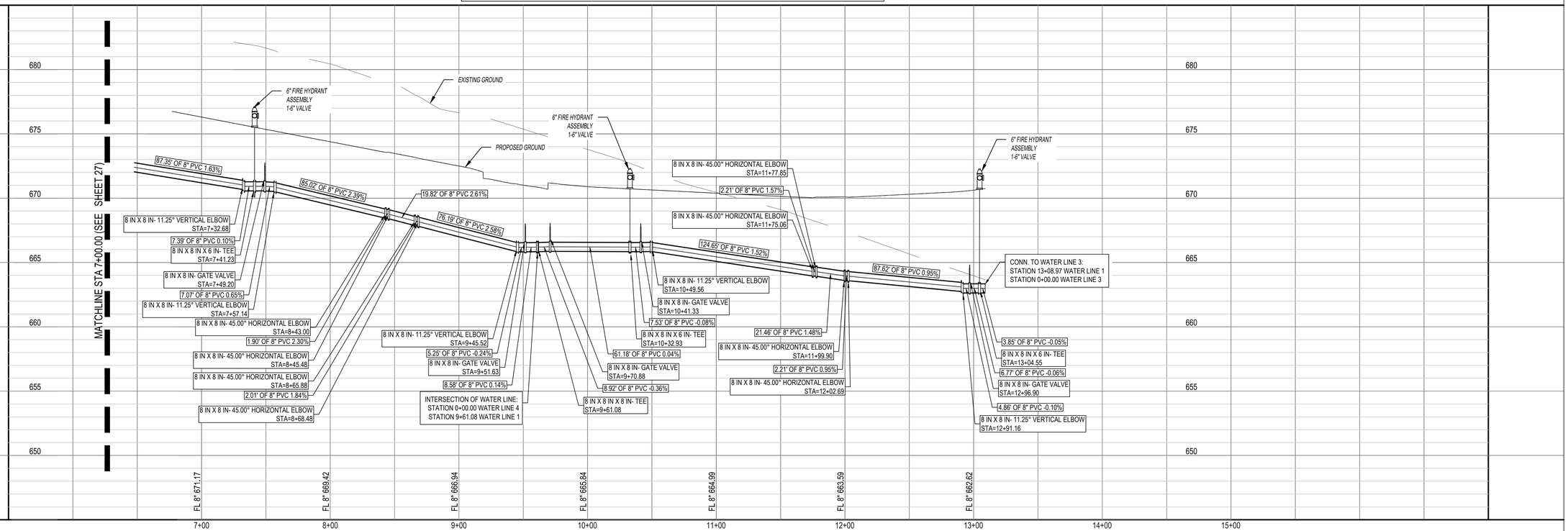
WATER LINE 1 PROFILE (STA 7+00 TO 13+12.52)



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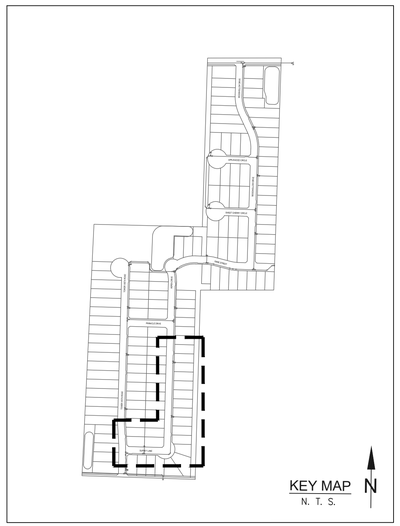
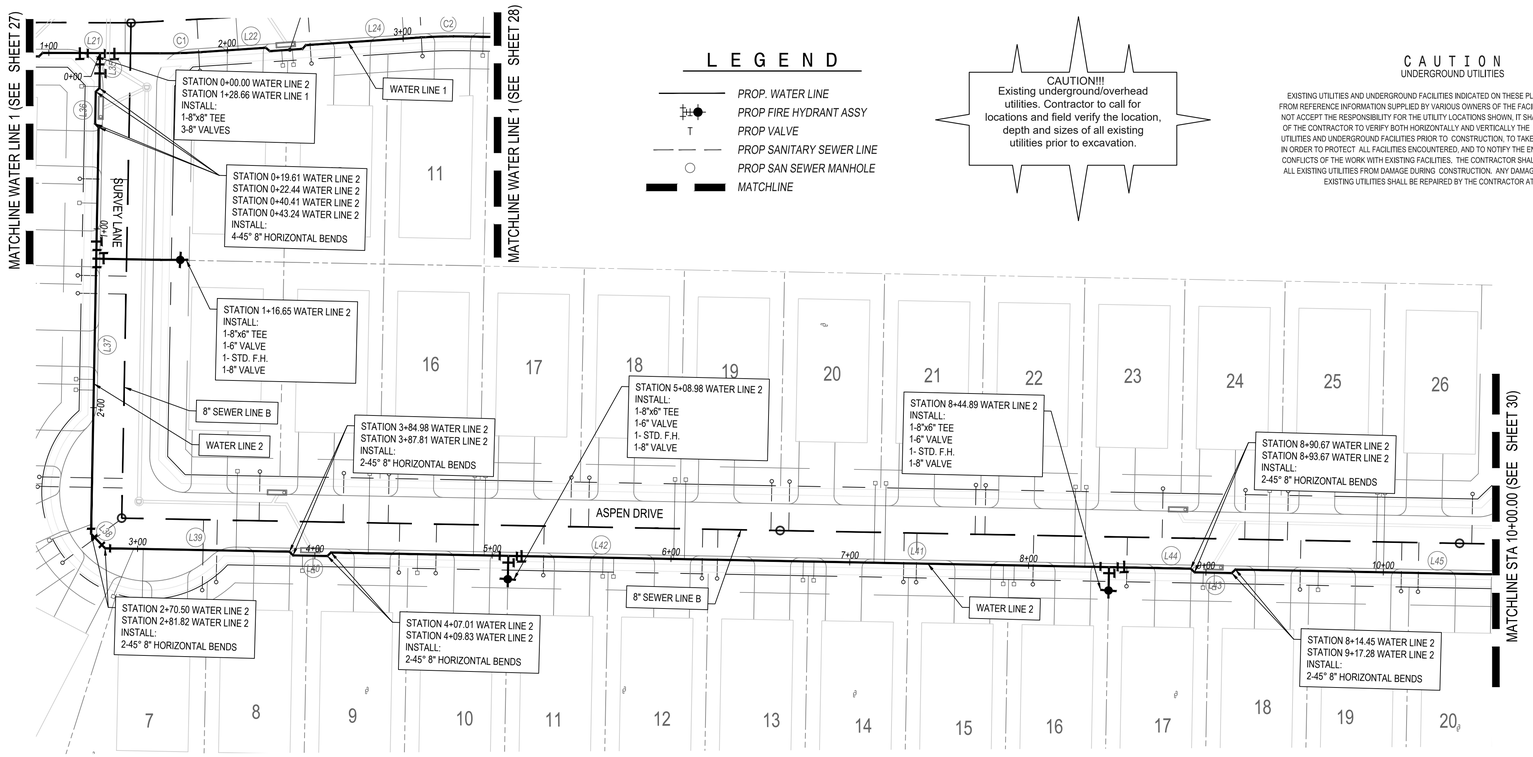
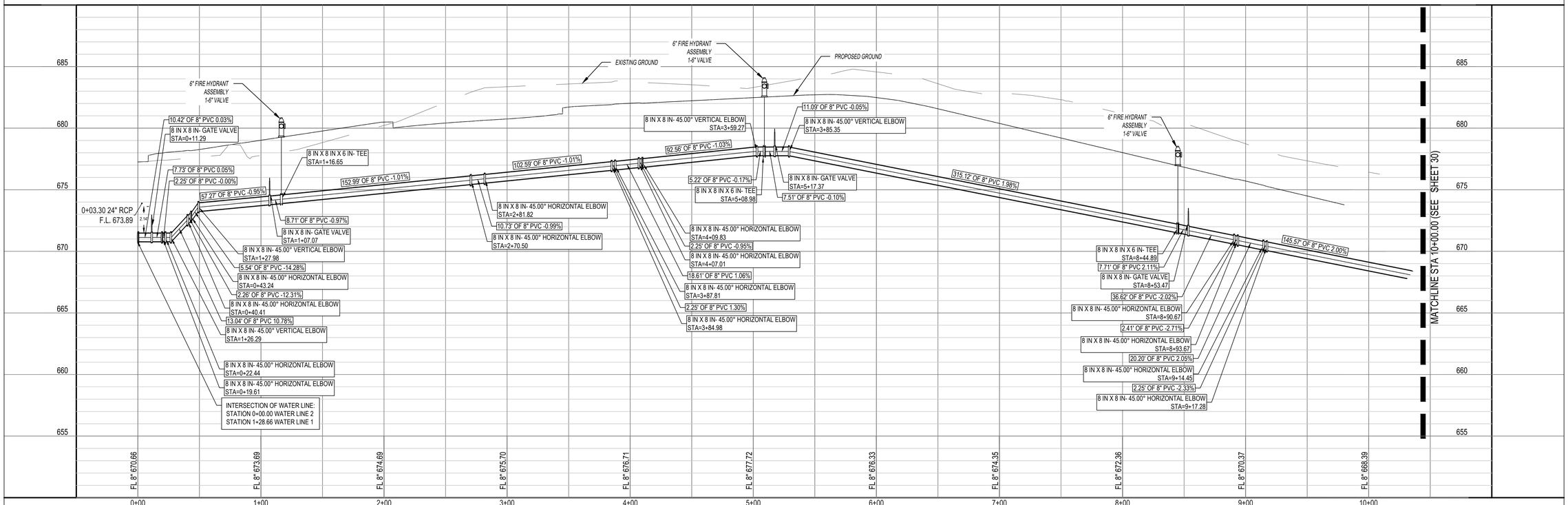




WATER LINE 2 PROFILE (STA 0+00 TO 10+00)



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2570 FM 407, Suite 209
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Ph: 972. 691.6633
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AUBREY HEIGHTS
City of AUBREY,Denton County, Texas

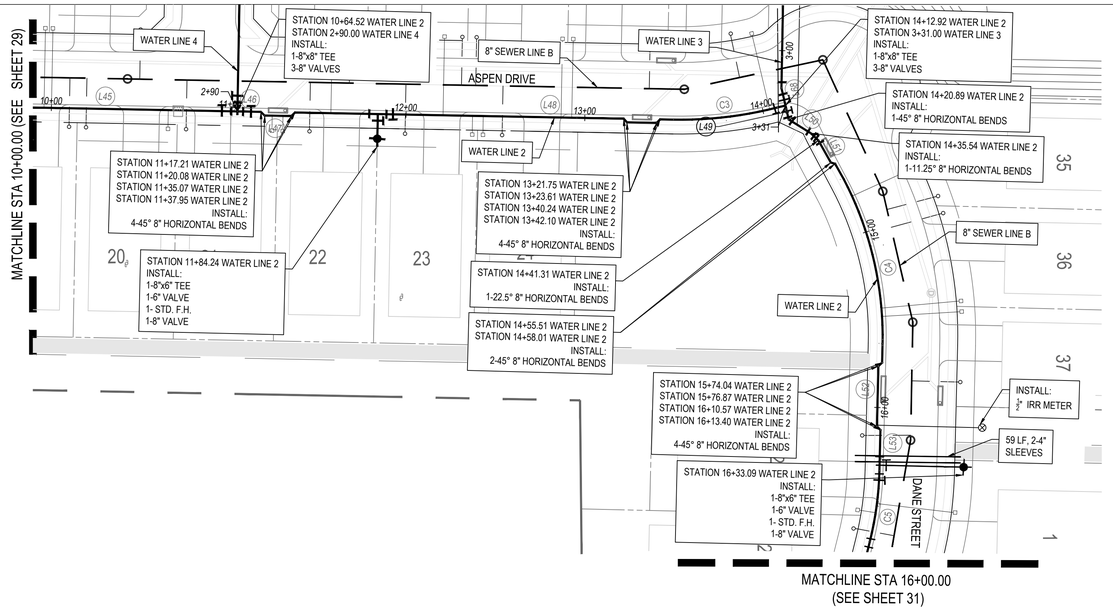
Water Plan And Profile

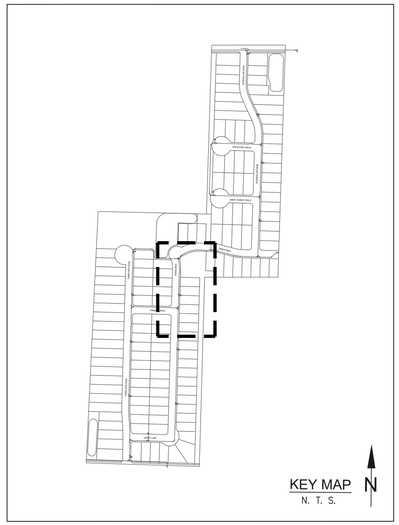
STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

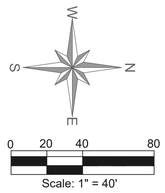
REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 29 of 58







LEGEND

- PROP. WATER LINE
- PROP FIRE HYDRANT ASSY
- PROP VALVE
- PROP SANITARY SEWER LINE
- PROP SAN SEWER MANHOLE
- MATCHLINE

CAUTION!!!
Existing underground/overhead utilities. Contractor to call for locations and field verify the location, depth and sizes of all existing utilities prior to excavation.

CAUTION
UNDERGROUND UTILITIES

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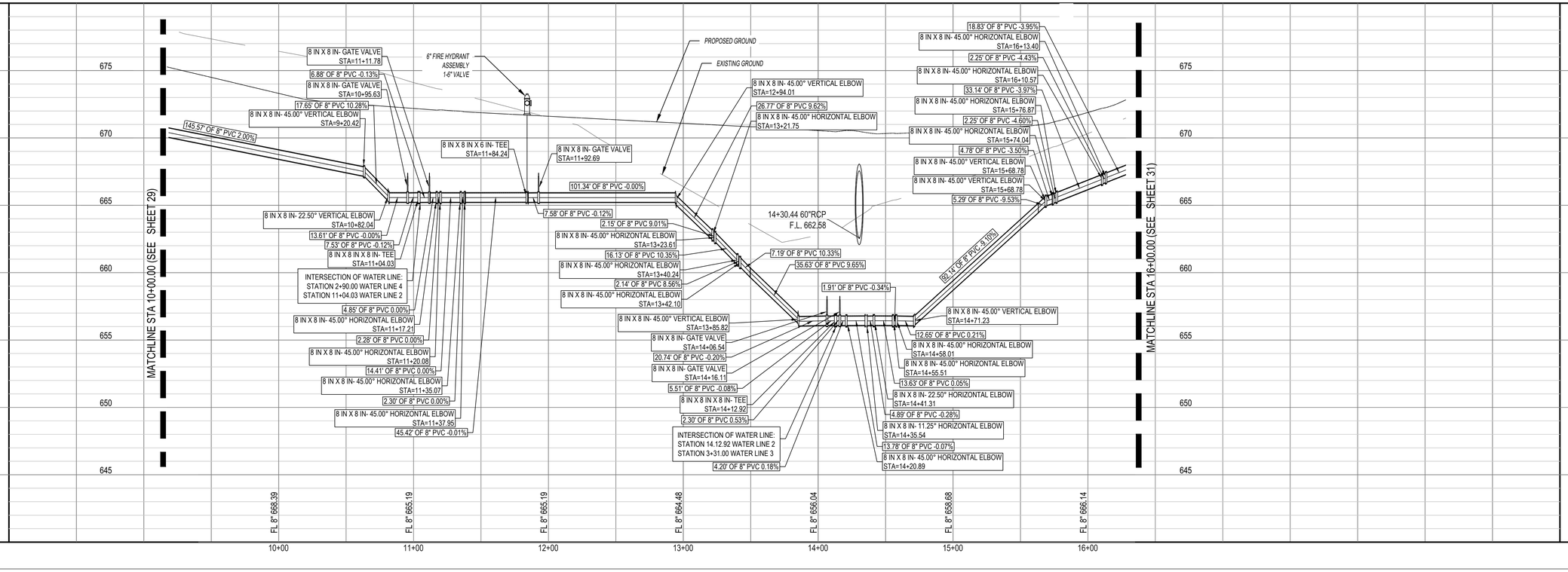
WATER LINE 2 PROFILE (STA 10+00 TO 16+00.00)



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LEGEND

- PROP. WATER LINE
- PROP FIRE HYDRANT ASSY
- PROP VALVE
- PROP SANITARY SEWER LINE
- PROP SAN SEWER MANHOLE
- MATCHLINE

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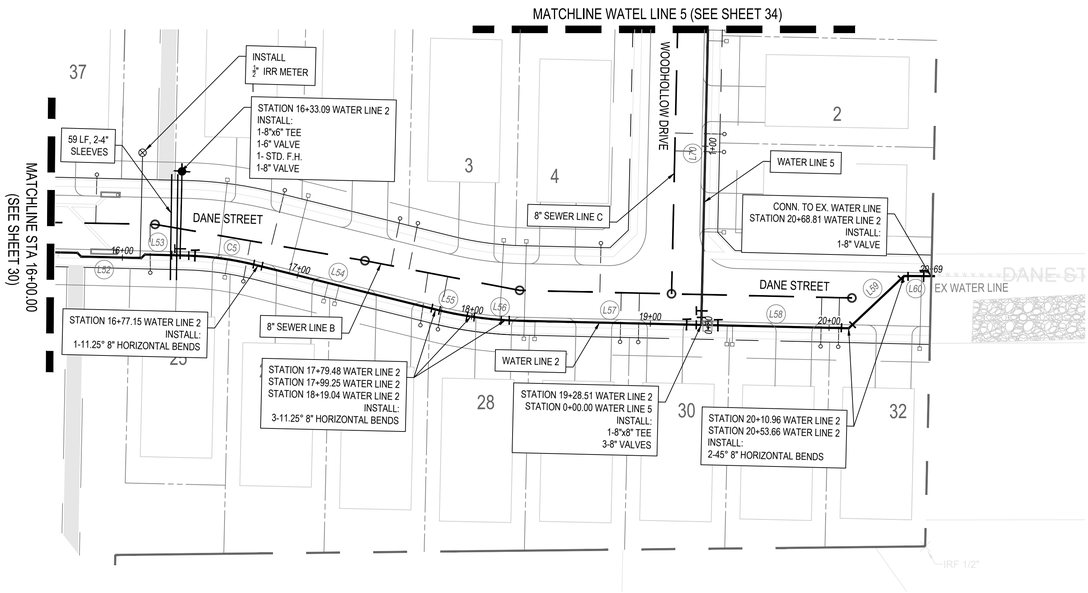
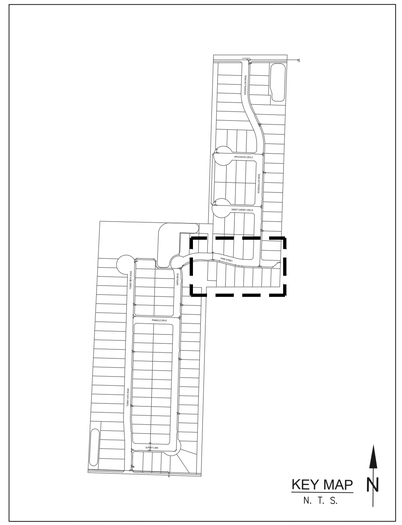
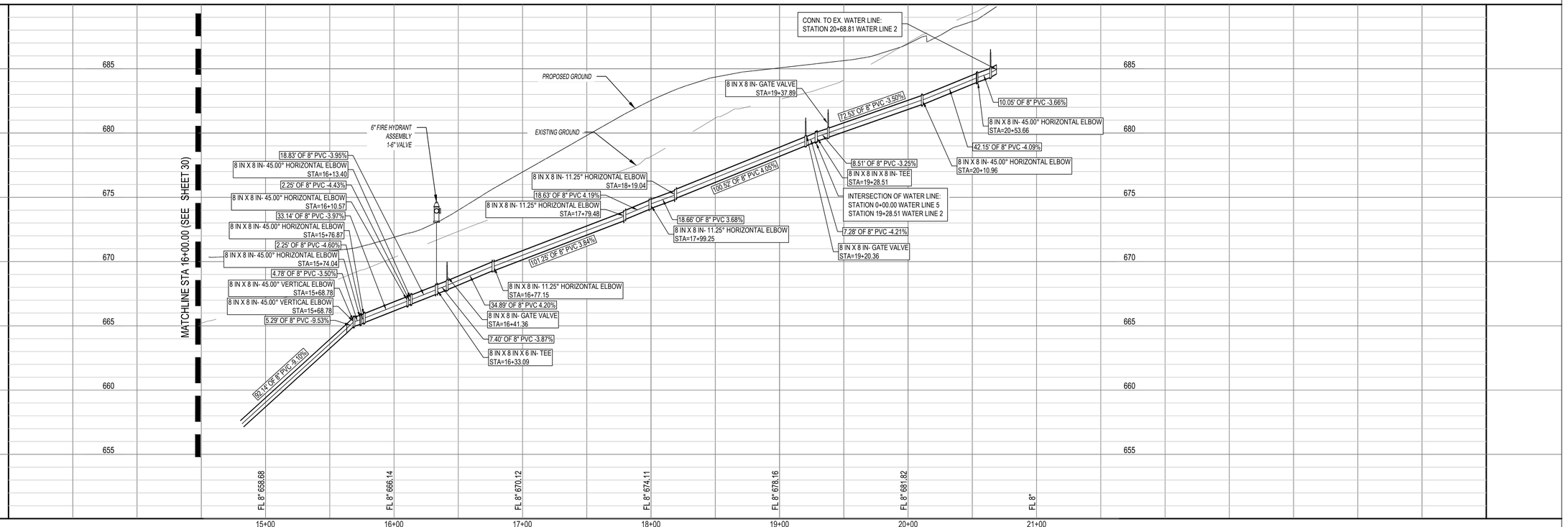
Scale: 1" = 40'





WATER LINE 2 PROFILE (STA 16+00 TO 20+68.81)



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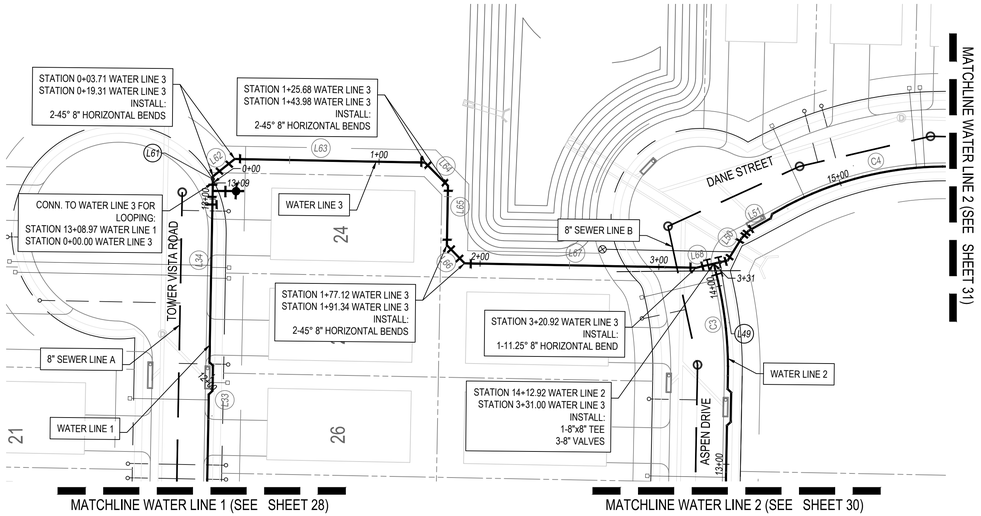

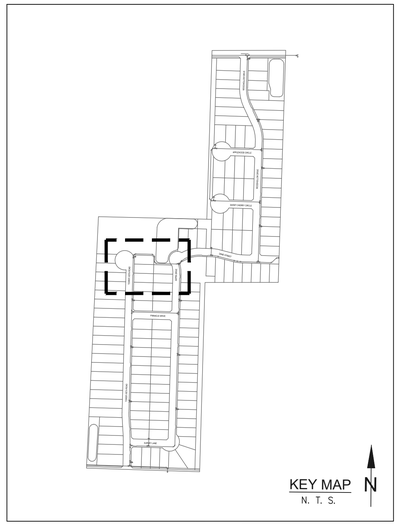

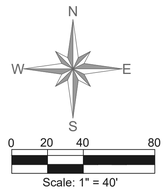

L E G E N D

- PROP. WATER LINE
- PROP FIRE HYDRANT ASSY
- PROP VALVE
- PROP SANITARY SEWER LINE
- PROP SAN SEWER MANHOLE
- MATCHLINE

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C A U T I O N
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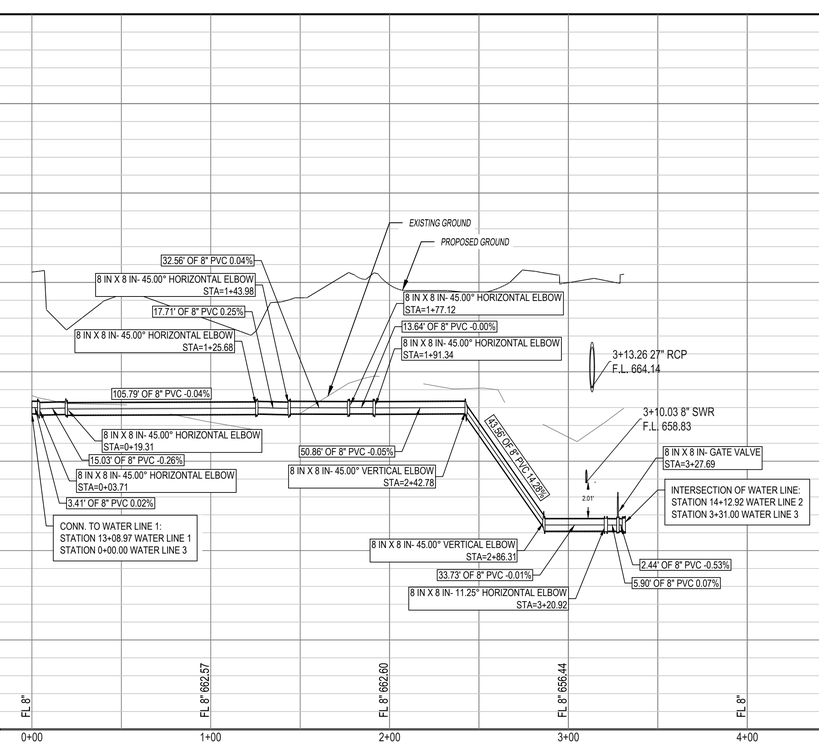
WATER LINE 3 PROFILE



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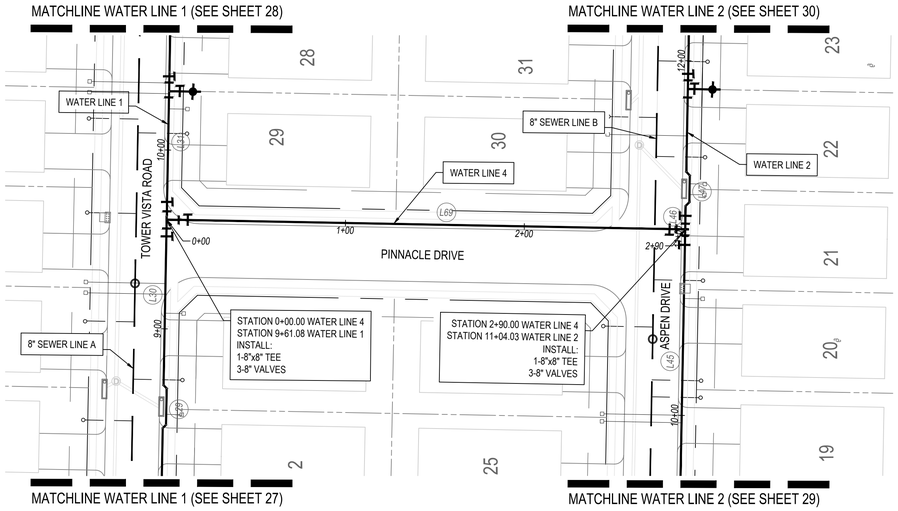

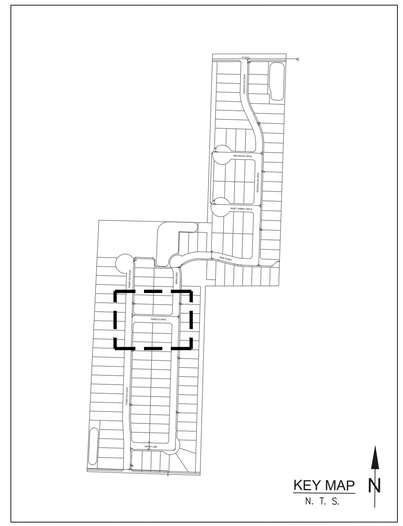

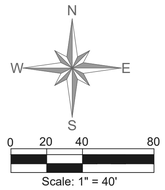

LEGEND

- PROP. WATER LINE
- PROP FIRE HYDRANT ASSY
- PROP VALVE
- PROP SANITARY SEWER LINE
- PROP SAN SEWER MANHOLE
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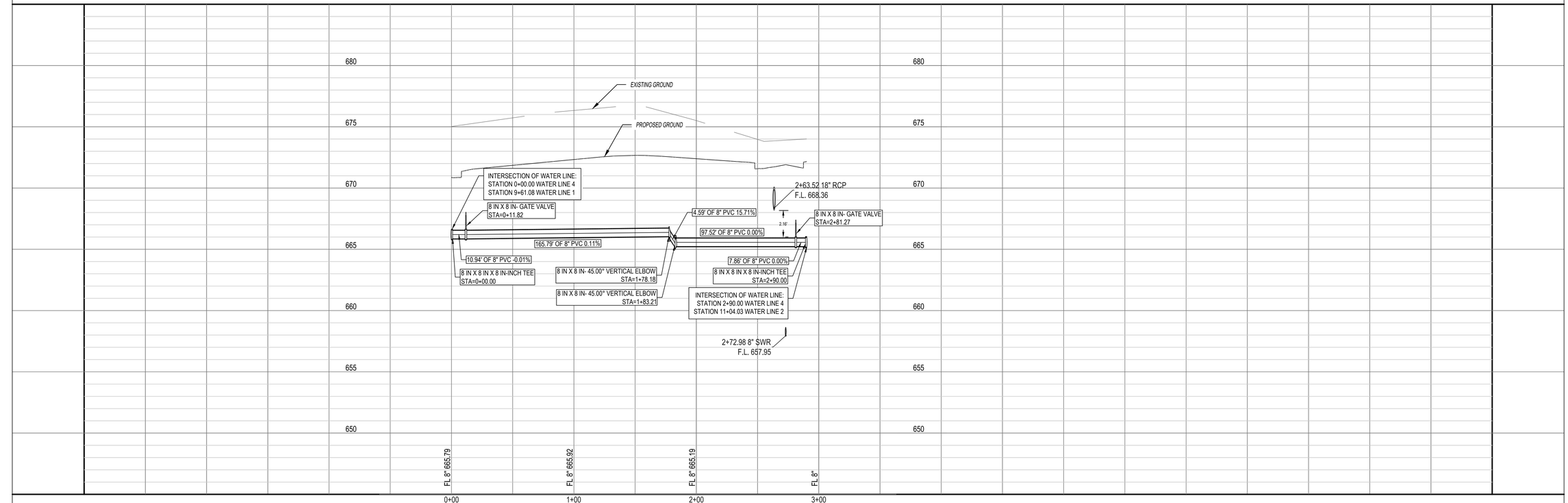
WATER LINE 4 PROFILE



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AUBREY HEIGHTS
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Water Plan And Profile

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07-12-2024

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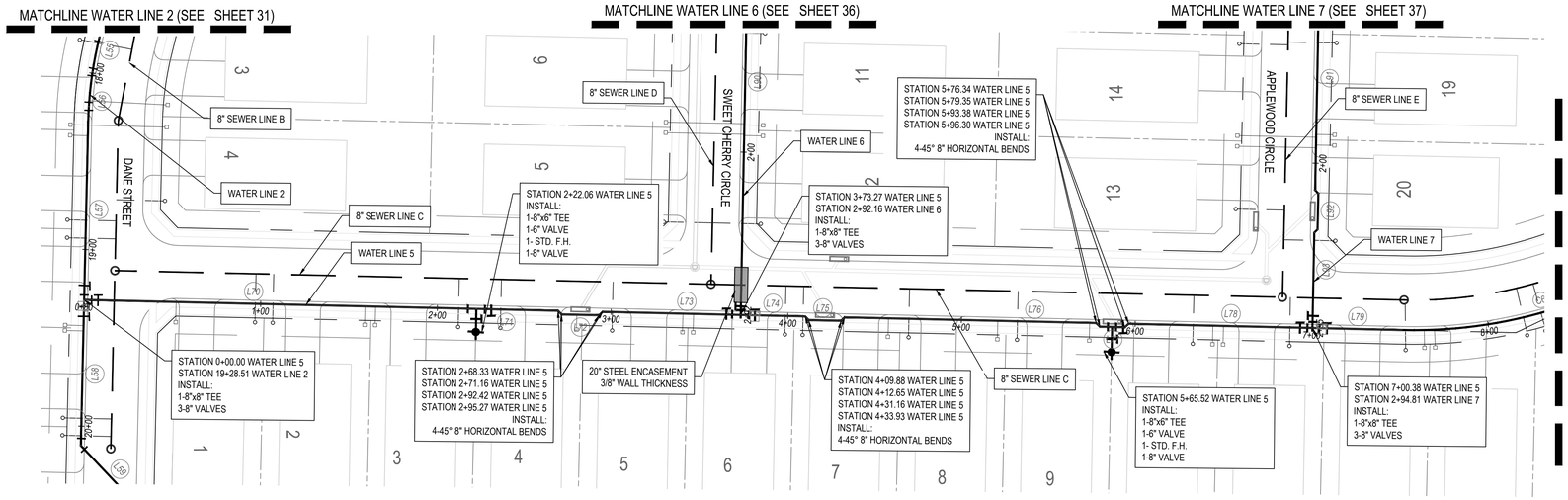

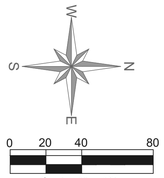

LEGEND

- PROP. WATER LINE
- PROP FIRE HYDRANT ASSY
- T PROP VALVE
- PROP SANITARY SEWER LINE
- PROP SAN SEWER MANHOLE
- MATCHLINE

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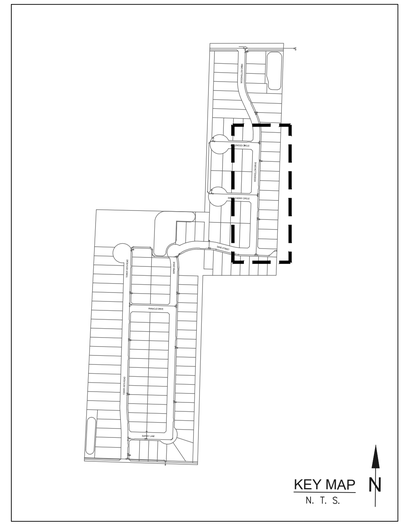
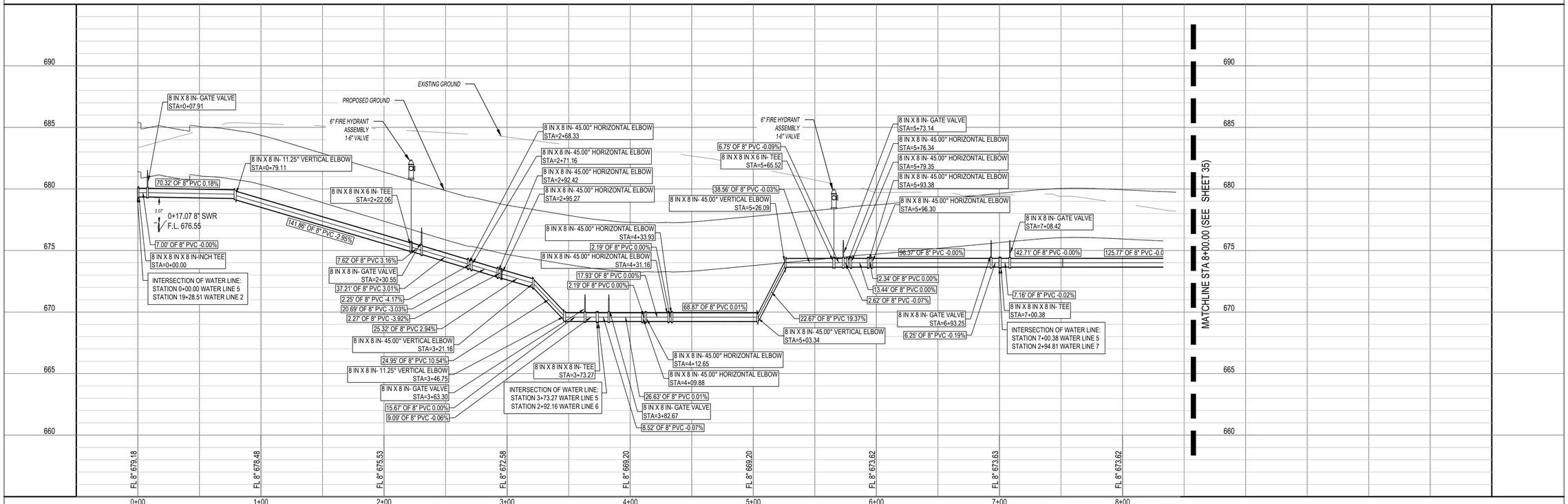


WATER LINE 5 PROFILE (STA 00+00 TO 8+00.00)



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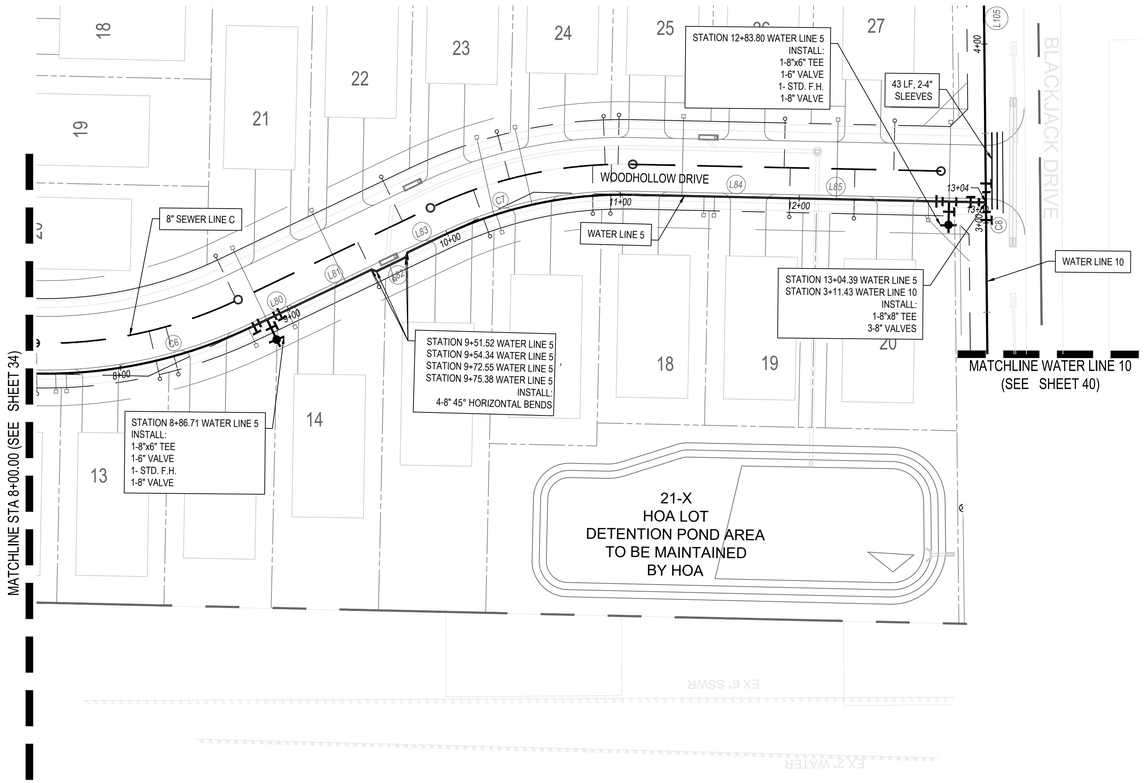

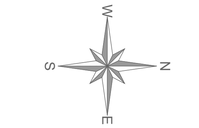

0 20 40 80

Scale: 1" = 40'

L E G E N D

- *PROP. WATER LINE*
- *PROP FIRE HYDRANT ASSY*
- *PROP VALVE*
- *PROP SANITARY SEWER LINE*
- *PROP SAN SEWER MANHOLE*
- *MATCHLINE*

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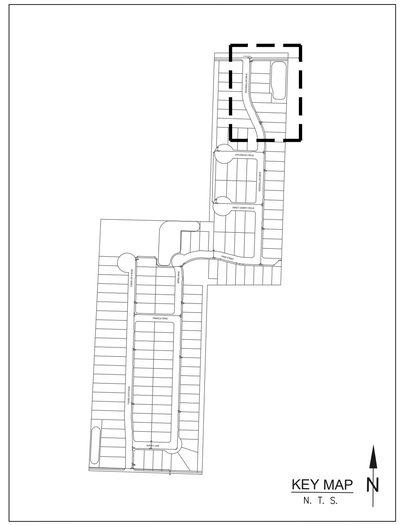
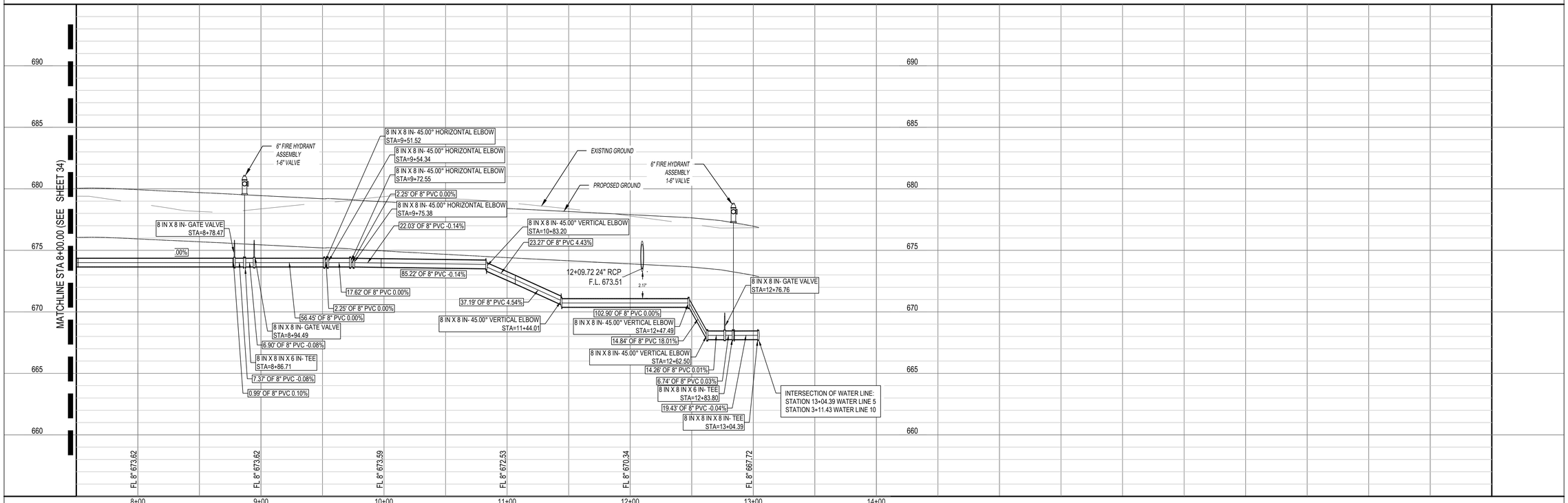


WATER LINE 5 PROFILE (STA 8+00 TO 13+04.39)



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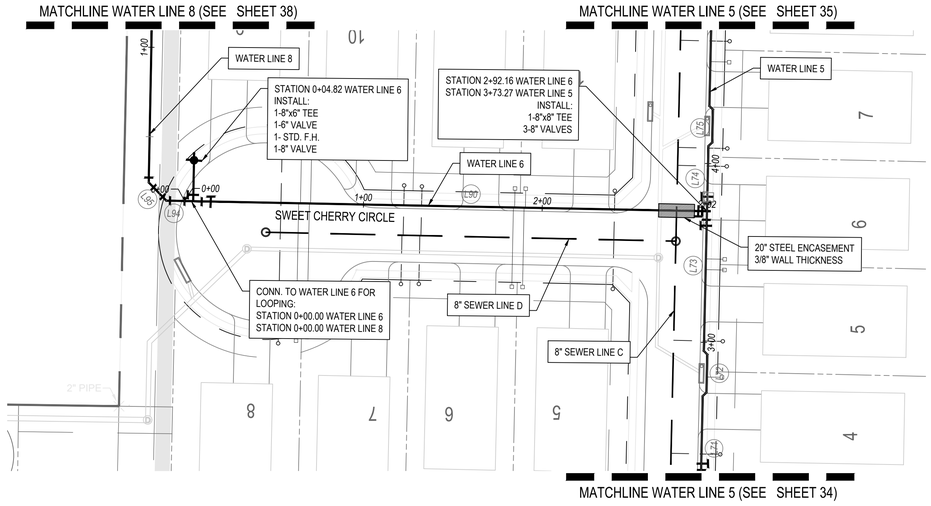

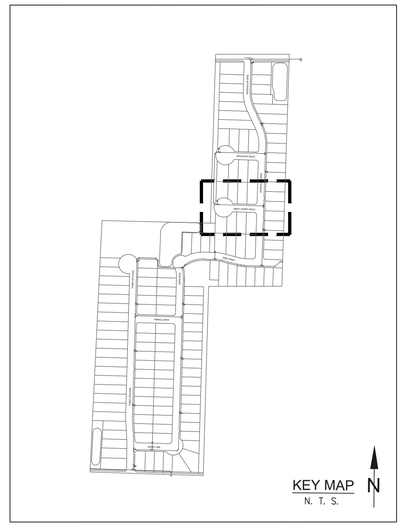

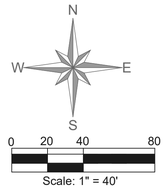

L E G E N D

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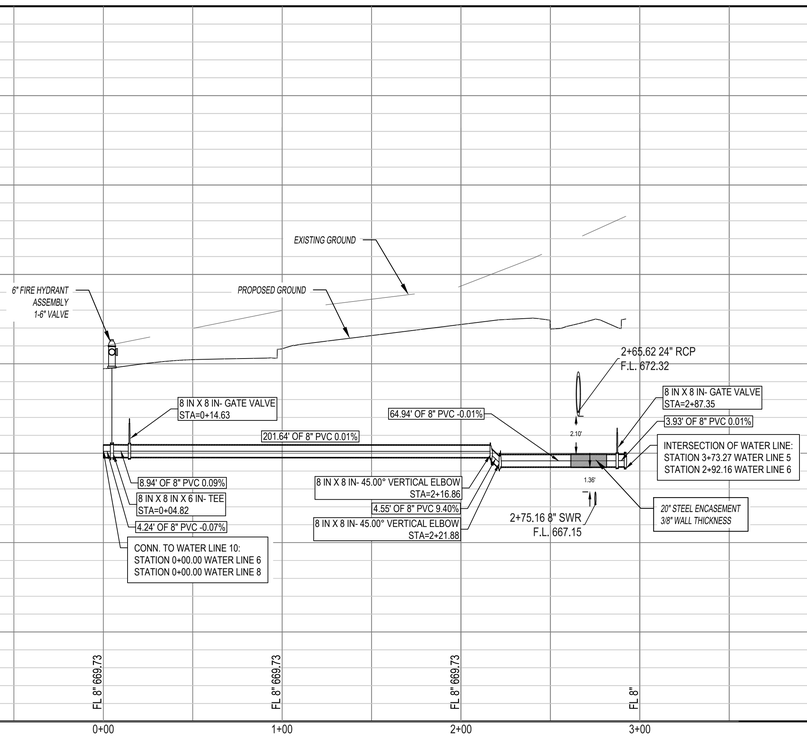
WATER LINE 6 PROFILE



CCM Engineering
2570 FM 407, Suite 209
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AUBREY HEIGHTS
City of AUBREY,Denton County, Texas

Water Plan And Profile

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

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DRAWN:	CCM
DATE:	07/12/2024
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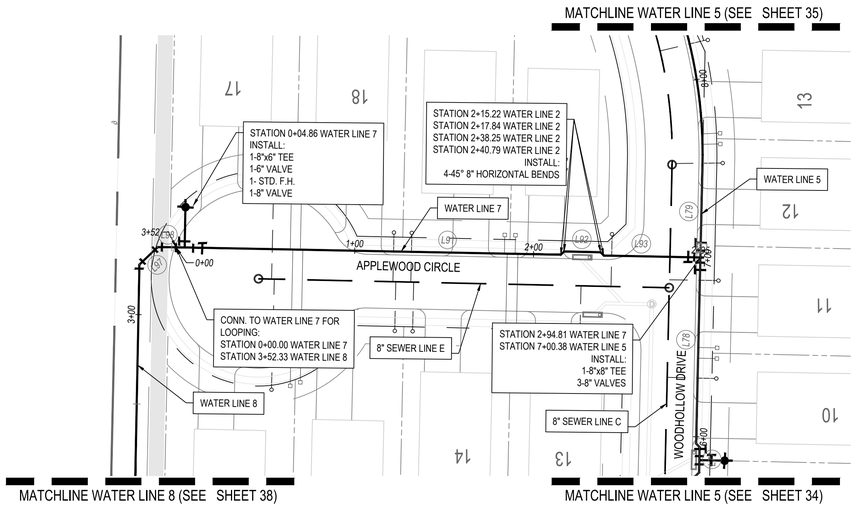

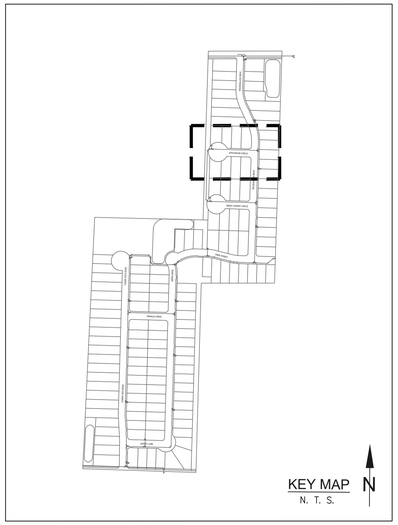

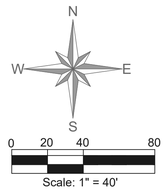

LEGEND

- PROP. WATER LINE
- PROP FIRE HYDRANT ASSY
- PROP VALVE
- PROP SANITARY SEWER LINE
- PROP SAN SEWER MANHOLE
- MATCHLINE

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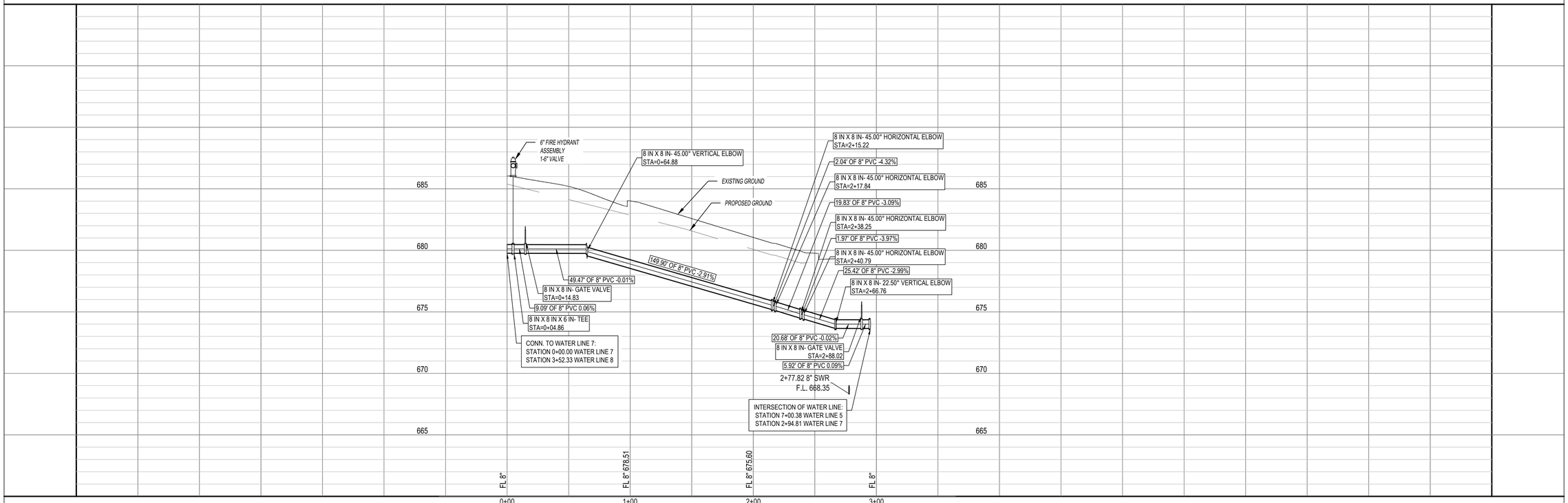
WATER LINE 7 PROFILE



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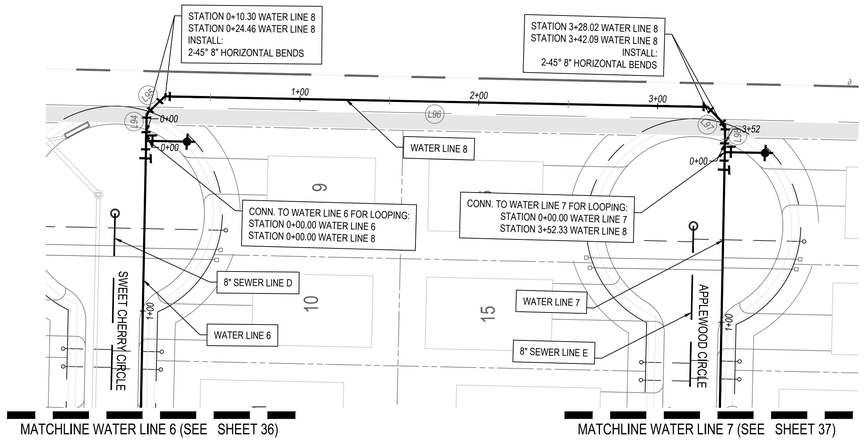

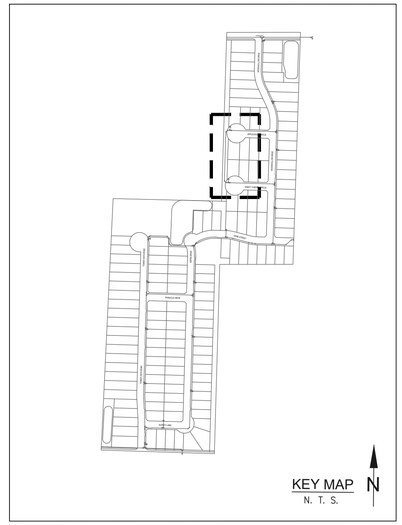

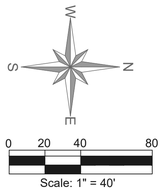

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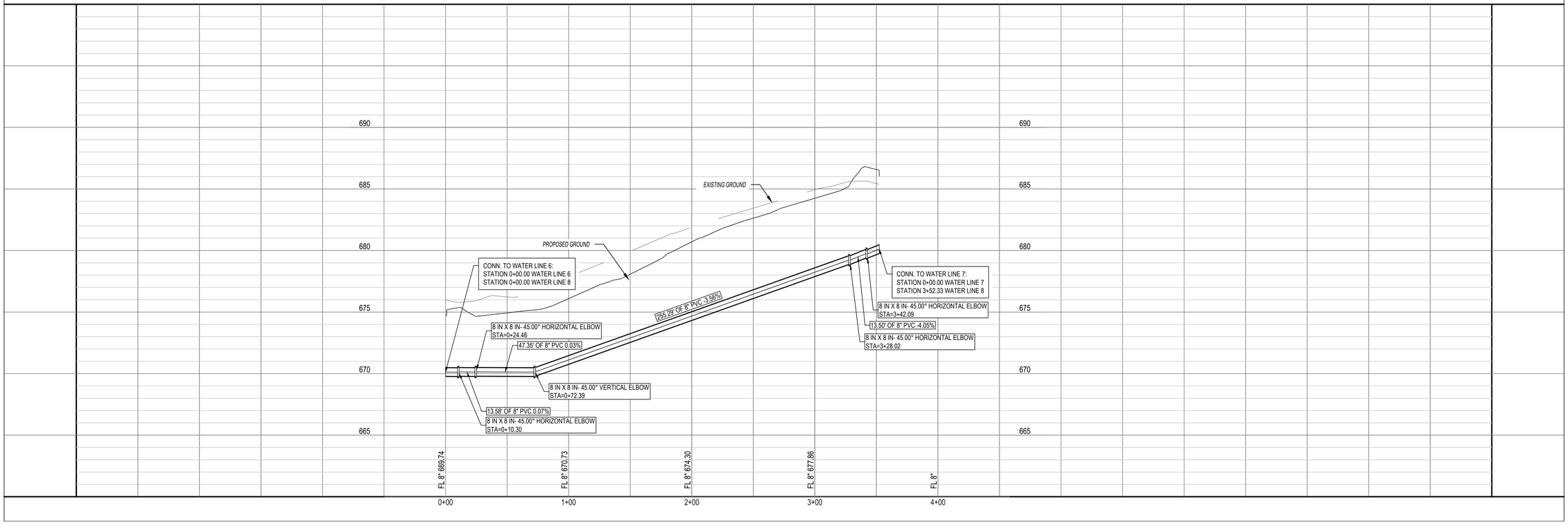
WATER LINE 8 PROFILE



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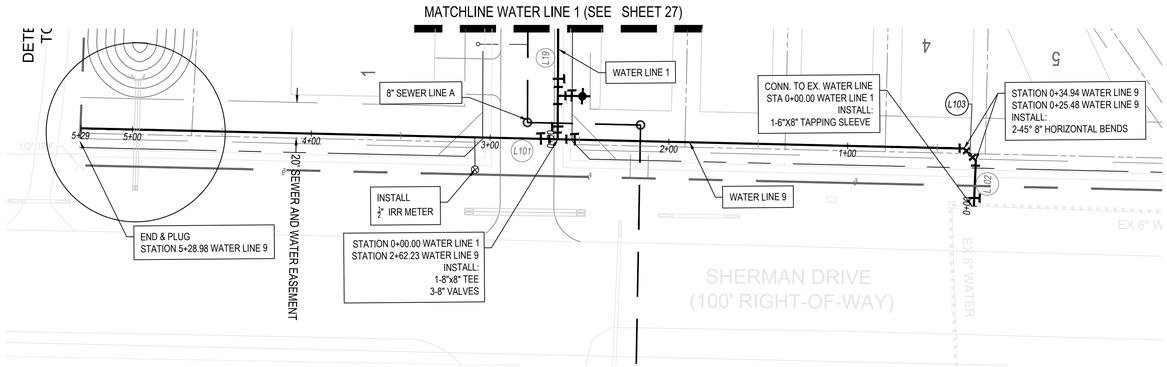

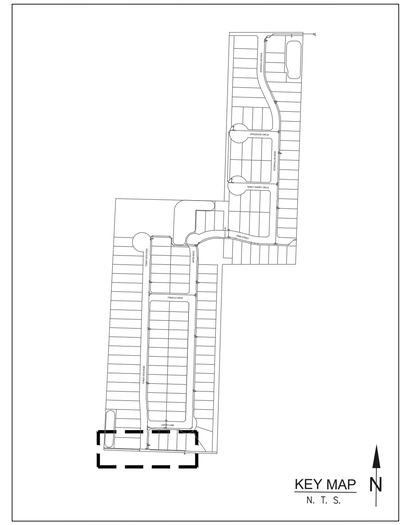

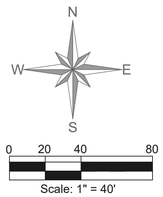

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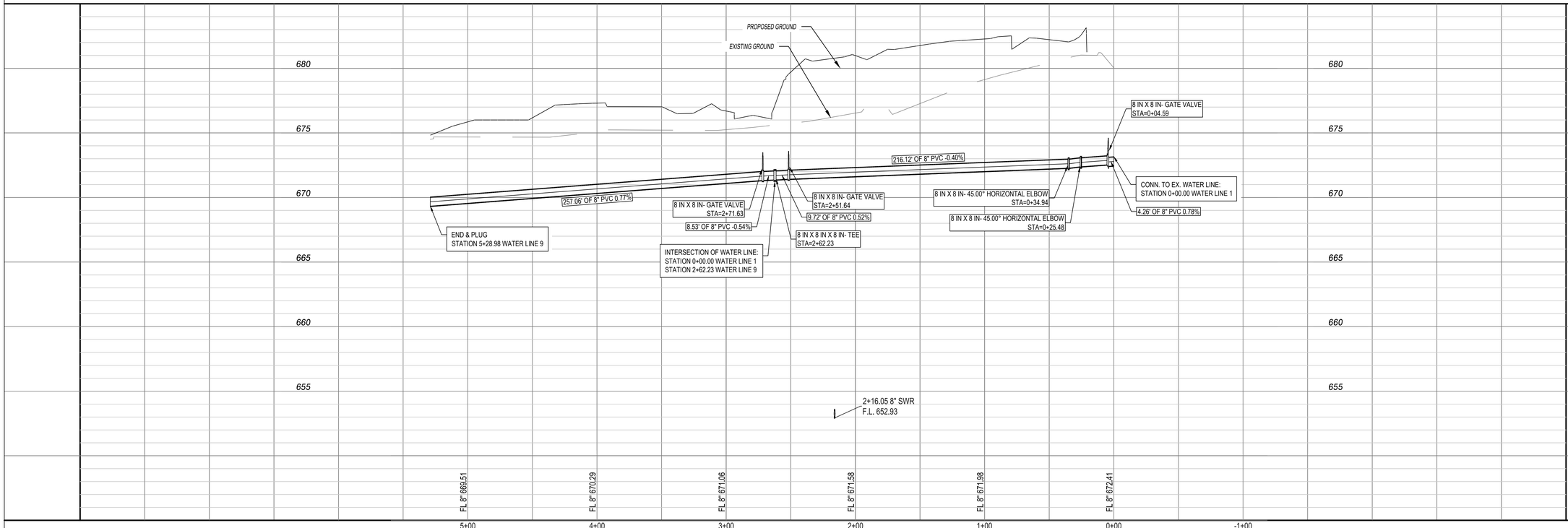
WATER LINE 9 PROFILE



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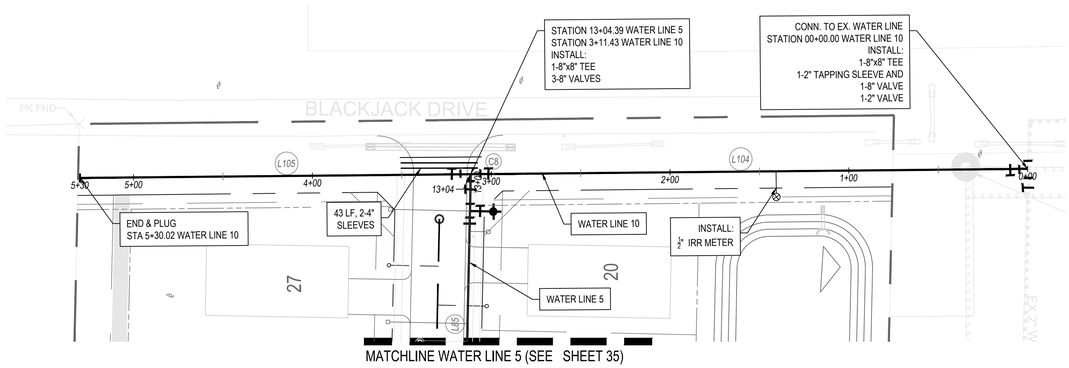

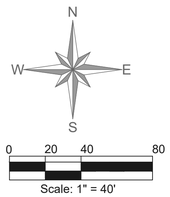

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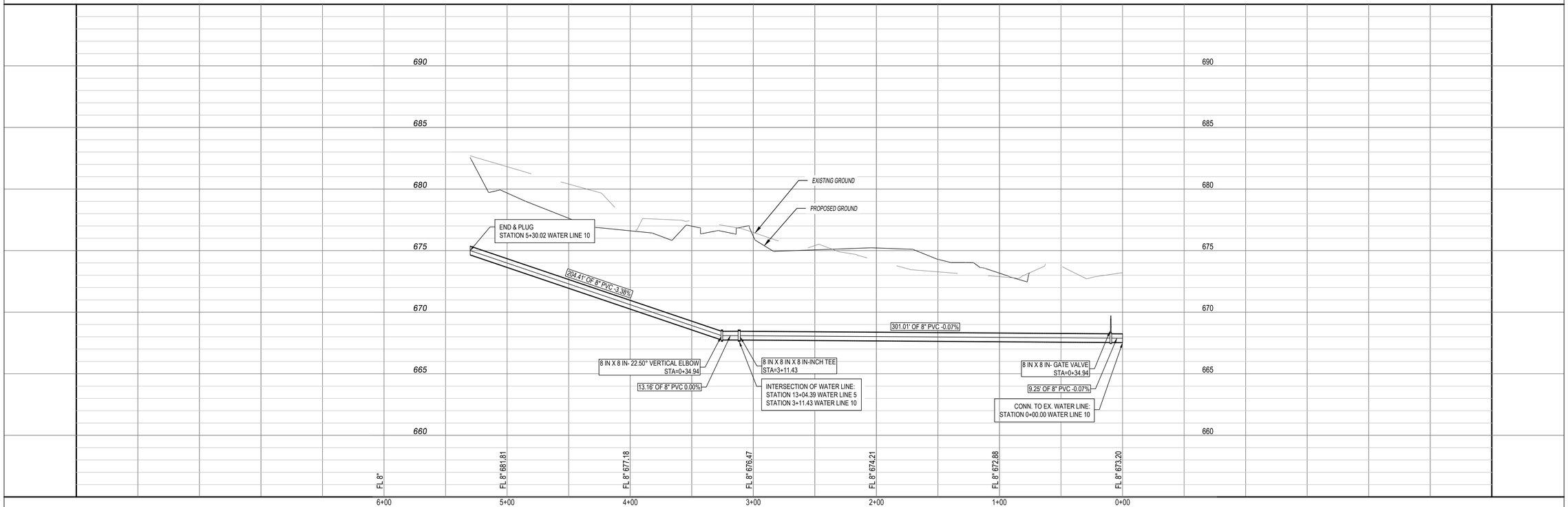
WATER LINE 10 PROFILE



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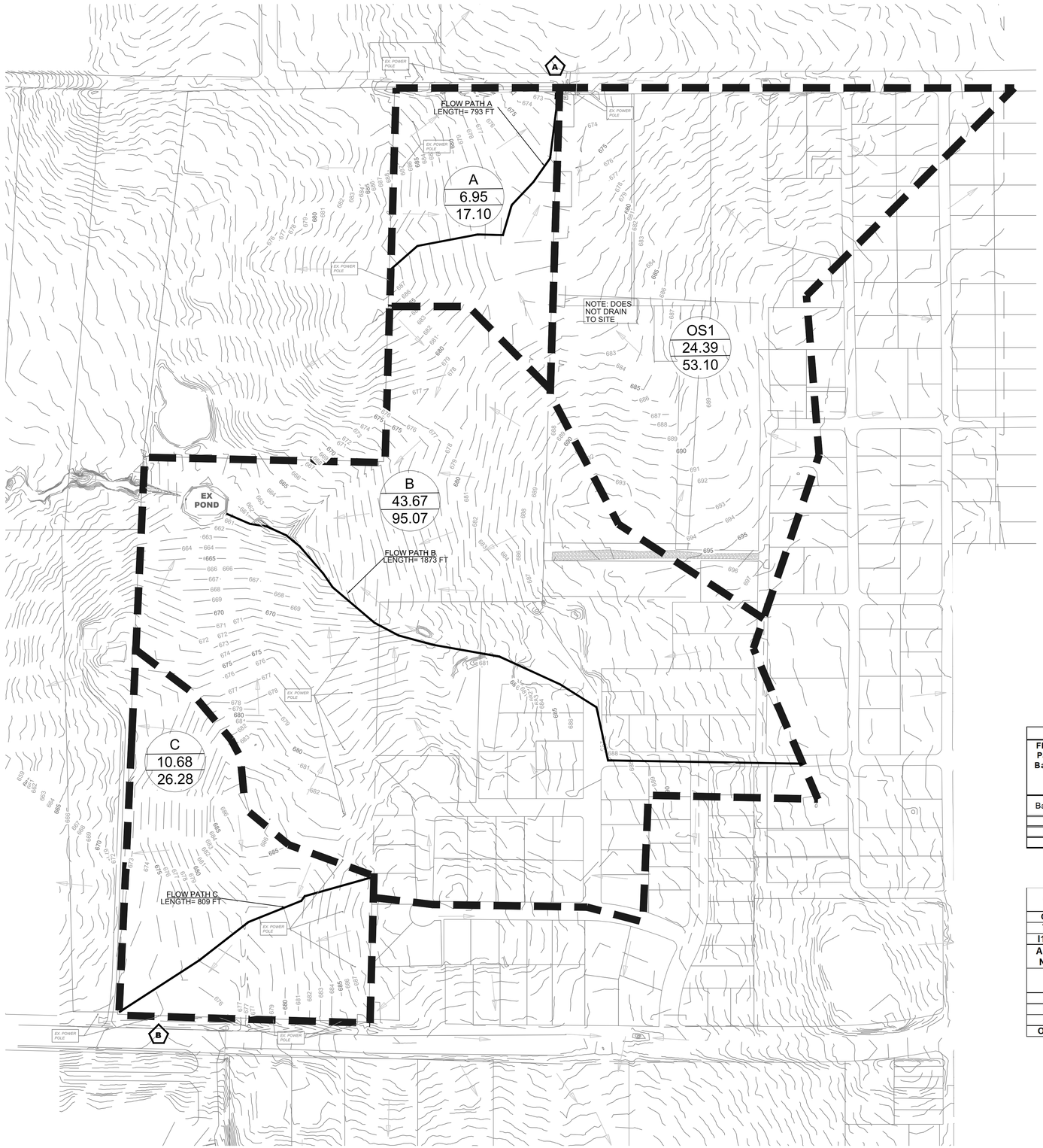

NOAA Atlas 14, Volume 11, Version 2
Location name: Aubrey, Texas, USA*
Latitude: 33.3008°, Longitude: -96.9974°
Elevation: 644 ft**
* source: ESRI Maps
** source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sandra Pavlovic, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Orlan Wilhite

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)[1]

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	5.06 (4.63-5.65)	5.86 (4.84-7.75)	7.19 (5.41-9.48)	8.26 (6.20-11.0)	9.71 (7.06-13.2)	10.8 (7.64-15.1)	11.9 (8.19-17.0)	12.9 (8.75-18.9)	14.4 (9.34-21.8)	15.4 (9.76-23.7)
10-min	4.05 (3.67-5.35)	4.69 (3.84-6.16)	5.75 (4.39-7.57)	6.62 (4.97-8.91)	7.79 (5.67-10.6)	8.66 (6.13-12.1)	9.53 (6.58-13.6)	10.4 (6.97-15.1)	11.4 (7.42-17.2)	12.2 (7.75-18.7)
15-min	3.37 (3.04-4.45)	3.89 (3.18-5.12)	4.76 (3.63-6.27)	5.47 (4.11-7.39)	6.43 (4.67-8.77)	7.14 (5.06-9.98)	7.85 (5.41-11.2)	8.55 (5.75-12.5)	9.47 (6.16-14.3)	10.2 (6.43-15.6)
30-min	2.35 (1.79-3.10)	2.71 (2.08-3.56)	3.31 (2.52-4.35)	3.79 (2.84-5.05)	4.45 (3.23-6.06)	4.93 (3.49-6.88)	5.41 (3.73-7.73)	5.90 (3.97-8.63)	6.55 (4.26-9.87)	7.05 (4.46-10.8)
60-min	1.52 (1.16-2.01)	1.76 (1.35-2.32)	2.16 (1.65-2.85)	2.49 (1.87-3.31)	2.93 (2.12-3.98)	3.25 (2.30-4.53)	3.56 (2.47-5.11)	3.92 (2.64-5.73)	4.38 (2.84-6.60)	4.74 (3.00-7.29)
2-hr	0.929 (0.710-1.21)	1.09 (0.840-1.41)	1.35 (1.04-1.75)	1.57 (1.19-2.06)	1.87 (1.37-2.51)	2.10 (1.50-2.89)	2.33 (1.62-3.29)	2.58 (1.73-3.73)	2.93 (1.92-4.36)	3.21 (2.00-4.97)
3-hr	0.684 (0.524-0.887)	0.808 (0.625-1.04)	1.01 (0.779-1.30)	1.18 (0.897-1.54)	1.41 (1.04-1.89)	1.60 (1.15-2.19)	1.79 (1.25-2.51)	2.00 (1.34-2.87)	2.29 (1.51-3.38)	2.52 (1.62-3.90)
6-hr	0.404 (0.314-0.518)	0.482 (0.376-0.609)	0.606 (0.473-0.772)	0.713 (0.549-0.923)	0.864 (0.644-1.14)	0.984 (0.713-1.33)	1.11 (0.784-1.54)	1.25 (0.858-1.76)	1.44 (0.957-2.10)	1.60 (1.03-2.37)
12-hr	0.236 (0.186-0.300)	0.283 (0.223-0.353)	0.357 (0.282-0.450)	0.421 (0.327-0.537)	0.511 (0.384-0.667)	0.582 (0.425-0.777)	0.657 (0.467-0.897)	0.740 (0.512-1.03)	0.856 (0.572-1.23)	0.950 (0.617-1.39)
24-hr	0.139 (0.110-0.174)	0.166 (0.133-0.205)	0.210 (0.167-0.261)	0.247 (0.194-0.312)	0.300 (0.228-0.387)	0.342 (0.253-0.450)	0.386 (0.277-0.519)	0.434 (0.303-0.596)	0.502 (0.338-0.713)	0.558 (0.365-0.804)
2-day	0.081 (0.065-0.102)	0.096 (0.078-0.119)	0.122 (0.098-0.149)	0.143 (0.113-0.179)	0.173 (0.133-0.223)	0.197 (0.147-0.258)	0.222 (0.161-0.295)	0.250 (0.176-0.339)	0.289 (0.196-0.403)	0.322 (0.212-0.457)
3-day	0.059 (0.047-0.072)	0.070 (0.057-0.085)	0.088 (0.071-0.106)	0.104 (0.083-0.126)	0.126 (0.097-0.157)	0.143 (0.107-0.180)	0.161 (0.117-0.213)	0.182 (0.128-0.244)	0.210 (0.143-0.291)	0.234 (0.155-0.329)
4-day	0.046 (0.037-0.057)	0.056 (0.045-0.067)	0.070 (0.057-0.085)	0.082 (0.066-0.101)	0.100 (0.077-0.126)	0.114 (0.085-0.145)	0.129 (0.094-0.169)	0.145 (0.103-0.194)	0.169 (0.115-0.232)	0.188 (0.125-0.263)
7-day	0.030 (0.024-0.036)	0.035 (0.029-0.042)	0.044 (0.036-0.053)	0.052 (0.042-0.063)	0.064 (0.050-0.080)	0.073 (0.055-0.093)	0.084 (0.061-0.108)	0.095 (0.067-0.126)	0.111 (0.076-0.151)	0.124 (0.083-0.172)
10-day	0.022 (0.018-0.027)	0.027 (0.022-0.032)	0.034 (0.028-0.040)	0.040 (0.032-0.049)	0.049 (0.038-0.061)	0.056 (0.042-0.071)	0.064 (0.047-0.082)	0.073 (0.052-0.096)	0.085 (0.058-0.116)	0.095 (0.064-0.132)
20-day	0.014 (0.012-0.017)	0.017 (0.014-0.020)	0.021 (0.018-0.025)	0.025 (0.020-0.030)	0.030 (0.024-0.037)	0.034 (0.026-0.043)	0.039 (0.029-0.049)	0.043 (0.031-0.056)	0.050 (0.035-0.067)	0.056 (0.038-0.078)
30-day	0.011 (0.009-0.013)	0.013 (0.011-0.016)	0.017 (0.014-0.019)	0.019 (0.015-0.023)	0.023 (0.018-0.028)	0.026 (0.020-0.033)	0.029 (0.022-0.037)	0.033 (0.024-0.043)	0.038 (0.026-0.049)	0.041 (0.028-0.056)
45-day	0.009 (0.008-0.011)	0.011 (0.009-0.013)	0.013 (0.011-0.016)	0.015 (0.013-0.018)	0.018 (0.015-0.022)	0.021 (0.016-0.025)	0.023 (0.017-0.029)	0.026 (0.019-0.033)	0.029 (0.020-0.038)	0.032 (0.022-0.043)
60-day	0.008 (0.007-0.009)	0.009 (0.008-0.011)	0.011 (0.010-0.013)	0.013 (0.011-0.016)	0.016 (0.013-0.019)	0.018 (0.014-0.022)	0.020 (0.015-0.025)	0.022 (0.016-0.028)	0.025 (0.017-0.033)	0.027 (0.019-0.036)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.
Please refer to NOAA Atlas 14 document for more information.

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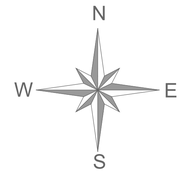
PF graphical



GRAPHIC SCALE

0 150' 300'

SCALE: 1" = 150'

LEGEND

- 600 EXIST MAJOR CONTOUR
- 601 EXIST MINOR CONTOUR
- DRAINAGE DIVIDE
- FLOW ARROWS
- CATCHMENT
- AREA (ac.)
- Q (c.f.s)

CAUTION
UNDERGROUND UTILITIES

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Time of Concentrat on Calculat ons

Flow Path Basin	Sheet Flow Tc = [0.007(nL)^0.8]/(P2^0.5)(s^0.4) P2 = 2-year, 24-hour rainfall (in) P2 = 3.36 in. (From Denton Storm Water Design Manual)						Shallow Concentrated Flow Tc = L / 60*V Paved Condition: V = 20.33(S)^0.5 Unpaved Condition: V = 16.13(S)^0.5							Total Time
Basin	Length (ft)	Elev1	Elev2	Slope (ft/ft)	Mannings "n"	Tc1 (min)	Length (ft)	Elev2	Elev3	Slope (ft/ft)	Condition	Vavg (ft/s)	Tc2 (min)	Tc-Total (min)
A	100	688	685	0.03	0.4	17.82	683	685	671	0.0205	Unpaved	2.31	4.93	**22.7**
B	100	700	698	0.02	0.24	13.93	1773	698	660	0.0214	Unpaved	2.36	12.51	**26.4**
C	100	688	686	0.02	0.15	9.56	709	686	675	0.0155	Unpaved	2.01	5.88	**15.4**

C	0.35	AUBREY HEIGHTS DRAINAGE CALCULATIONS 100 YEAR				
CA	1.00					
Tc	VAR					
I100	VAR					
Area No.	AREA (AC)	Tc	C	I100	Q100	COMMENTS
	(ac)	(min)		(in/hr)	(cfs)	
A	6.95	20.00	0.35	7.03	17.10	TO DESIGN POINT A
B	43.67	25.00	0.35	6.22	95.07	TO EXISTING POND
C	10.68	20.00	0.35	7.03	26.28	TO DESIGN POINT B
OS1	24.39	25.00	0.35	6.22	53.10	TO EXISTING

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
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AUBREY HEIGHTS
City of AUBREY, Denton County, Texas

Existing Drainage Area Map

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE: 1" = 150'
NOTES:
FILE:

Sheet 40 of 58

NOAA Atlas 14, Volume 11, Version 2
Location name: Aubrey, Texas, USA*
Latitude: 33.3008°, Longitude: -96.9974°
Elevation: 644 ft**
*source: ESRI Maps
**source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sarga Perica, Sandra Pavlovic, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Orlan Wilhite

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)[1]

Duration	Average recurrence interval (years)										
	1	2	5	10	25	50	100	200	500	1000
5-min	5.06 (3.83-6.68)	5.86 (4.49-7.70)	7.19 (5.47-9.46)	8.26 (6.20-11.0)	9.71 (7.06-13.2)	10.8 (7.64-15.1)	11.9 (8.16-17.0)	12.9 (8.70-18.9)	14.4 (9.34-21.6)	15.4 (9.76-23.7)
10-min	4.02 (3.07-5.30)	4.69 (3.59-6.16)	5.75 (4.39-7.57)	6.62 (4.97-8.81)	7.79 (5.67-10.6)	8.68 (6.15-12.1)	9.53 (6.58-13.6)	10.4 (6.97-15.1)	11.6 (7.42-17.2)	12.2 (7.70-18.7)
15-min	3.37 (2.55-4.45)	3.89 (2.98-5.12)	4.76 (3.63-6.27)	5.47 (4.11-7.28)	6.43 (4.67-8.77)	7.14 (5.06-9.96)	7.85 (5.41-11.2)	8.55 (5.75-12.5)	9.47 (6.16-14.3)	10.2 (6.43-15.6)
30-min	2.35 (1.78-3.10)	2.71 (2.08-3.56)	3.31 (2.52-4.35)	3.79 (2.85-5.05)	4.45 (3.23-6.06)	4.93 (3.49-6.86)	5.41 (3.73-7.75)	5.90 (3.97-8.63)	6.55 (4.26-9.87)	7.05 (4.46-10.8)
60-min	1.52 (1.15-2.01)	1.76 (1.35-2.32)	2.16 (1.65-2.85)	2.49 (1.87-3.31)	2.93 (2.12-3.98)	3.25 (2.30-4.53)	3.58 (2.47-5.15)	3.92 (2.64-5.75)	4.38 (2.85-6.60)	4.74 (3.00-7.29)
2-hr	0.929 (0.710-1.21)	1.09 (0.840-1.41)	1.35 (1.04-1.75)	1.57 (1.19-2.06)	1.87 (1.37-2.51)	2.10 (1.50-2.89)	2.33 (1.62-3.29)	2.58 (1.75-3.73)	2.93 (1.92-4.36)	3.21 (2.05-4.87)
3-hr	0.684 (0.526-0.887)	0.808 (0.625-1.04)	1.01 (0.779-1.30)	1.18 (0.897-1.54)	1.41 (1.04-1.89)	1.60 (1.15-2.19)	1.79 (1.20-2.51)	2.00 (1.30-2.87)	2.29 (1.51-3.38)	2.52 (1.62-3.80)
6-hr	0.404 (0.314-0.518)	0.482 (0.376-0.609)	0.606 (0.473-0.772)	0.713 (0.549-0.920)	0.864 (0.644-1.14)	0.984 (0.713-1.33)	1.11 (0.784-1.54)	1.25 (0.858-1.76)	1.44 (0.957-2.10)	1.60 (1.03-2.37)
12-hr	0.236 (0.186-0.300)	0.283 (0.223-0.353)	0.357 (0.282-0.450)	0.421 (0.327-0.537)	0.511 (0.384-0.667)	0.582 (0.425-0.777)	0.657 (0.467-0.897)	0.740 (0.512-1.03)	0.856 (0.572-1.23)	0.950 (0.617-1.39)
24-hr	0.139 (0.110-0.174)	0.166 (0.133-0.205)	0.210 (0.167-0.261)	0.247 (0.194-0.312)	0.300 (0.228-0.387)	0.342 (0.252-0.450)	0.386 (0.277-0.516)	0.434 (0.303-0.596)	0.502 (0.336-0.710)	0.558 (0.363-0.804)
2-day	0.081 (0.065-0.100)	0.096 (0.079-0.118)	0.122 (0.098-0.149)	0.143 (0.113-0.178)	0.173 (0.133-0.220)	0.197 (0.147-0.256)	0.222 (0.161-0.295)	0.250 (0.176-0.339)	0.289 (0.196-0.403)	0.322 (0.212-0.457)
3-day	0.059 (0.047-0.072)	0.070 (0.057-0.085)	0.088 (0.071-0.108)	0.104 (0.083-0.128)	0.126 (0.097-0.159)	0.143 (0.107-0.184)	0.161 (0.117-0.213)	0.182 (0.128-0.246)	0.210 (0.143-0.291)	0.234 (0.155-0.329)
4-day	0.046 (0.036-0.057)	0.056 (0.043-0.067)	0.070 (0.057-0.085)	0.082 (0.066-0.101)	0.100 (0.077-0.126)	0.114 (0.085-0.146)	0.129 (0.094-0.169)	0.145 (0.102-0.194)	0.169 (0.115-0.232)	0.188 (0.125-0.263)
7-day	0.030 (0.024-0.036)	0.035 (0.029-0.042)	0.044 (0.036-0.053)	0.052 (0.042-0.064)	0.064 (0.050-0.080)	0.073 (0.056-0.093)	0.084 (0.061-0.109)	0.095 (0.068-0.125)	0.111 (0.076-0.151)	0.124 (0.083-0.172)
10-day	0.022 (0.018-0.027)	0.027 (0.022-0.032)	0.034 (0.028-0.040)	0.040 (0.032-0.048)	0.049 (0.038-0.060)	0.056 (0.043-0.071)	0.064 (0.047-0.082)	0.073 (0.052-0.095)	0.085 (0.059-0.114)	0.095 (0.064-0.130)
20-day	0.014 (0.012-0.017)	0.017 (0.014-0.020)	0.021 (0.018-0.025)	0.025 (0.020-0.030)	0.030 (0.024-0.037)	0.034 (0.026-0.043)	0.039 (0.029-0.049)	0.043 (0.031-0.056)	0.050 (0.035-0.067)	0.056 (0.038-0.075)
30-day	0.011 (0.009-0.013)	0.013 (0.011-0.016)	0.017 (0.014-0.019)	0.019 (0.016-0.023)	0.023 (0.018-0.028)	0.026 (0.020-0.032)	0.029 (0.022-0.037)	0.033 (0.024-0.042)	0.038 (0.026-0.049)	0.041 (0.029-0.054)
45-day	0.009 (0.008-0.011)	0.011 (0.009-0.012)	0.013 (0.011-0.016)	0.015 (0.013-0.018)	0.018 (0.015-0.022)	0.021 (0.016-0.025)	0.023 (0.017-0.029)	0.026 (0.019-0.033)	0.029 (0.020-0.038)	0.032 (0.022-0.042)
60-day	0.008 (0.007-0.009)	0.009 (0.008-0.011)	0.011 (0.010-0.013)	0.013 (0.011-0.016)	0.016 (0.013-0.019)	0.018 (0.014-0.022)	0.020 (0.015-0.025)	0.022 (0.016-0.028)	0.025 (0.017-0.032)	0.027 (0.018-0.036)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.
Please refer to NOAA Atlas 14 document for more information.

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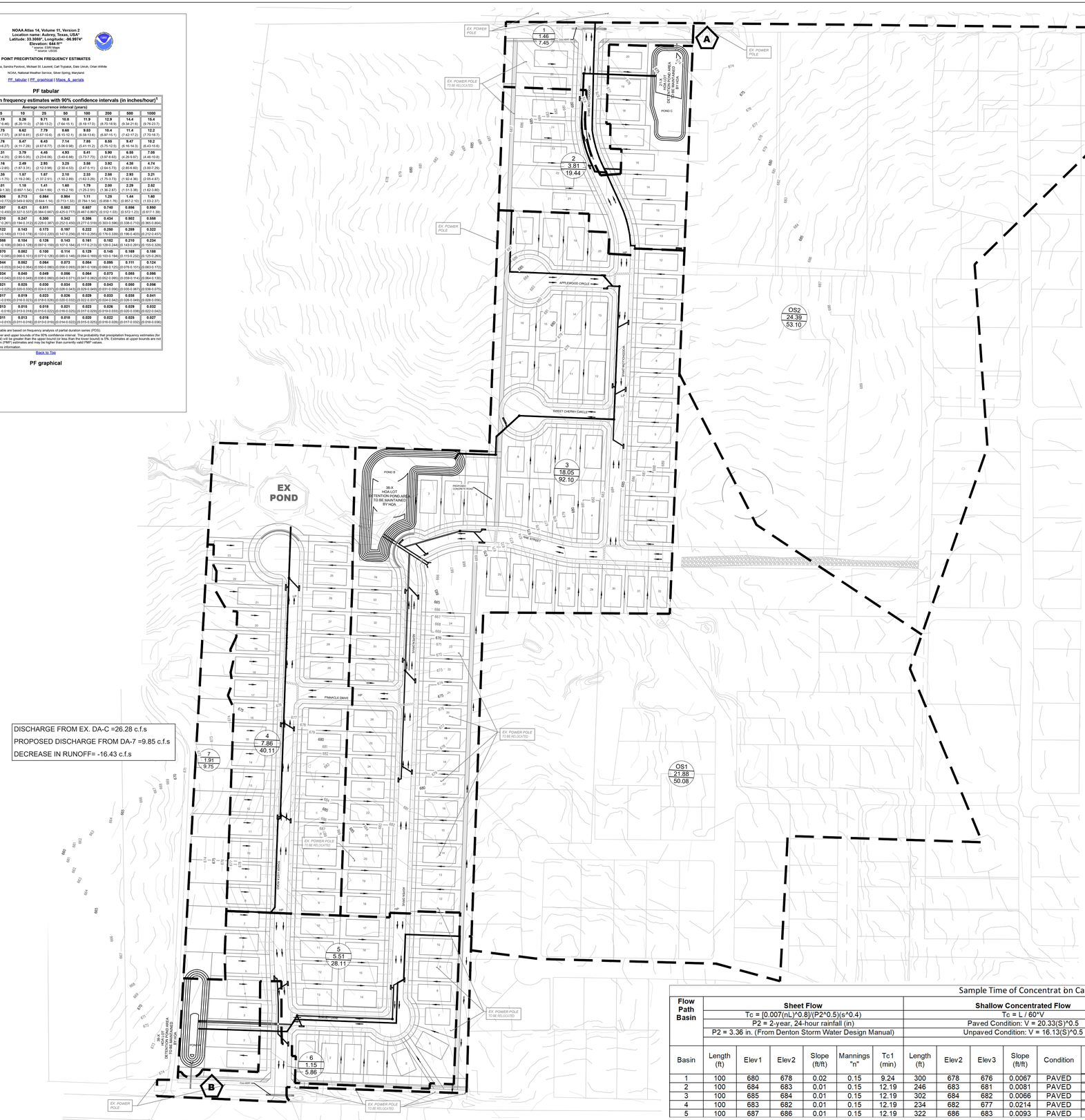
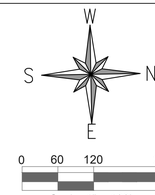
PF graphical





LEGEND

- 600 — EXIST MAJOR CONTOUR
- 601 — EXIST MINOR CONTOUR
- DRAINAGE DIVIDE
- FLOW ARROWS
- X / X / X — CATCHMENT AREA (ac.) / Q (c.f.s)

C	VAR		AUBREY HEIGHTS DRAINAGE CALCULATIONS 100 YEAR			
CA	1.00					
Tc	15, 30					
I100	7.85,5.41					
Area No.	AREA (AC)	Tc	C	I100	Q100	COMMENTS
1	1.46	15.00	0.65	7.85	7.45	TO EXISTING
2	3.81	15.00	0.65	7.85	19.44	TO POND C
3	18.05	15.00	0.65	7.85	92.10	TO POND B
4	7.86	15.00	0.65	7.85	40.11	TO EXISTING POND
5	5.51	15.00	0.65	7.85	28.11	TO POND A
6	1.15	15.00	0.65	7.85	5.86	TO EXISTING
7	1.91	15.00	0.65	7.85	9.75	TO EXISTING
OS1	21.88	25.00	0.35	6.54	50.08	TO POND C
OS2	24.39	25.00	0.35	6.22	53.10	TO EXISTING

AUBREY HEIGHTS PRE & POST DRAINAGE COMPARISON TABLE 100 YEAR

	PRE FLOW	POST FLOW
POINT A	17.10	17.64
POINT B	26.28	25.06
EXISTING POND	95.07	68.07

C A U T I O N
UNDERGROUND UTILITIES

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Sample Time of Concentrat on Calculat ons

Flow Path Basin	Sheet Flow: Tc = [0.007(nL)^0.8]/(P2^0.5)(s^0.4); P2 = 2-year, 24-hour rainfall (in); P2 = 3.36 in. (From Denton Storm Water Design Manual)						Shallow Concentrated Flow: Tc = L / 60*V; Paved Condition: V = 20.33(S)^0.5; Unpaved Condition: V = 16.13(S)^0.5							Open Channel flow: Tt=Ln/60(1.49(r^0.666)(s^0.5); r= Hydraulic Radius =a/Pw							Total Time
Basin	Length (ft)	Elev1	Elev2	Slope (ft/ft)	Mannings "n"	Tc1 (min)	Length (ft)	Elev2	Elev3	Slope (ft/ft)	Condition	Vavg (ft/s)	Tc2 (min)	Length (ft)	Elev3	Elev4	Slope (ft/ft)	r Hydraulic Radius	Mannings "n"	Tc3 (min)	Tc-Total (min)
1	100	680	678	0.02	0.15	9.24	300	678	676	0.0067	PAVED	1.66	3.01								12.25
2	100	684	683	0.01	0.15	12.19	246	683	681	0.0081	PAVED	1.83	2.24	394	681	674	0.0178	0.7500	0.013	0.52	14.95
3	100	685	684	0.01	0.15	12.19	302	684	682	0.0066	PAVED	1.65	3.04	803	682	661	0.0262	0.7500	0.013	0.87	16.11
4	100	683	682	0.01	0.15	12.19	234	682	677	0.0214	PAVED	2.97	1.31	640	677	666	0.0172	0.7500	0.013	0.86	14.36
5	100	687	686	0.01	0.15	12.19	322	686	683	0.0093	PAVED	1.96	2.73	679	683	674	0.0133	0.7500	0.013	1.04	15.96

CCM Engineering

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Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

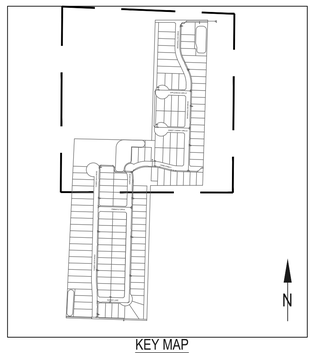
Proposed Regional Drainage Area Map

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

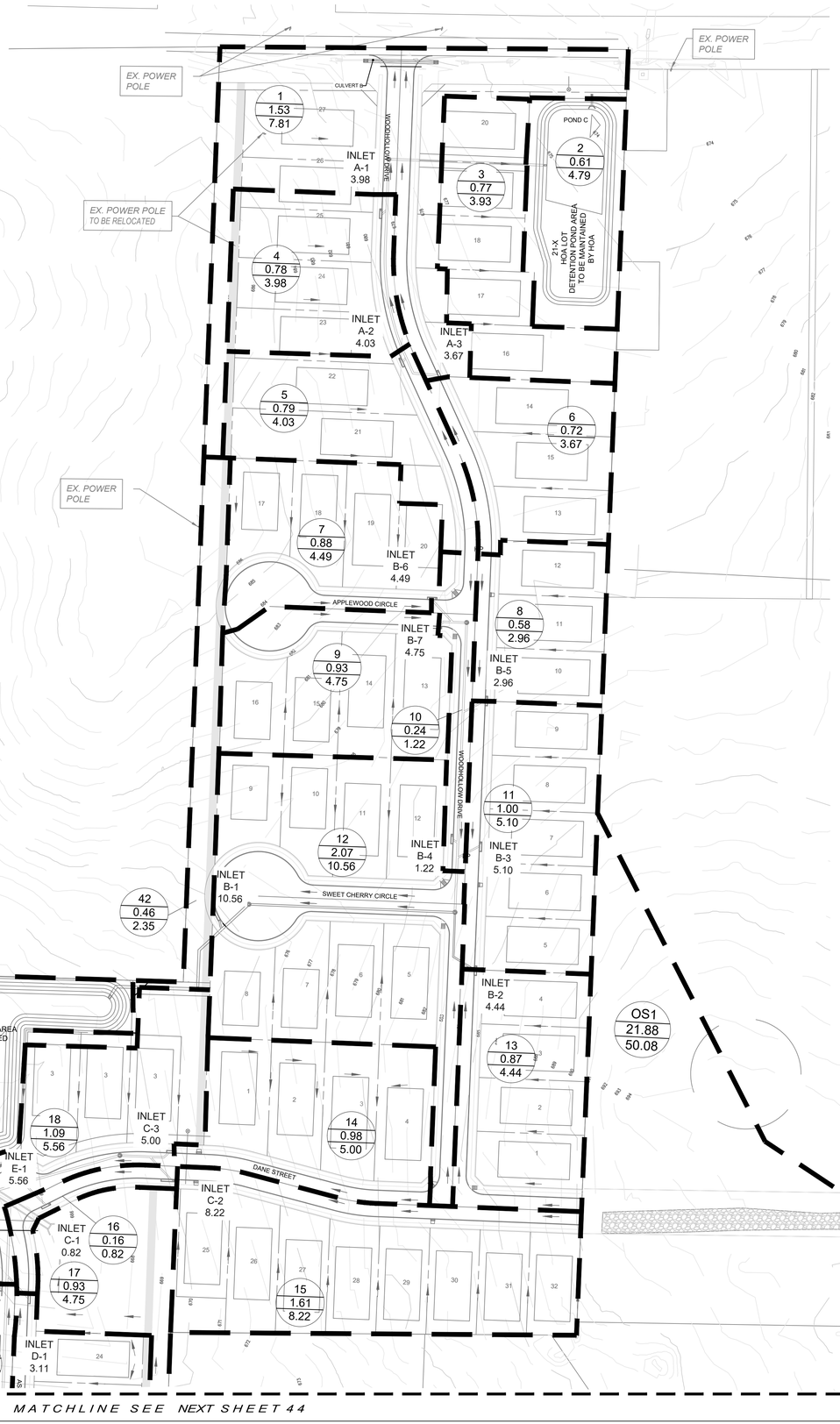
REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE: 1" = 150'
NOTES:
FILE:

Sheet 41 of 58



KEY MAP
N. T. S.



LEGEND

- 600 EXIST MAJOR CONTOUR
- 601 EXIST MINOR CONTOUR
- DRAINAGE DIVIDE
- FLOW ARROWS
- X / X / X — CATCHMENT / AREA (ac.) / Q (c.f.s)

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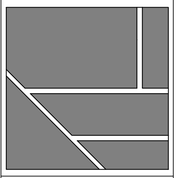

AUBREY HEIGHTS
City of AUBREY,Denton County, Texas

Proposed Drainage Area Map

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	1" = 70'
NOTES:	
FILE:	

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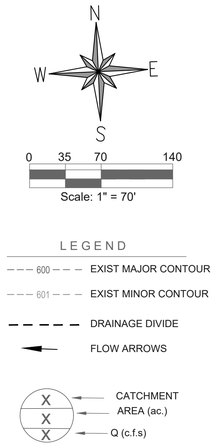

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UNDERGROUND UTILITIES

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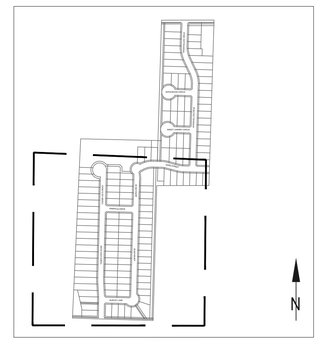

KEY MAP
N. T. S.

CCM Engineering
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TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Proposed Drainage Area Map

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE: 1" = 70'
NOTES:
FILE:

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C	0.65, 1, 0.46	AUBREY HEIGHTS DRAINAGE CALCULATIONS 100 YEAR			
CA	1.00				
Tc	15, 20				
I100	7.85				
Area No.	AREA (AC)	C	I100	Q100	INLET NAMES
1	1.53	0.65	7.85	7.81	To Existing
2	0.61	1.00	7.85	4.79	To detention pond C
3	0.77	0.65	7.85	3.93	To detention pond C
4	0.78	0.65	7.85	3.98	Curb Inlet A1
5	0.79	0.65	7.85	4.03	Curb Inlet A2
6	0.72	0.65	7.85	3.67	Curb Inlet A3
7	1.00	0.65	7.85	5.10	Curb Inlet B6
8	0.58	0.65	7.85	2.96	Curb Inlet B5
9	1.02	0.65	7.85	5.20	Curb Inlet B7
10	0.24	0.65	7.85	1.22	Curb Inlet B4
11	1.00	0.65	7.85	5.10	Curb Inlet B3
12	2.07	0.65	7.85	10.56	Curb Inlet B1
13	0.87	0.65	7.85	4.44	Curb Inlet B2
14	0.98	0.65	7.85	5.00	Curb Inlet C3
15	1.61	0.65	7.85	8.22	Curb Inlet C2
16	0.16	0.65	7.85	0.82	Curb Inlet C1
17	0.93	0.65	7.85	4.75	To Storm Line E
18	1.09	0.65	7.85	5.56	Curb Inlet E1
19	0.98	1.00	7.85	7.69	To detention pond B
20	0.56	0.65	7.85	2.86	Curb Inlet D2
21	0.61	0.65	7.85	3.11	Curb Inlet D1
22	0.79	0.65	7.85	4.03	Curb Inlet D4
23	0.96	0.65	7.85	4.90	Curb Inlet D3
24	1.12	0.65	7.85	5.71	Curb Inlet D6
25	1.19	0.65	7.85	6.07	Curb Inlet D5
26	0.56	0.65	7.85	2.86	Curb Inlet F6
27	0.59	0.65	7.85	3.01	Curb Inlet F7
28	1.71	0.65	7.85	8.73	Curb Inlet F4
29	0.61	0.65	7.85	3.11	Curb Inlet F1
30	0.55	0.65	7.85	2.81	Curb Inlet F3
31	0.37	0.65	7.85	1.89	Curb Inlet F2
32	0.89	0.65	7.85	4.54	To detention pond A
33	0.74	0.65	7.85	3.78	To Existing
34	0.32	1.00	7.85	2.51	To detention pond A
35	0.68	0.65	7.85	3.47	Curb Inlet G6
36	0.68	0.65	7.85	3.47	Curb Inlet G4
37	1.63	0.65	7.85	8.32	Curb Inlet G2
38	0.75	0.65	7.85	3.80	Curb Inlet G5
39	0.74	0.65	7.85	3.78	Curb Inlet G3
40	1.57	0.65	7.85	8.01	Curb Inlet G1
41	1.76	0.65	7.85	8.98	To Existing
42	0.46	0.65	7.85	2.35	To detention pond B
43	0.42	0.65	7.85	2.14	To Culvert A
44	1.77	0.65	7.85	9.03	To Existing
OS1	21.88	0.35	6.54	50.08	To detention pond C

COMPUTATION SHEET FOR DETERMINING CAPACITY OF CURB OPENING INLETS

INLET NO	GUTTER SLOPE	CROWN SLOPE OF PVMT	DRAINAGE AREA	GUTTER FLOW	DEPTH OF GUTTER FLOW	DEPTH OF DEPRESSION	DEPTH OF FLOW AT OPENING	REQUIRED INLET LENGTH	INLET CAPACITY	PROPOSED INLET LENGTH	CARRYOVER INTO OVER FLOW	PERCENT Q100 CAPTURED	NOTES
	FT/FT	FT/FT		CFS	FT	FT	FT	FG	CFS	FT	CFS		
1	2	3	4	5	6	7	8	9	10	11	12	13	14
A-1	0.0076	0.020	4	4.39	0.37	0.33	0.70	6.71	6.55	10	0.00	100	Grade
A-2	0.0050	0.020	5	4.34	0.40	0.33	0.73	6.35	6.83	10	0.00	100	Grade
A-3	0.0050	0.020	6	3.67	0.37	0.33	0.70	5.57	6.59	10	0.00	100	Grade
B-1	0.0100	0.020	12	10.72	0.49	0.33	0.82	13.78	12.45	16	0.00	100	SAG
B-2	0.0302	0.020	13	4.44	0.28	0.33	0.61	7.72	5.75	10	0.00	100	Grade
B-3	0.0165	0.020	11	5.10	0.34	0.33	0.67	8.17	6.24	10	0.00	100	SAG
B-4	0.0165	0.020	10	1.22	0.20	0.33	0.53	2.47	4.94	10	0.00	100	SAG
B-5	0.0075	0.020	8	2.96	0.32	0.33	0.65	4.88	6.06	10	0.00	100	Grade
B-6	0.0100	0.020	9	4.49	0.35	0.33	0.68	7.02	6.39	10	0.00	100	Grade
B-7	0.0100	0.020	7	4.75	0.36	0.33	0.69	7.34	6.47	10	0.00	100	Grade
C-1	0.0050	0.020	16	0.82	0.21	0.33	0.54	1.62	5.07	10	0.00	100	SAG
C-2	0.0595	0.020	14	8.22	0.32	0.33	0.65	13.60	8.46	14	0.00	100	Grade
C-3	0.0595	0.020	15	5.00	0.26	0.33	0.59	9.03	5.54	10	0.00	100	Grade
D-1	0.0056	0.020	20	2.91	0.33	0.33	0.66	4.68	6.21	10	0.00	100	Grade
D-2	0.0056	0.020	21	2.86	0.33	0.33	0.66	4.62	6.19	10	0.00	100	Grade
D-3	0.0237	0.020	23	4.90	0.31	0.33	0.64	8.19	5.98	10	0.00	100	Grade
D-4	0.0237	0.020	22	3.78	0.28	0.33	0.61	6.62	5.71	10	0.00	100	Grade
D-5	0.0237	0.020	24	5.71	0.33	0.33	0.66	9.27	6.16	10	0.00	100	Grade
D-6	0.0237	0.020	25	5.71	0.33	0.33	0.66	9.27	6.16	10	0.00	100	Grade
E-1	0.0050	0.020	18	5.56	0.43	0.33	0.76	7.70	7.22	10	0.00	100	SAG
F-1	0.0130	0.020	29	3.11	0.29	0.33	0.62	5.35	5.81	10	0.00	100	Grade
F-2	0.0177	0.020	31	2.65	0.26	0.33	0.59	4.81	5.51	10	0.00	100	Grade
F-3	0.0177	0.020	30	2.81	0.27	0.33	0.60	5.05	5.56	10	0.00	100	Grade
F-4	0.0150	0.020	28	8.78	0.42	0.33	0.75	12.42	9.90	14	0.00	100	Grade
F-5	0.0050	0.020	26	2.86	0.34	0.33	0.67	4.57	6.26	10	0.00	100	Grade
F-6	0.0050	0.020	27	2.86	0.34	0.33	0.67	4.57	6.26	10	0.00	100	Grade
G-1	0.0103	0.020	37	7.86	0.43	0.33	0.76	10.92	8.64	12	0.00	100	SAG
G-2	0.0103	0.020	40	8.37	0.44	0.33	0.77	11.46	8.76	12	0.00	100	SAG
G-3	0.0192	0.020	39	3.78	0.29	0.33	0.62	6.50	5.81	10	0.00	100	Grade
G-4	0.0192	0.020	36	3.47	0.28	0.33	0.61	6.06	5.73	10	0.00	100	Grade
G-5	0.0192	0.020	38	3.80	0.29	0.33	0.62	6.53	5.82	10	0.00	100	Grade
G-6	0.0192	0.020	35	3.47	0.28	0.33	0.61	6.06	5.73	10	0.00	100	Grade

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS
City of AUBREY,Denton County, Texas

Proposed Drainage Area Map Calculations

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 44 **of** 58

FORM "C"

STORM SEWER CALCULATIONS

RUNOFF COLLECTION POINT (INLET OR MANHOLE)		DISTANCE BETWEEN COLLECTION POINTS	INCREMENTAL DRAINAGE AREA				ACCUMULATED "CA"	TIME AT UPSTREAM STATION	DESIGN STORM FREQUENTY	INTENSITY "I"	STORM WATER RUNOFF "Q"	SLOPE OF HYDRAULIC GRADE LINE "S"	SELECTED STORM SEWER SIZE	VELOCITY IN SEWER BETWEEN COLLECTION POINTS "V"	HEAD LOSS COEFF. "K"	VELOCITY HEAD LOSS BETWEEN UPSTREAM STATION	FLOW TIME IN SEWER DUE TO "V"	TIME OF CONCENTRA TION STATION
UPSTREAM STATION	DOWNSTREAM STATION		INLET NO	DRAINAGE AREA "A"	RUNOFF COEFF. "C"	INCREMENTAL "CA"												
		FT		ACRES				MIN	YRS	INCHES/HR	CFS	FT/FT	IN	FPS		FT	MIN	MIN
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
LINE A																		
4+88.64	4+88.64	0.00	A-3	0.72	0.65	0.47	0.47	15.00	100	7.85	3.67	0.0003	24	1.17	1.25	-0.01	0.00	15.00
4+88.64	4+59.15	29.49			0.65	0.00	0.47	15.00	100	7.85	3.67	0.0003	24	1.17	0.43	0.01	0.42	15.42
4+59.15	4+29.11	30.04			0.65	0.00	0.47	15.42	100	7.85	3.67	0.0003	24	1.17	0.60	0.09	0.43	15.85
4+29.11	2+49.82	179.29	A-2	0.85	0.65	0.55	1.02	15.85	100	7.85	8.01	0.0012	24	2.55	0.75	0.17	1.17	17.02
2+49.82	2+15.17	34.65	A-1	0.86	0.65	0.56	1.58	17.02	100	7.85	12.40	0.0030	24	3.95	0.25	0.18	0.15	17.16
2+15.17	+38.58	176.59			0.65	0.00	1.58	17.16	100	7.85	12.40	0.0030	24	3.95	0.00	0.00	0.75	17.91
LAT A-1																		
+9.36	+9.36	0.00	A-1	0.86	0.65	0.56	0.56	15.00	100	7.85	4.39	0.0017	18	2.49	1.25	-0.02	0.00	15.00
+9.36	+0.00	9.36			0.65	0.00	0.56	15.00	100	7.85	4.39	0.0017	18	2.49	0.00	0.00	0.06	15.06
LAT A-2																		
+7.49	+7.49	0.00	A-2	0.85	0.65	0.55	0.55	15.00	100	7.85	4.34	0.0017	18	2.46	1.25	-0.02	0.00	15.00
+7.49	+0.00	7.49			0.65	0.00	0.55	15.00	100	7.85	4.34	0.0017	18	2.46	0.00	0.00	0.05	15.05
LINE B																		
8+57.22	8+57.22	0.00	B-7	0.93	0.65	0.60	0.60	15.00	100	7.85	4.75	0.0009	21	1.97	1.25	-0.02	0.00	15.00
8+57.22	8+47.94	9.28			0.65	0.00	0.60	15.00	100	7.85	4.75	0.0009	21	1.97	0.43	0.20	0.08	15.08
8+47.94	8+37.74	10.20	B-6	0.88	0.65	0.57	1.18	15.08	100	7.85	9.24	0.0034	21	3.84	0.75	0.06	0.04	15.12
8+37.74	8+22.03	15.71			0.65	0.00	1.18	15.12	100	7.85	9.24	0.0034	21	3.84	0.25	0.08	0.07	15.19
8+22.03	7+22.05	99.98			0.65	0.00	1.18	15.19	100	7.85	9.24	0.0017	24	2.94	0.60	0.15	0.57	15.76
7+22.05	5+76.36	145.69	B-5	0.58	0.65	0.38	1.55	15.76	100	7.85	12.19	0.0029	24	3.88	0.60	0.14	0.63	16.38
5+76.36	5+59.42	16.94	B-4	0.24	0.65	0.16	1.71	16.38	100	7.85	13.42	0.0035	24	4.27	0.60	0.37	0.07	16.45
5+59.42	4+98.55	60.87	B-3	1.00	0.65	0.65	2.36	16.45	100	7.85	18.52	0.0066	24	5.90	0.25	0.69	0.17	16.62
4+98.55	2+68.39	230.16	B-2	0.87	0.65	0.57	2.93	16.62	100	7.85	22.96	0.0102	24	7.31	0.35	0.05	0.52	17.14
2+68.39	2+26.85	41.54			0.65	0.00	2.93	17.14	100	7.85	22.96	0.0031	30	4.68	0.60	0.53	0.15	17.29
2+26.85	1+92.91	33.94	B-1	2.10	0.65	1.37	4.29	17.29	100	7.85	33.68	0.0067	30	6.87	0.43	0.42	0.08	17.37
1+92.91	1+49.40	43.51			0.65	0.00	4.29	17.37	100	7.85	33.68	0.0067	30	6.87	0.25	0.17	0.11	17.48
1+49.40	+58.62	90.78			0.65	0.00	4.29	17.48	100	7.85	33.68	0.0025	36	4.77	0.43	0.20	0.32	17.80
+58.62	+43.13	15.49			0.65	0.00	4.29	17.80	100	7.85	33.68	0.0025	36	4.77	0.00	0.00	0.05	17.85
LAT B-1																		
+12.16	+12.16	0.00	B-1	2.10	0.65	1.37	1.37	15.00	100	7.85	10.72	0.0103	18	6.07	1.25	-0.14	0.00	15.00
+12.16	+0.00	12.16			0.65	0.00	1.37	15.00	100	7.85	10.72	0.0103	18	6.07	0.00	0.00	0.03	15.03
LAT B-2																		
+78.88	+78.88	0.00	B-2	0.87	0.65	0.57	0.57	15.00	100	7.85	4.44	0.0018	18	2.51	1.25	-0.02	0.00	15.00
+78.88	+49.66	29.22			0.65	0.00	0.57	15.00	100	7.85	4.44	0.0018	18	2.51	0.43	0.06	0.19	15.19
+49.66	+0.00	49.66			0.65	0.00	0.57	15.19	100	7.85	4.44	0.0018	18	2.51	0.00	0.00	0.33	15.52
LAT B-3																		
+30.19	+30.19	0.00	B-3	1.00	0.65	0.65	0.65	15.00	100	7.85	5.10	0.0023	18	2.89	1.25	-0.03	0.00	15.00
+30.19	+0.00	30.19			0.65	0.00	0.65	15.00	100	7.85	5.10	0.0023	18	2.89	0.00	0.00	0.17	15.17
LAT B-4																		
+7.87	+7.87	0.00	B-4	0.24	0.65	0.16	0.16	15.00	100	7.85	1.22	0.0001	18	0.69	1.25	0.00	0.00	15.00
+7.87	+0.00	7.87			0.65	0.00	0.16	15.00	100	7.85	1.22	0.0001	18	0.69	0.00	0.00	0.19	15.19
LAT B-5																		
+29.70	+29.70	0.00	B-5	0.58	0.65	0.38	0.38	15.00	100	7.85	2.96	0.0008	18	1.68	1.25	-0.01	0.00	15.00
+29.70	+0.00	29.70			0.65	0.00	0.38	15.00	100	7.85	2.96	0.0008	18	1.68	0.00	0.00	0.30	15.30
LAT B-6																		
+35.70	+35.70	0.00	B-6	0.88	0.65	0.57	0.57	15.00	100	7.85	4.49	0.0018	18	2.54	1.25	-0.03	0.00	15.00
+35.70	+0.00	35.70			0.65	0.00	0.57	15.00	100	7.85	4.49	0.0018	18	2.54	0.00	0.00	0.23	15.23
LINE C																		
2+03.91	2+03.91	0.00	C-3	1.61	0.65	1.05	1.05	15.00	100	7.85	8.22	0.0027	21	3.42	1.25	-0.05	0.00	15.00
2+03.91	1+94.82	9.09			0.65	0.00	1.05	15.00	100	7.85	8.22	0.0027	21	3.42	0.43	0.10	0.04	15.04
1+94.82	1+79.32	15.50			0.65	0.00	1.05	15.04	100	7.85	8.22	0.0027	21	3.42	0.75	0.33	0.08	15.12
1+79.32	1+45.49	33.83	C-2	0.98	0.65	0.64	1.68	15.12	100	7.85	13.22	0.0069	21	5.50	1.00	-0.19	0.10	15.22
1+45.49	+33.57	111.92			0.65	0.00	1.68	15.22	100	7.85	13.22	0.0034	24	4.21	0.60	0.14	0.44	15.67
+33.57	+0.00	33.57	C-1	0.16	0.65	0.10	1.79	15.67	100	7.85	14.03	0.0038	24	4.47	0.00	0.00	0.13	15.79
LAT C-1																		
+36.48	+36.48	0.00	C-1	0.16	0.65	0.10	0.10	15.00	100	7.85	0.82	0.0001	18	0.46	1.25	0.00	0.00	15.00
+36.48	+0.00	36.48			0.65	0.00	0.10	15.00	100	7.85	0.82	0.0001	18	0.46	0.00	0.00	1.32	16.32
LAT C-2																		
+35.65	+35.65	0.00	C-2	0.98	0.65	0.64	0.64	15.00	100	7.85	5.00	0.0022	18	2.83	1.25	-0.03	0.00	15.00
+35.65	+0.00	35.65			0.65	0.00	0.64	15.00	100	7.85	5.00	0.0022	18	2.83	0.00	0.00	0.21	15.21
LINE D																		
5+58.11	5+58.11	0.00	D-6	1.12	0.65	0.73	0.73	15.00	100	7.85	5.71	0.0029	18	3.24	1.25	-0.04	0.00	15.00
5+58.11	5+50.45	7.66			0.65	0.00	0.73	15.00	100	7.85	5.71	0.0029	18	3.24	0.43	0.09	0.04	15.04
5+50.45	5+19.70	30.75			0.65	0.00	0.73	15.04	100	7.85	5.71	0.0029	18	3.24	0.60	0.55	0.16	15.20
5+19.70	2+87.77	231.93	D-5	1.12	0.65	0.73	1.46	15.20	100	7.85	11.43	0.0117	18	6.47	1.00	-0.42	0.60	15.79
2+87.77	2+58.92	28.85	D-4	0.74	0.65	0.48	1.94	15.79	100	7.85	15.21	0.0024	27	3.83	0.75	0.23	0.13	15.92
2+58.92	+90.05	168.87	D-3	0.96	0.65	0.62	2.56	15.92	100	7.85	20.10	0.0042	27	5.06	0.75	0.22	0.56	16.48
+90.05	+83.09	6.96	D-2	0.56	0.65	0.36	2.93	16.48	100	7.85	22.96	0.0054	27	5.78	0.75	0.27	0.02	16.50
+83.09	+0.00	83.09	D-1	0.57	0.65	0.37	3.30	16.50	100	7.85	25.87	0.0069	27	6.51	0.00	0.00	0.21	16.71
LAT D-1																		
+35.72	+35.72	0.00	D-1	0.57	0.65	0.37	0.37	15.00	100	7.85	2.91	0.0008	18	1.65	1.25	-0.01	0.00	15.00
+35.72	+0.00	35.72			0.65	0.00	0.37	15.00	100	7.85	2.91	0.0008	18	1.65	0.00	0.00	0.36	15.36
LAT D-2																		
+9.87	+9.87	0.00	D-2	0.56	0.65	0.36	0.36	15.00	100	7.85	2.86	0.0007	18	1.62	1.25	-0.01	0.00	15.00
+9.87	+0.00	9.87			0.65	0.00	0.36	15.00	100	7.85	2.86	0.0007	18	1.62	0.00	0.00	0.10	15.10
LAT D-3																		
+9.10	+9.10	0.00	D-3	0.96	0.65	0.62	0.62	15.00	100	7.85	4.90	0.0022	18	2.77	1.25	-0.03	0.00	15.00
+9.10	+0.00	9.10			0.65	0.00	0.62	15.00	100	7.85	4.90	0.0022	18	2.77	0.00	0.00	0.05	15.05
LAT D-4																		
+35.87	+35.87	0.00	D-4	0.74	0.65	0.48	0.48	15.00	100	7.85	3.78	0.0013	18	2.14	1.25	-0.02	0.00	15.00
+35.87	+0.00	35.87			0.65	0.00	0.48	15.00	100	7.85	3.78	0.0013	18	2.14	0.00	0.00	0.28	15.28
LAT D-5																		
+29.41	+29.41	0.00	D-5	1.12	0.65	0.73	0.73	15.00	100	7.85	5.71	0.0029	18	3.24	1.25	-0.04	0.00	15.00
+29.41	+0.00	29.41			0.65	0.00	0.73	15.00	100	7.85	5.71	0.0029	18	3.24	0.00	0.00	0.15	15.15

LINE E																		
1+56.94	1+56.94	0.00	DRA. 17,OS1	3.11	0.65	2.02	2.02	15.00	100	7.85	55.54	0.0005	60	2.83	1.00	0.00	0.00	15.00
1+56.94	1+03.07	53.87			0.65	0.00	2.02	15.00	100	7.85	55.54	0.0005	60	2.83	0.60	0.19	0.32	15.32
1+03.07	+82.29	20.78	STM LINE D	5.07	0.65	3.30	5.32	15.32	100	7.85	81.41	0.0010	60	4.15	0.60	0.21	0.08	15.40
+82.29	+67.51	14.78	STM LINE C	2.84	0.65	1.85	7.16	15.40	100	7.85	95.44	0.0013	60	4.86	0.60	0.19	0.05	15.45
+67.51	+26.56	40.95	E-1	1.09	0.65	0.71	7.87	15.45	100	7.85	101.00	0.0015	60	5.15	0.00	0.00	0.13	15.58
LAT E-1																		
+10.13	+10.13	0.00	E-1	1.09	0.65	0.71	0.71	15.00	100	7.85	5.56	0.0006	18	3.15	1.25	-0.04	0.00	15.00
+10.13	+0.00	10.13			0.65	0.00	0.71	15.00	100	7.85	5.56	0.0006	18	3.15	0.00	0.00	0.05	15.05
LINE F																		
6+25.84	6+25.84	0.00	F-6	0.56	0.65	0.36	0.36	15.00	100	7.85	2.86	0.0007	18	1.62	1.25	-0.01	0.00	15.00
6+25.84	5+96.45	29.39			0.65	0.00	0.36	15.00	100	7.85	2.86	0.0007	18	1.62	0.43	0.02	0.30	15.30
5+96.45	5+88.42	8.03			0.65	0.00	0.36	15.30	100	7.85	2.86	0.0007	18	1.62	0.60	0.14	0.08	15.39
5+88.42	5+13.95	74.47	F-5	0.56	0.65	0.36	0.73	15.39	100	7.85	5.71	0.0029	18	3.24	0.25	0.01	0.38	15.77
5+13.95	2+82.31	231.64			0.65	0.00	0.73	15.77	100	7.85	5.71	0.0006	24	1.82	0.25	0.32	2.12	17.89
2+82.31	2+46.08	36.23	F-4	1.72	0.65	1.12	1.85	17.89	100	7.85	14.49	0.0041	24	4.62	0.43	0.19	0.13	18.02
2+46.08	2+19.06	27.02			0.65	0.00	1.85	18.02	100	7.85	14.49	0.0041	24	4.62	1.00	-0.12	0.10	18.12
2+19.06	+23.51	195.55	F-1,F-2,F-3	1.68	0.65	1.09	2.94	18.12	100	7.85	23.06	0.0026	24	3.67	0.00	0.00	0.89	19.01
LAT F-1																		
+51.27	+51.27	0.00	F-1	0.61	0.65	0.40	0.40	15.00	100	7.85	3.11	0.0009	18	1.76	1.25	-0.01	0.00	15.00
+40.52	+14.52	26.00			0.65	0.00	0.40	15.00	100	7.85	3.11	0.0009	18	1.76	0.43	0.03	0.25	15.25
+14.52	+0.00	14.52			0.65	0.00	0.40	15.25	100	7.85	3.11	0.0009	18	1.76	0.00	0.00	0.14	15.38
LAT F-2																		
1+14.09	1+14.09	0.00	F-2	0.52	0.65	0.34	0.34	15.00	100	7.85	2.65	0.0006	18	1.50	1.25	-0.01	0.00	15.00
1+14.09	1+06.49	7.60			0.65	0.00	0.34	15.00	100	7.85	2.65	0.0006	18	1.50	0.43	0.02	0.08	15.08
1+06.49	+92.76	13.73			0.65	0.00	0.34	15.08	100	7.85	2.65	0.0006	18	1.50	0.60	0.13	0.15	15.24
+92.76	+0.00	92.76	F-3	0.55	0.65	0.36	0.70	15.24	100	7.85	5.46	0.0027	18	3.09	0.00	0.00	0.50	15.74
LAT F-3																		
1+31.29	1+31.29	0.00	F-3	0.55	0.65	0.36	0.36	15.00	100	7.85	2.81	0.0007	18	1.59	1.25	-0.01	0.00	15.00
1+31.29	+0.00	131.29			0.65	0.00	0.36	15.00	100	7.85	2.81	0.0007	18	1.59	0.00	0.00	1.38	16.38
LAT F-4																		
+28.60	+28.60	0.00	F-4	1.72	0.65	1.12	1.12	15.00	100	7.85	8.78	0.0069	18	4.97	1.25	-0.10	0.00	15.00
+28.60	+0.00	28.60			0.65	0.00	1.12	15.00	100	7.85	8.78	0.0069	18	4.97	0.00	0.00	0.10	15.10
LAT F-5																		
+7.81	+7.81	0.00	F-5	0.56	0.65	0.36	0.36	15.00	100	7.85	2.86	0.0007	18	1.62	1.25	-0.01	0.00	15.00
+7.81	+0.00	7.81			0.65	0.00	0.36	15.00	100	7.85	2.86	0.0007	18	1.62	0.00	0.00	0.08	15.08
LINE G																		
7+75.48	7+75.48	0.00	G-6	0.68	0.65	0.44	0.44	15.00	100	7.85	3.47	0.0011	18	1.96	1.25	-0.01	0.00	15.00
7+75.48	7+67.72	7.76			0.65	0.00	0.44	15.00	100	7.85	3.47	0.0011	18	1.96	0.43	0.03	0.07	15.07
7+67.72	7+59.04	8.68			0.65	0.00	0.44	15.07	100	7.85	3.47	0.0011	18	1.96	0.60	0.23	0.07	15.14
7+59.04	5+47.05	211.99	G-5	0.75	0.65	0.49	0.93	15.14	100	7.85	7.30	0.0048	18	4.13	1.00	-0.08	0.86	15.99
5+47.05	5+35.39	11.66	G-4	0.68	0.65	0.44	1.37	15.99	100	7.85	10.77	0.0022	24	3.43	0.60	0.22	0.06	16.05
5+35.39	2+06.82	328.57	G-3	0.74	0.65	0.48	1.85	16.05	100	7.85	14.54	0.0041	24	4.63	0.60	0.63	1.18	17.23
2+06.82	1+96.69	10.13	G-2	1.64	0.65	1.07	2.92	17.23	100	7.85	22.91	0.0102	24	7.30	1.00	-0.82	0.02	17.26
1+96.69	+58.91	137.78	G-1	1.54	0.65	1.00	3.92	17.26	100	7.85	30.77	0.0056	30	6.27	0.00	0.00	0.37	17.62
LAT G-1																		
+36.51	+36.51	0.00	G-1	1.54	0.65	1.00	1.00	15.00	100	7.85	7.86	0.0024	21	3.27	1.25	-0.04	0.00	15.00
+36.51	+0.00	36.51			0.65	0.00	1.00	15.00	100	7.85	7.86	0.0024	21	3.27	0.00	0.00	0.19	15.19
LAT G-2																		
+9.22	+9.22	0.00	G-2	1.64	0.65	1.07	1.07	15.00	100	7.85	8.37	0.0063	18	4.74	1.25	-0.09	0.00	15.00
+9.22	+0.00	9.22			0.65	0.00	1.07	15.00	100	7.85	8.37	0.0063	18	4.74	0.00	0.00	0.03	15.03
LAT G-3																		
+29.62	+29.62	0.00	G-3	0.74	0.65	0.48	0.48	15.00	100	7.85	3.78	0.0013	18	2.14	1.25	-0.02	0.00	15.00
+29.62	+0.00	29.62			0.65	0.00	0.48	15.00	100	7.85	3.78	0.0013	18	2.14	0.00	0.00	0.23	15.23
LAT G-4																		
+7.52	+7.52	0.00	G-4	0.68	0.65	0.44	0.44	15.00	100	7.85	3.47	0.0011	18	1.96	1.25	-0.01	0.00	15.00
+7.52	+0.00	7.52			0.65	0.00	0.44	15.00	100	7.85	3.47	0.0011	18	1.96	0.00	0.00	0.06	15.06
LAT G-5																		
+29.46	+29.46	0.00	G-5	0.75	0.65	0.49	0.49	15.00	100	7.85	3.83	0.0013	18	2.17	1.25	-0.02	0.00	15.00
+29.46	+0.00	29.46			0.65	0.00	0.49	15.00	100	7.85	3.83	0.0013	18	2.17	0.00	0.00	0.23	15.23

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY,Denton County, Texas

HGL Calculations

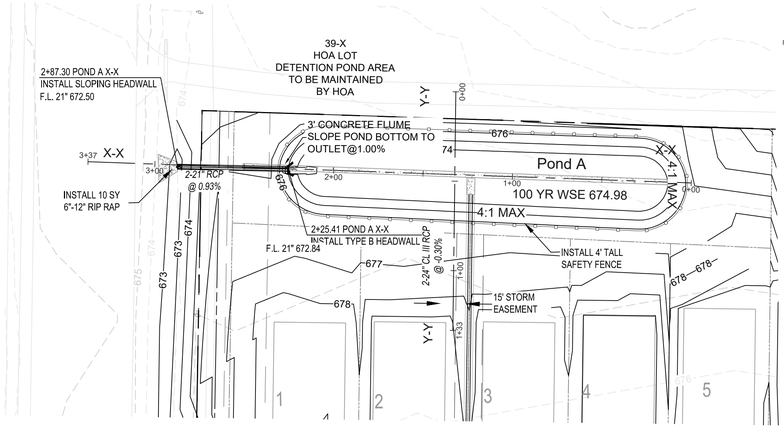
STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 45 **of** 58

STAGE STORAGE TABLE						
ELEV	AREA (sq. ft.)	DEPTH (ft)	AVG END INC. VOL. (cu. ft.)	AVG END TOTAL VOL. (cu. ft.)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)
673.00	673.00	673.00	673.00	673.00	673.00	673.00
673.50	3,604.11	0.50	1414.13	1414.13	1396.05	1396.05
674.00	5,557.34	0.50	2290.36	3704.50	2272.81	3668.86
674.50	7,081.70	0.50	3159.76	6864.26	3152.07	6820.93
675.00	8,258.07	0.50	3834.94	10699.20	3831.18	10652.11
675.50	9,473.40	0.50	4432.87	15132.06	4429.39	15081.50
676.00	10,725.58	0.50	5049.74	20181.81	5046.51	20128.01



CAUTION
UNDERGROUND UTILITIES

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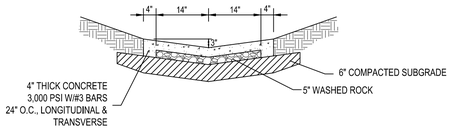


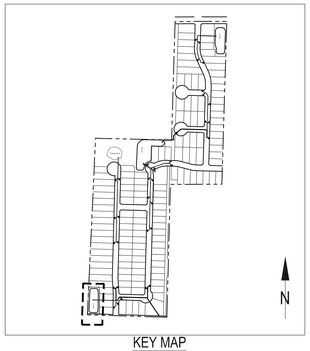
3' CONCRETE PILOT CHANNEL
NTS

AUBREY HEIGHTS
DETENTION POND A - DESIGN (100yr.Storm)

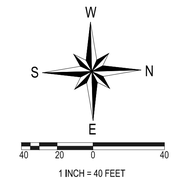
ALLOWABLE DISCHARGE									
C	0.35					95.776			
C1XA	1.00					12			
I 100	6.96					0.7566			
Tc	20.00								
Area (ac)	10.29								
Q100	22.66								
FUTURE CONDITIONS									
C	0.65								
C1XA	1.00								
I 100	7.91								
Tc	15.00								
Area (ac)	6.21								
Q100	31.94								

STORM DURATIONS		
Minutes	I100	Q100(cfs)
20	6.96	28.08
30	5.66	22.86
40	4.82	19.45
50	4.22	17.03
60	3.77	15.21
70	3.41	13.78
80	3.13	12.63
90	2.89	11.68
100	2.70	10.88
120	2.38	9.61

MAXIMUM STORAGE								
	Inflow	10	31.94	60		=	19,162.10	
	Outflow	0.5	25.00	22.66	60	=	16,993.38	
10 min. Storm	**Storage**					=	**2,168.72**	
	Inflow	20	28.08	60		=	33,701.28	
	Outflow	0.5	35.00	22.66	60	=	23,790.73	
20 min. Storm	**Storage**					=	**9,910.55**	
	Inflow	30	22.86	60		=	41,151.32	
	Outflow	0.5	45.00	22.66	60	=	30,588.08	
30 min. Storm	**Storage**					=	**10,563.23**	max pond
	Inflow	40	19.45	60		=	46,681.50	
	Outflow	0.5	55.00	22.66	60	=	37,385.44	
40 min. Storm	**Storage**					=	**9,296.06**	
	Inflow	50	17.03	60		=	51,081.00	
	Outflow	0.5	65.00	22.66	60	=	44,182.79	
50 min. Storm	**Storage**					=	**6,898.21**	
	Inflow	60	15.21	60		=	54,740.20	
	Outflow	0.5	75.00	22.66	60	=	50,980.14	
60 min. Storm	**Storage**					=	**3,760.06**	
	Inflow	70	13.78	60		=	57,878.78	
	Outflow	0.5	85.00	22.66	60	=	57,777.49	
70 min. Storm	**Storage**					=	**101.29**	
	Inflow	80	12.63	60		=	60,631.88	
	Outflow	0.5	95.00	22.66	60	=	64,574.85	
80 min. Storm	**Storage**					=	**-3,942.97**	
	Inflow	90	11.68	60		=	63,088.26	
	Outflow	0.5	105.00	22.66	60	=	71,372.20	
90 min. Storm	**Storage**					=	**-8,283.94**	
	Inflow	120	9.61	60		=	69,209.85	
	Outflow	0.5	135.00	22.66	60	=	91,764.25	
120 min. Storm	**Storage**					=	**-22,554.40**	



KEY MAP
N. T. S.



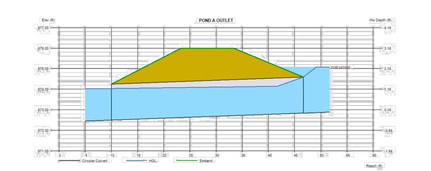
1 INCH = 40 FEET

Culvert Report

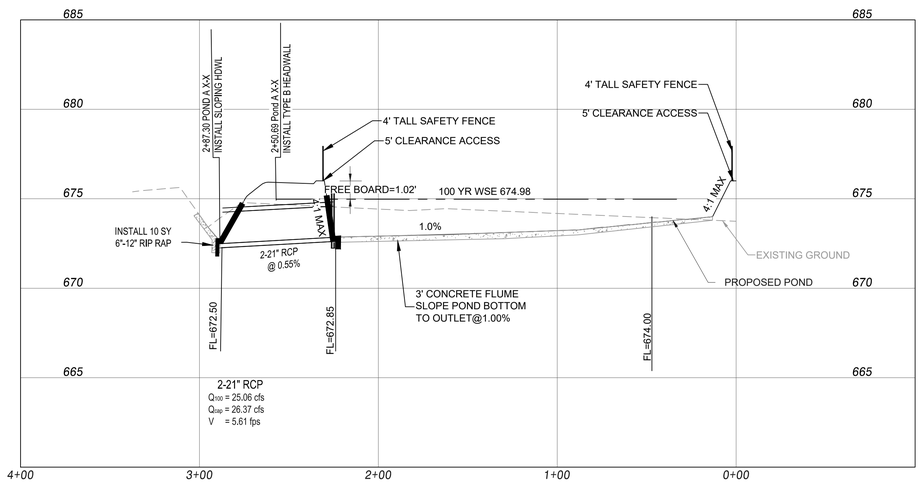
Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Tuesday, Jun 25 2024

POND A OUTLET

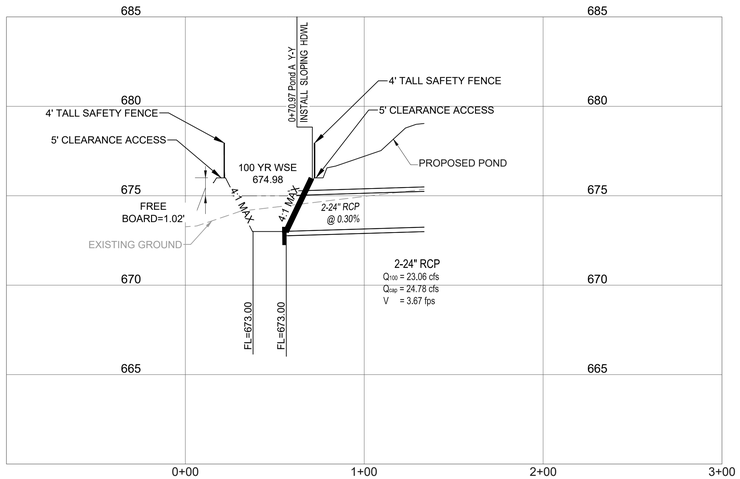
Invert Elev Dn (ft)	= 672.50	**Calculations**	
Pipe Length (ft)	= 36.65	Qmin (cfs)	= 25.06
Slope (%)	= 0.93	Qmax (cfs)	= 25.06
Invert Elev Up (ft)	= 672.84	Tailwater Elev (ft)	= (dc+D)/2
Rise (in)	= 21.0		
Shape	= Circular	**Highlighted**	
Span (in)	= 21.0	Qtotal (cfs)	= 25.06
No. Barrels	= 2	Qpipe (cfs)	= 25.06
n-Value	= 0.013	Qovertop (cfs)	= 0.00
Culvert Type	= Circular Concrete	Veloc Dn (ft/s)	= 5.61
Culvert Entrance	= Square edge w/headwall (C)	Veloc Up (ft/s)	= 6.43
Coeff. K,M,c,Y,k	= 0.0098, 2, 0.0398, 0.67, 0.5	HGL Dn (ft)	= 674.03
		HGL Up (ft)	= 674.16
Embankment		Hw Elev (ft)	= 675.08
Top Elevation (ft)	= 676.00	Hw/D (ft)	= 1.28
Top Width (ft)	= 10.00	Flow Regime	= Inlet Control
Crest Width (ft)	= 10.00		



Pond A Section X-X



Pond A Section Y-Y



CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS
City of AUBREY, Denton County, Texas

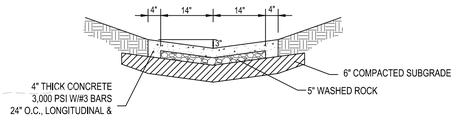
Detention Pond A

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL
ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 46 of 58



3' CONCRETE PILOT CHANNEL

NTS

C A U T I O N

UNDERGROUND UTILITIES

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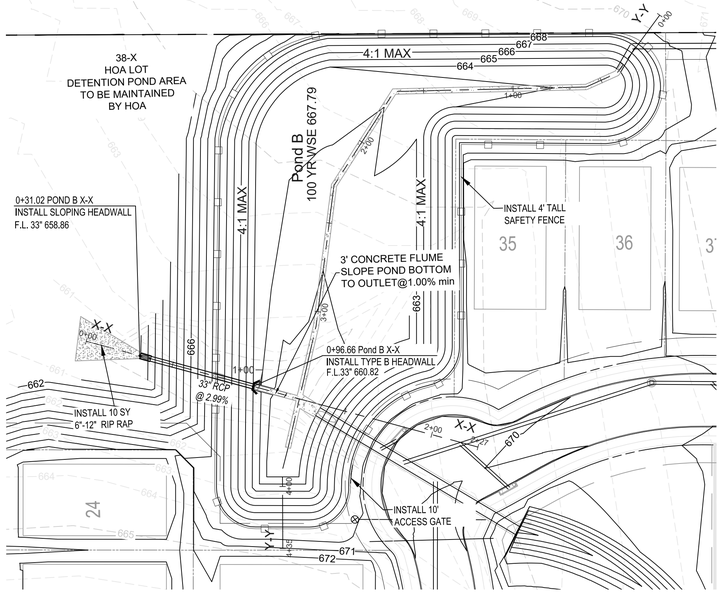
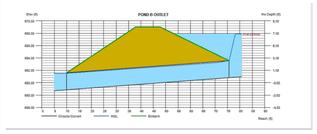


Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Mar 18 2024

POND B OUTLET

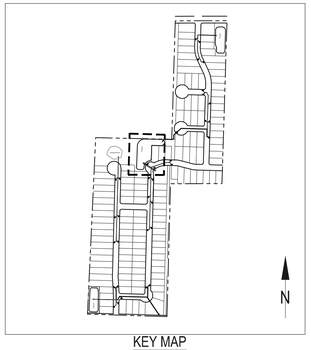
Invert Elev Dn (ft)	= 658.86	**Calculations**	
Pipe Length (ft)	= 65.64	Qmin (cfs)	= 68.07
Slope (%)	= 2.99	Qmax (cfs)	= 68.07
Invert Elev Up (ft)	= 660.82	Tailwater Elev (ft)	= (dc+D)/2
Rise (in)	= 33.0		
Shape	= Circular	**Highlighted**	
Span (in)	= 33.0	Qtotal (cfs)	= 68.07
No. Barrels	= 1	Qpipe (cfs)	= 68.07
n-Value	= 0.013	Qovertop (cfs)	= 0.00
Culvert Type	= Circular Concrete	Veloc Dn (ft/s)	= 11.57
Culvert Entrance	= Square edge w/headwall (C)	Veloc Up (ft/s)	= 11.78
Coeff. K,M,c,Y,k	= 0.0098, 2, 0.0398, 0.67, 0.5	HGL Dn (ft)	= 661.52
		HGL Up (ft)	= 663.39
Embankment		Hw Elev (ft)	= 667.85
Top Elevation (ft)	= 669.00	Hw/D (ft)	= 2.56
Top Width (ft)	= 10.00	Flow Regime	= Inlet Control
Crest Width (ft)	= 10.00		



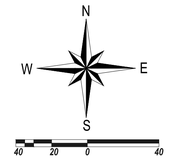
AUBREY HEIGHTS
DETENTION POND B - DESIGN (100yr.Storm)

ALLOWABLE DISCHARGE									
C	0.41					95.776			
C1XA	1.00					12			
I 100	6.50					0.7566			
Tc	23.00								
Area (ac)	43.51								
Q100	68.07								
FUTURE CONDITIONS									
C	0.55								
C1XA	1.00								
I 100	6.50								
Tc	23.00								
Area (ac)	39.92								
Q100	142.75								
STORM DURATIONS									
Minutes	**I100**	**Q100(cfs)**							
20	6.96	152.76							
30	5.66	124.35							
40	4.82	105.80							
50	4.22	92.62							
60	3.77	82.71							
70	3.41	74.96							
80	3.13	68.71							
90	2.89	63.55							
100	2.70	59.21							
120	2.38	52.29							

MAXIMUM STORAGE								
	Inflow	10	142.75	60		=	85,648.41	
	Outflow	0.5	33.00	68.07	60	=	67,390.53	
10 min. Storm	**Storage**					=	**18,257.88**	
	Inflow	20	152.76	60		=	183,313.60	
	Outflow	0.5	43.00	68.07	60	=	87,811.90	
20 min. Storm	**Storage**					=	**95,501.70**	
	Inflow	30	124.35	60		=	223,837.07	
	Outflow	0.5	53.00	68.07	60	=	108,233.27	
30 min. Storm	**Storage**					=	**115,603.79**	
	Inflow	40	105.80	60		=	253,917.73	
	Outflow	0.5	63.00	68.07	60	=	128,654.65	
40 min. Storm	**Storage**					=	**125,263.09**	
	Inflow	50	92.62	60		=	277,848.22	
	Outflow	0.5	73.00	68.07	60	=	149,076.02	
50 min. Storm	**Storage**					=	**128,772.20**	max pond
	Inflow	60	82.71	60		=	297,751.98	
	Outflow	0.5	83.00	68.07	60	=	169,497.39	
60 min. Storm	**Storage**					=	**128,254.58**	
	Inflow	70	74.96	60		=	314,823.87	
	Outflow	0.5	93.00	68.07	60	=	189,918.76	
70 min. Storm	**Storage**					=	**124,905.10**	
	Inflow	80	68.71	60		=	329,798.96	
	Outflow	0.5	103.00	68.07	60	=	210,340.14	
80 min. Storm	**Storage**					=	**119,458.83**	
	Inflow	90	63.55	60		=	343,160.10	
	Outflow	0.5	113.00	68.07	60	=	230,761.51	
90 min. Storm	**Storage**					=	**112,398.59**	
	Inflow	120	52.29	60		=	376,457.69	
	Outflow	0.5	143.00	68.07	60	=	292,025.63	
120 min. Storm	**Storage**					=	**84,432.07**	



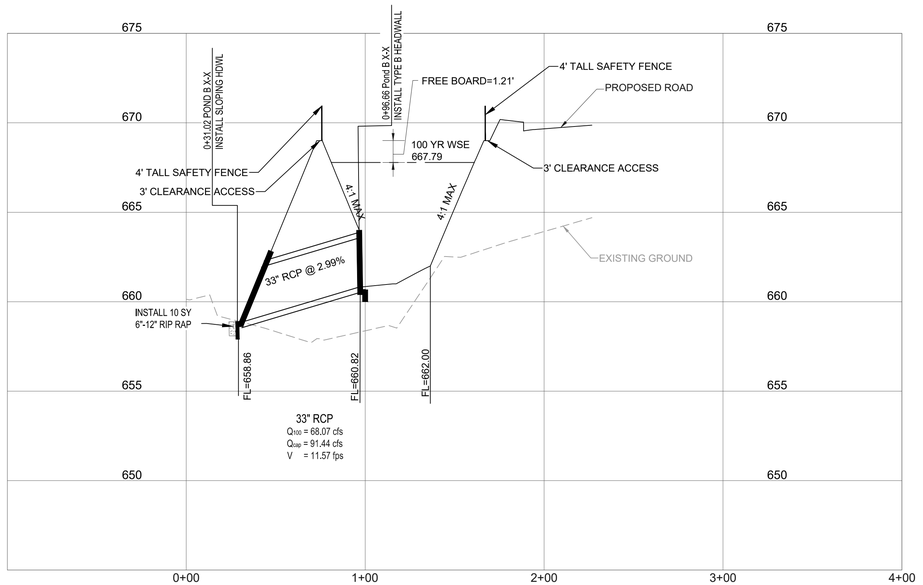
KEY MAP
N. T. S.



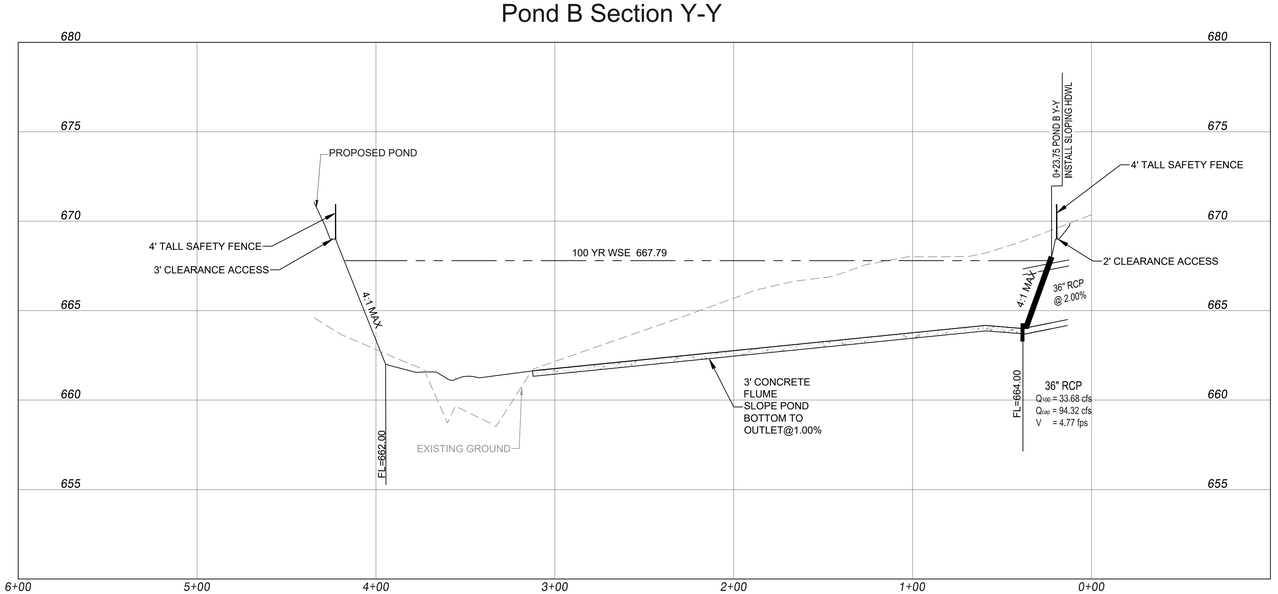
STAGE STORAGE TABLE

ELEV	AREA (sq. ft.)	DEPTH (ft)	AVG END INC. VOL. (cu. ft.)	AVG END TOTAL VOL. (cu. ft.)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)
661.00	51.77	N/A	N/A	0.00	N/A	0.00
661.50	506.25	0.50	139.50	139.50	119.98	119.98
662.00	2,255.98	0.50	690.56	830.06	638.49	758.47
662.00	154.60	0.00	0.00	830.06	0.00	758.47
662.50	6,814.31	0.50	1742.23	2572.29	1332.55	2091.02
663.00	11,595.97	0.50	4602.57	7174.86	4549.92	6640.94
663.50	15,809.87	0.50	6851.46	14026.32	6824.30	13465.24
664.00	20,863.81	0.50	9168.42	23194.74	9139.26	22604.50
664.50	22,515.31	0.50	10844.78	34039.52	10842.16	33446.66
665.00	24,188.95	0.50	11676.07	45715.58	11673.57	45120.23
665.50	25,887.82	0.50	12519.19	58234.78	12516.79	57637.02
666.00	27,611.65	0.50	13374.87	71609.64	13372.55	71009.57
666.50	29,360.86	0.50	14243.13	85852.77	14240.89	85250.46
667.00	31,134.88	0.50	15123.94	100976.71	15121.77	100372.23
667.50	32,934.45	0.50	16017.33	116994.04	16015.23	116387.45
668.00	34,758.66	0.50	16923.28	133917.32	16921.23	133308.68
668.50	36,609.08	0.50	17841.94	151759.26	17839.94	151148.62
669.00	39,106.81	0.00	0.00	160911.55	0.00	157259.51

Pond B Section X-X



Pond B Section Y-Y



CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Detention Pond B

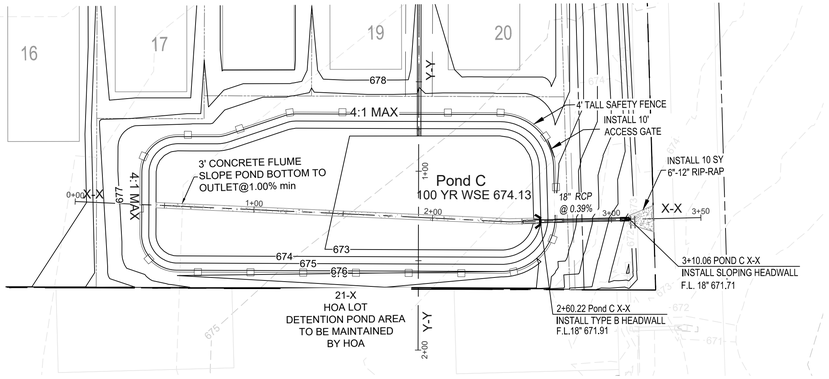
STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL
ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 47 of 58

STAGE STORAGE TABLE						
ELEV	AREA (sq. ft.)	DEPTH (ft)	AVG END INC. VOL. (cu. ft.)	AVG END TOTAL VOL. (cu. ft.)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)
672.00	130.76	N/A	N/A	0.00	N/A	0.00
672.50	2,032.71	0.50	540.87	540.87	446.51	446.51
673.00	6,728.74	0.50	2190.36	2731.23	2076.63	2523.13
673.50	9,099.82	0.50	3957.14	6688.37	3942.26	6465.39
674.00	12,902.66	0.50	5500.62	12188.99	5473.03	11938.42
674.50	15,460.50	0.50	7090.79	19279.78	7081.16	19019.57
675.00	16,563.03	0.50	8005.88	27285.66	8004.30	27023.87
675.50	17,691.06	0.50	8563.52	35849.18	8561.97	35585.85
676.00	18,843.81	0.50	9133.72	44982.90	9132.20	44718.05



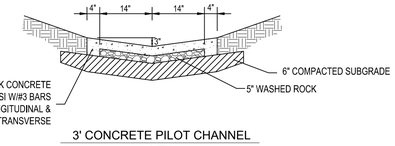
AUBREY HEIGHTS
DETENTION POND C - DESIGN (100yr.Storm)

ALLOWABLE DISCHARGE								
C	0.35				95.776			
C1XA	1.00				12			
I 100	6.96				0.7566			
Tc	20.00							
Area (ac)	6.95							
Q100	10.24							
FUTURE CONDITIONS								
C	0.65							
C1XA	1.00							
I 100	7.91							
Tc	15.00							
Area (ac)	3.96							
Q100	20.37							

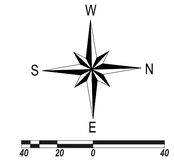
STORM DURATIONS		
Minutes	**I100**	**Q100(cfs)**
20	6.96	17.91
30	5.66	14.58
40	4.82	12.40
50	4.22	10.86
60	3.77	9.70
70	3.41	8.79
80	3.13	8.05
90	2.89	7.45
100	2.70	6.94
120	2.38	6.13

MAXIMUM STORAGE

	Inflow	10	20.37	60		=	12,219.31
	Outflow	0.5	25.00	10.24	60	=	7,683.29
10 min. Storm	**Storage**					=	**4,536.02**
	Inflow	20	17.91	60		=	21,490.67
	Outflow	0.5	35.00	10.24	60	=	10,756.61
20 min. Storm	**Storage**					=	**10,734.06**
	Inflow	30	14.58	60		=	26,241.42
	Outflow	0.5	45.00	10.24	60	=	13,829.93
30 min. Storm	**Storage**					=	**12,411.49**
	Inflow	40	12.40	60		=	29,767.91
	Outflow	0.5	55.00	10.24	60	=	16,903.25
40 min. Storm	**Storage**					=	**12,864.66** max pond
	Inflow	50	10.86	60		=	32,573.39
	Outflow	0.5	65.00	10.24	60	=	19,976.56
50 min. Storm	**Storage**					=	**12,596.82**
	Inflow	60	9.70	60		=	34,906.79
	Outflow	0.5	75.00	10.24	60	=	23,049.88
60 min. Storm	**Storage**					=	**11,856.91**
	Inflow	70	8.79	60		=	36,908.21
	Outflow	0.5	85.00	10.24	60	=	26,123.20
70 min. Storm	**Storage**					=	**10,785.01**
	Inflow	80	8.05	60		=	38,663.81
	Outflow	0.5	95.00	10.24	60	=	29,196.52
80 min. Storm	**Storage**					=	**9,467.29**
	Inflow	90	7.45	60		=	40,230.19
	Outflow	0.5	105.00	10.24	60	=	32,269.83
90 min. Storm	**Storage**					=	**7,960.36**
	Inflow	120	6.13	60		=	44,133.82
	Outflow	0.5	135.00	10.24	60	=	41,489.79
120 min. Storm	**Storage**					=	**2,644.03**



3' CONCRETE PILOT CHANNEL
NTS



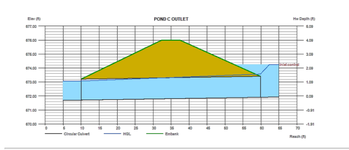
1 INCH = 40 FEET

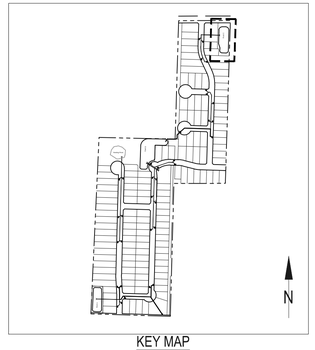
Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Mar 18 2024

POND C OUTLET

Invert Elev Dn (ft)	= 671.71	**Calculations**	
Pipe Length (ft)	= 49.84	Qmin (cfs)	= 10.24
Slope (%)	= 0.40	Qmax (cfs)	= 10.24
Invert Elev Up (ft)	= 671.91	Tailwater Elev (ft)	= (dc+D)/2
Rise (in)	= 18.0		
Shape	= Circular	**Highlighted**	
Span (in)	= 18.0	Qtotal (cfs)	= 10.24
No. Barrels	= 1	Qpipe (cfs)	= 10.24
n-Value	= 0.013	Qovertop (cfs)	= 0.00
Culvert Type	= Circular Concrete	Veloc Dn (ft/s)	= 6.06
Culvert Entrance	= Square edge w/headwall (C)	Veloc Up (ft/s)	= 5.79
Coeff. K,M,c,Y,k	= 0.0098, 2, 0.0398, 0.67, 0.5	HGL Dn (ft)	= 673.08
		HGL Up (ft)	= 673.57
Embankment		Hw Elev (ft)	= 674.25
Top Elevation (ft)	= 676.00	HwD (ft)	= 1.56
Top Width (ft)	= 5.00	Flow Regime	= Inlet Control
Crest Width (ft)	= 10.00		





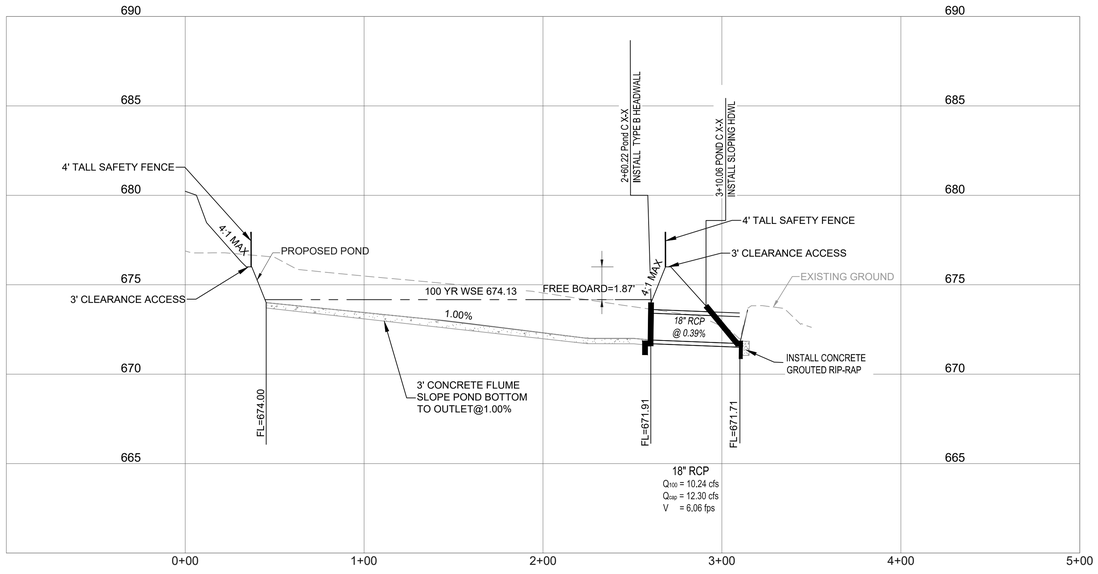
KEY MAP
N. T. S.

C A U T I O N
UNDERGROUND UTILITIES

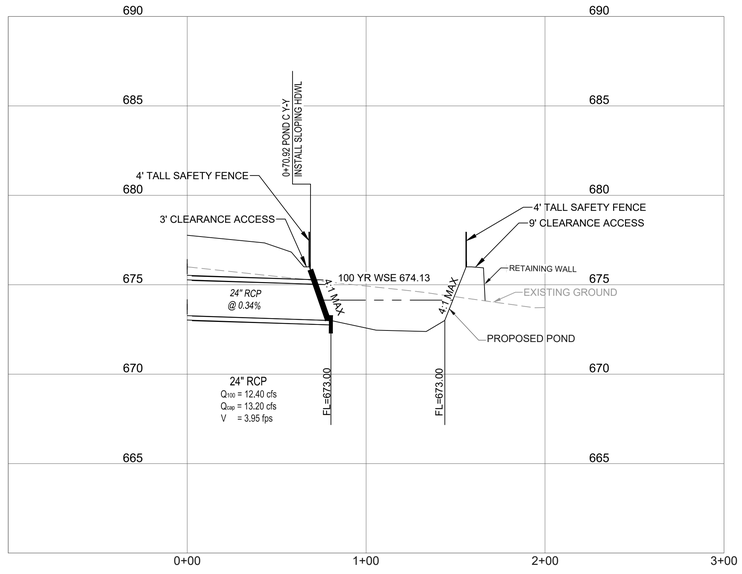
EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER DOES NOT ACCEPT THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION, ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

CAUTION!!!
Existing underground/overhead utilities. Contractor to call for locations and field verify the location, depth and sizes of all existing utilities prior to excavation.

Pond C Section X-X



Pond C Section Y-Y



CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS
City of AUBREY, Denton County, Texas

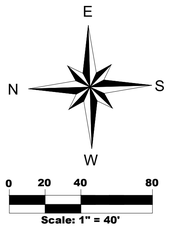
Detention Pond C

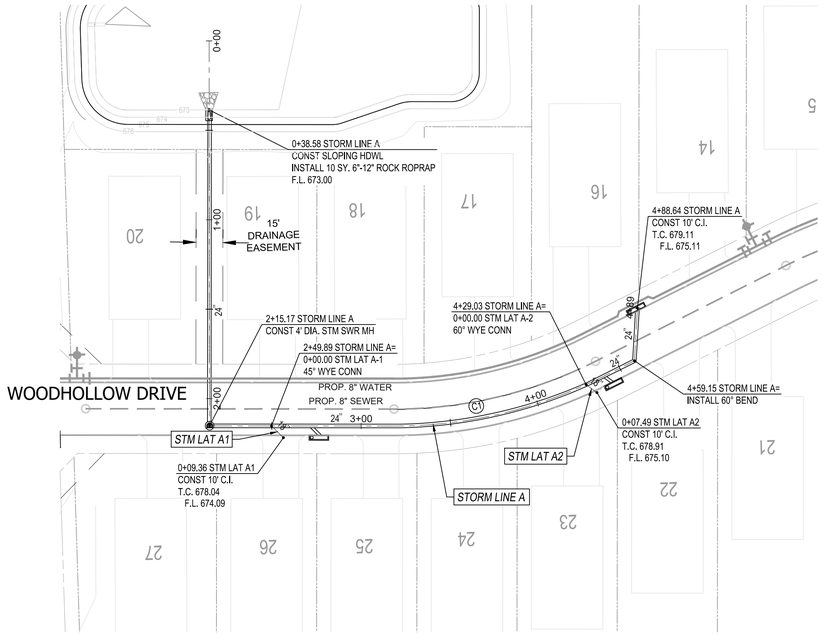
STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

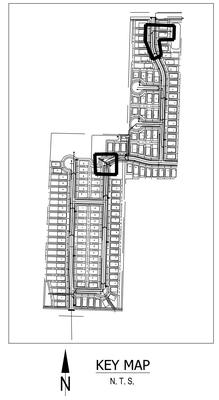
DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

Sheet 48 of 58





STORM LINE A			
Tag #	Radius	Length	CHD Bearing
C1	259.50	121.25	S11° 40' 52"E



CAUTION
UNDERGROUND UTILITIES

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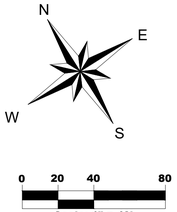
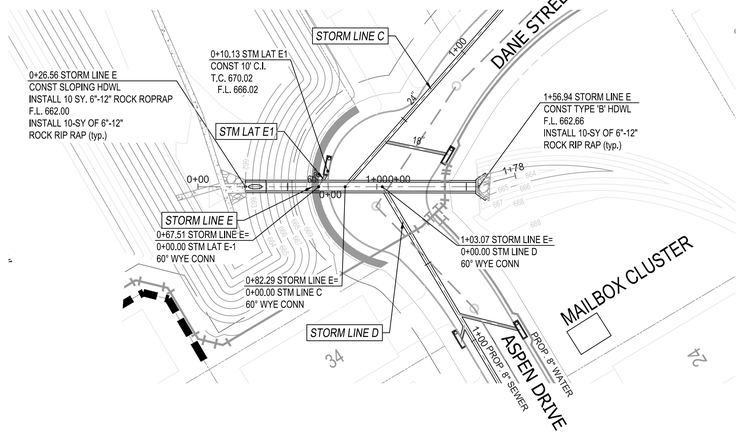
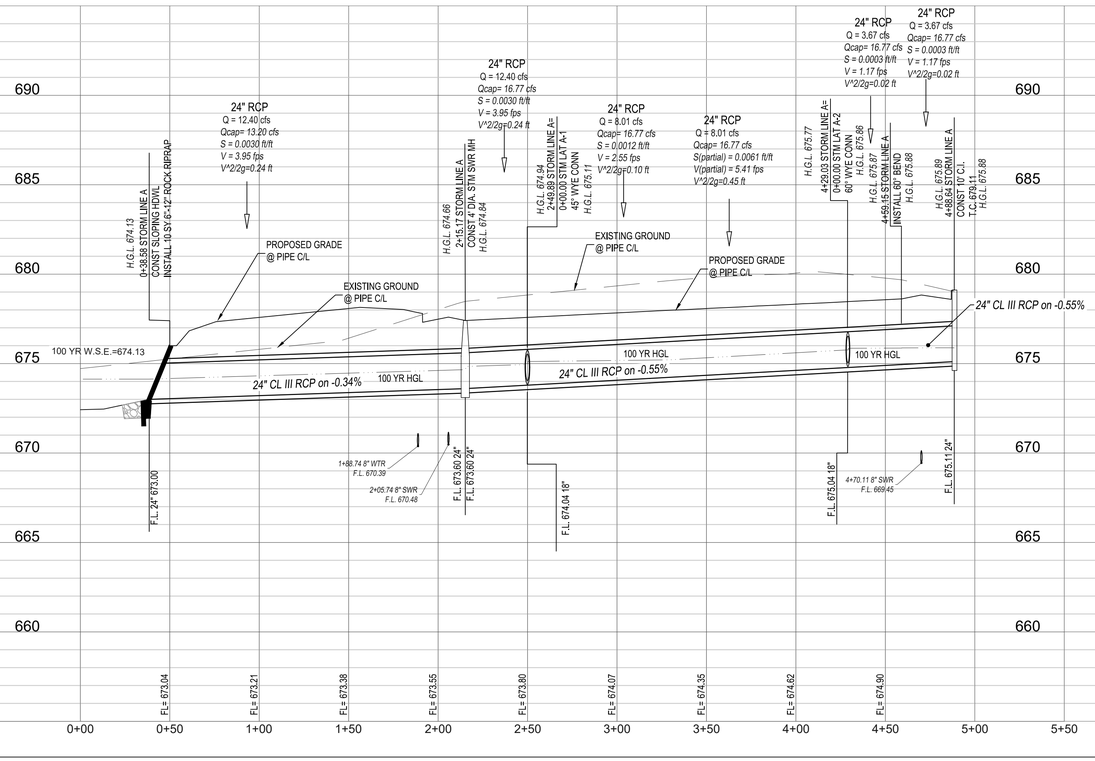
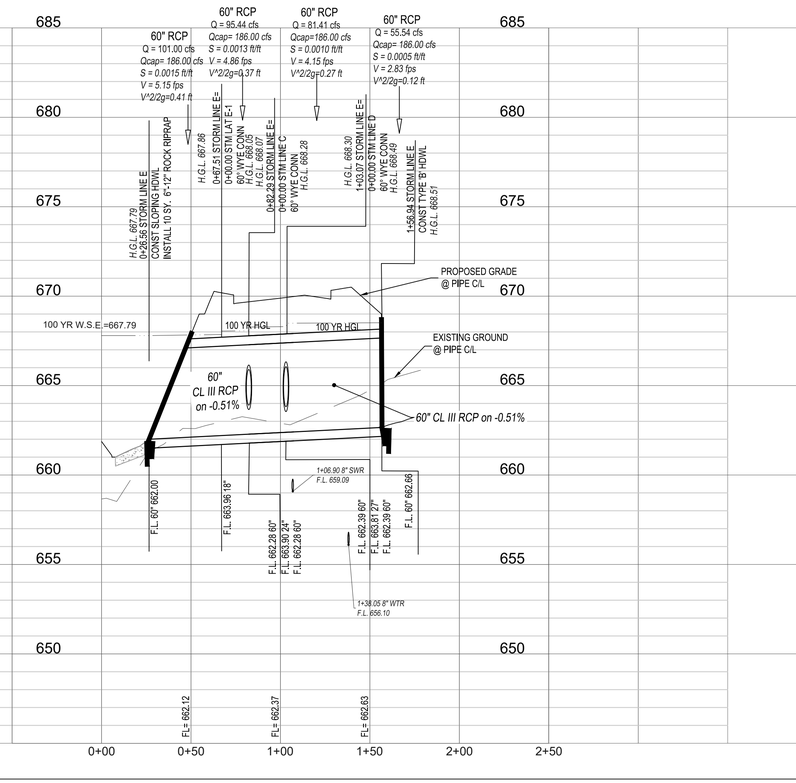




STM LINE A



STM LINE E



CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY,Denton County, Texas

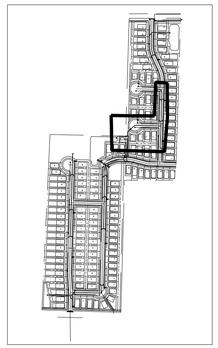
Storm Sewer Plan & Profile Line A , Line E

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL
ENGINEER
OT-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
NOTES:
FILE:

Sheet 49 of 58



KEY MAP
N. T. S.

CAUTION
UNDERGROUND UTILITIES

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.

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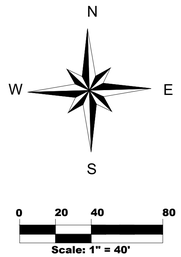

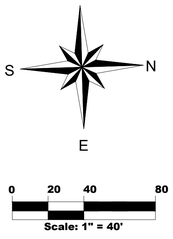

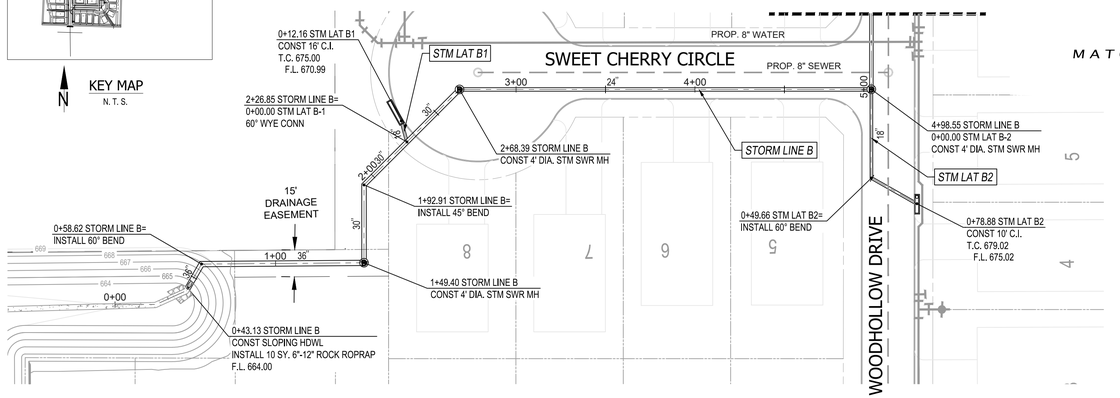

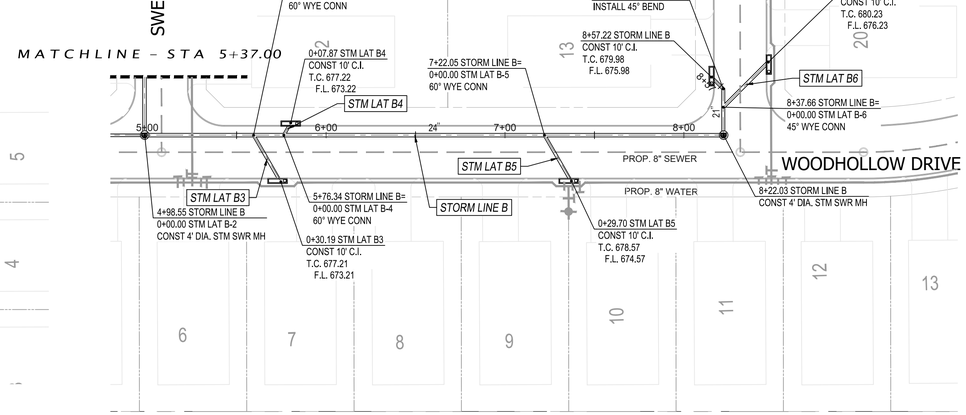

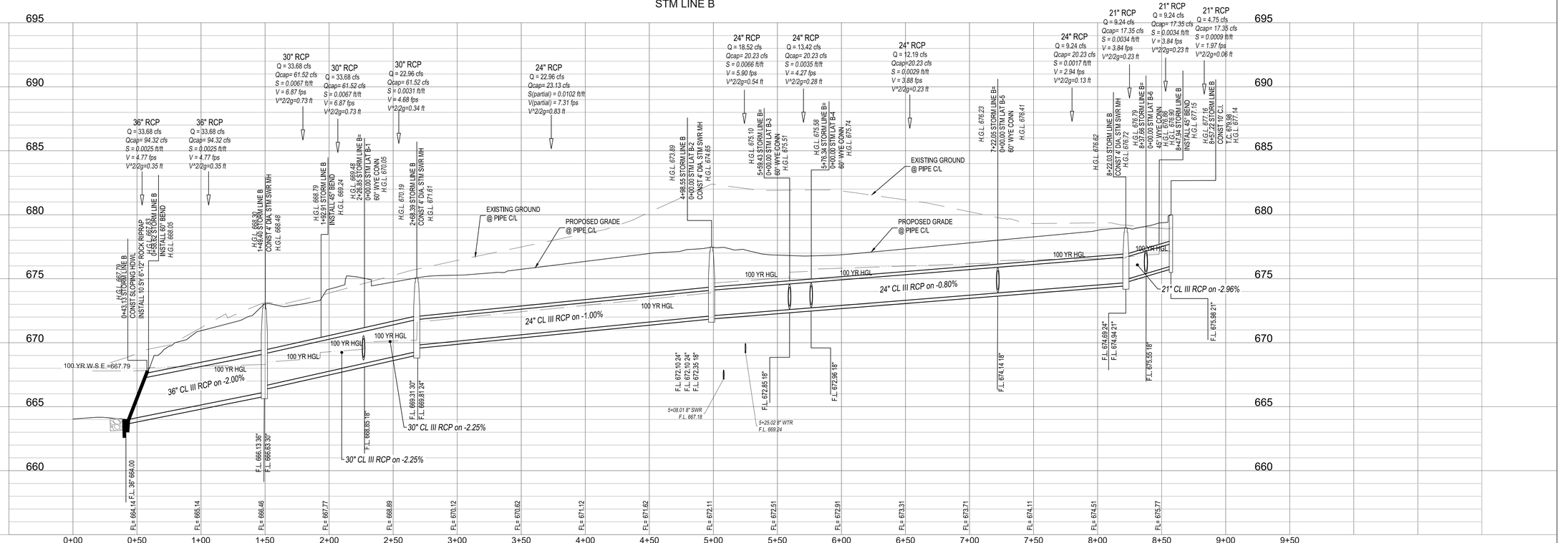

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Storm Sewer Plan & Profile Line B

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL
ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
SCALE:
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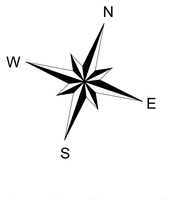

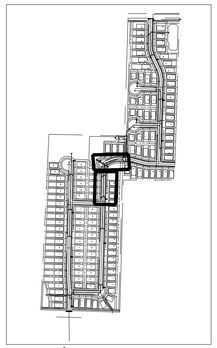

CAUTION
UNDERGROUND UTILITIES

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.

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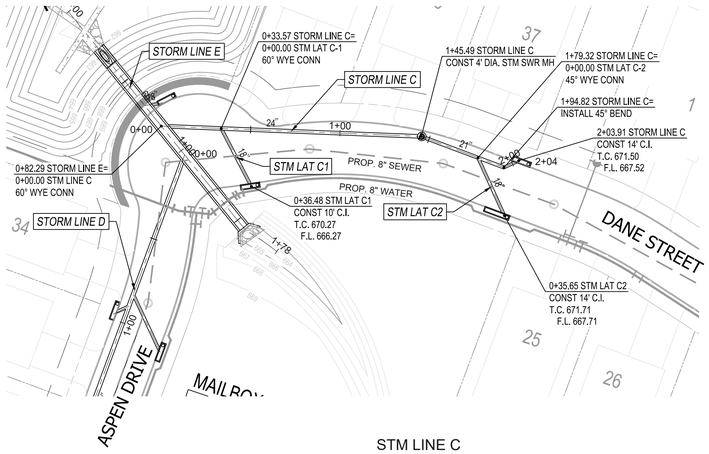
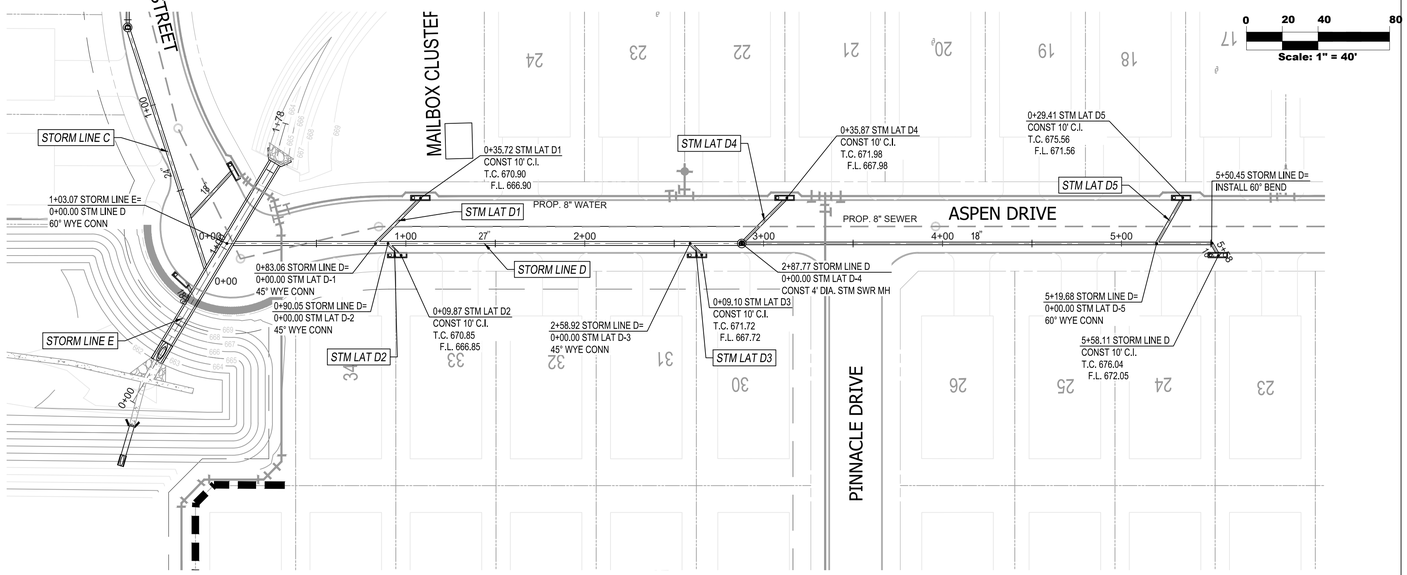


STM LINE C



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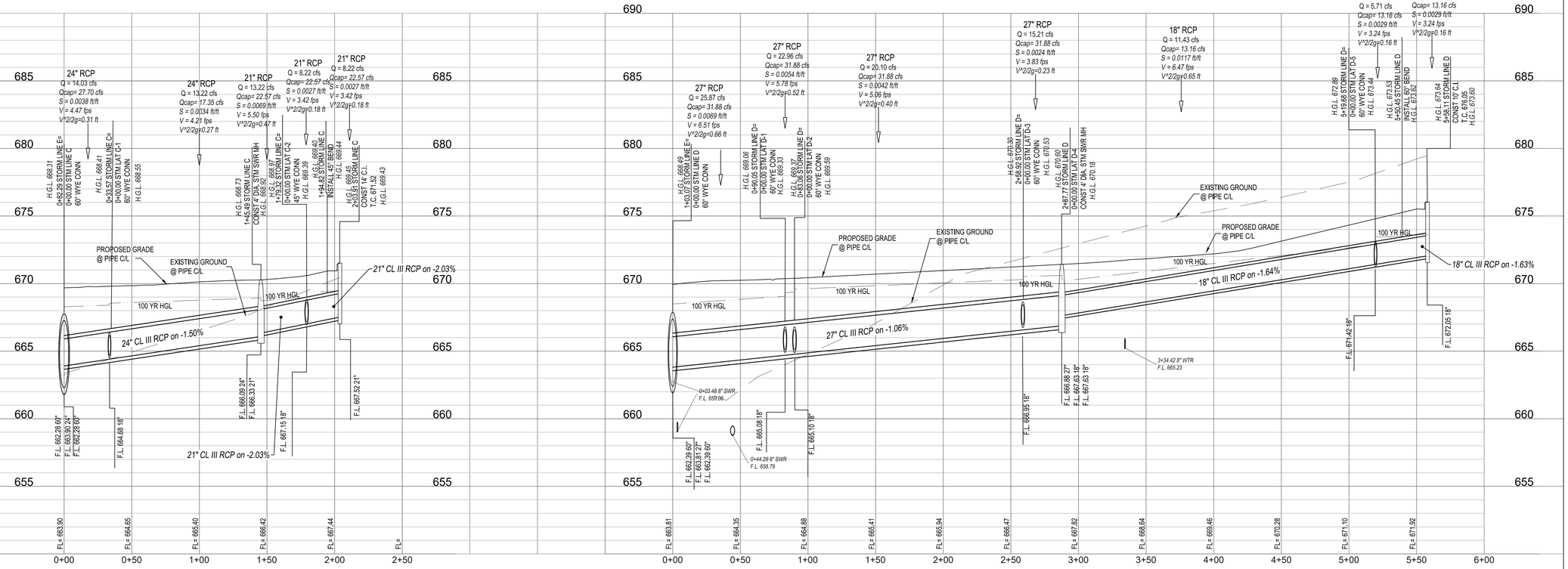

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Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
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AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Storm Sewer Plan & Profile Line C , Line D

CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07/12/2024
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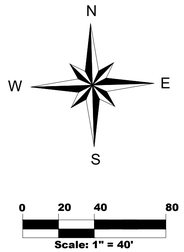

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.

C A U T I O N
UNDERGROUND UTILITIES

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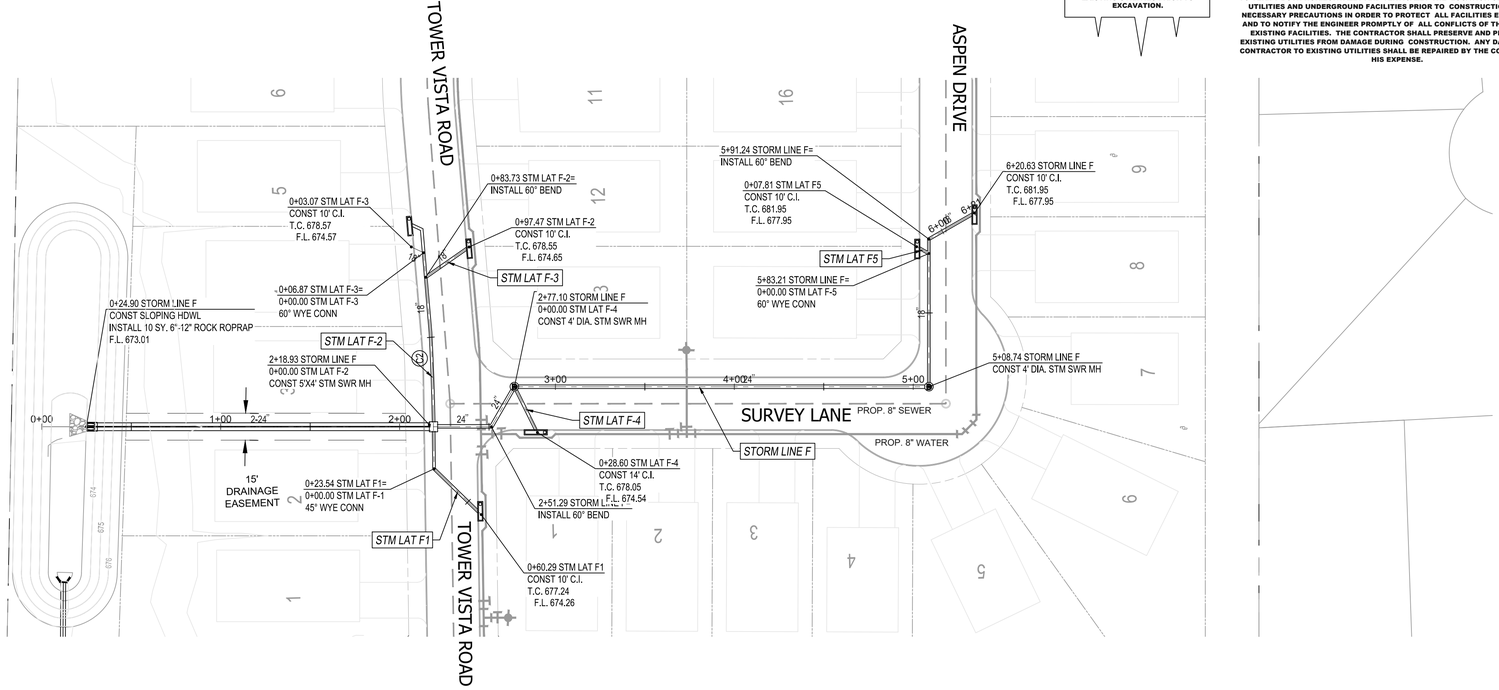
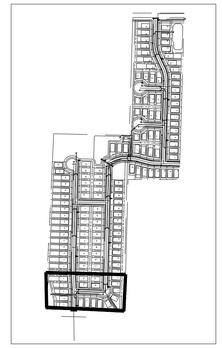
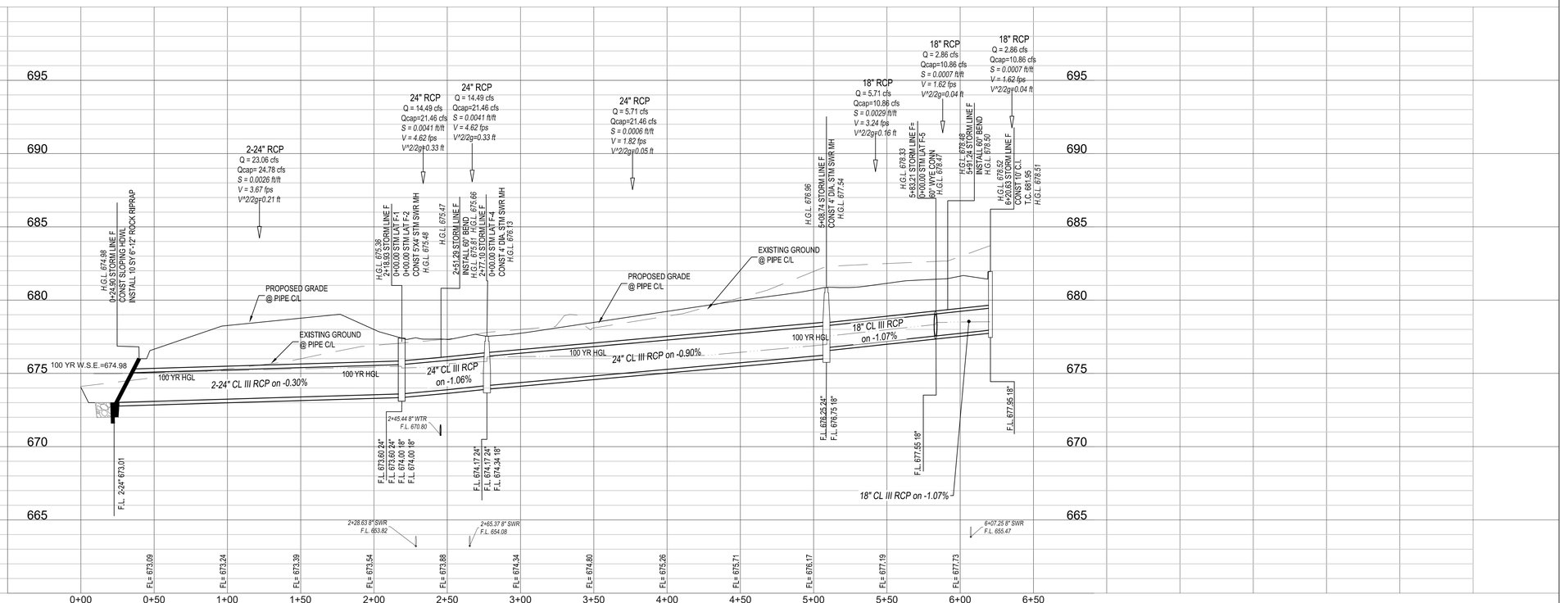




STM LAT F-2			
Tag #	**Radius**	**Length**	**CHD Bearing**
C2	268.32	12.13	N00° 34' 13"W

STM LINE F



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AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Storm Sewer Plan & Profile Line F

STATE OF TEXAS
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LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

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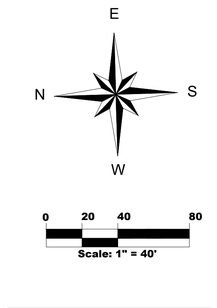
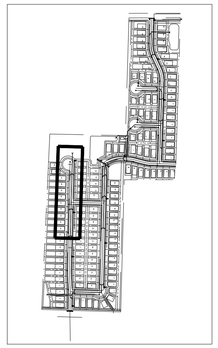
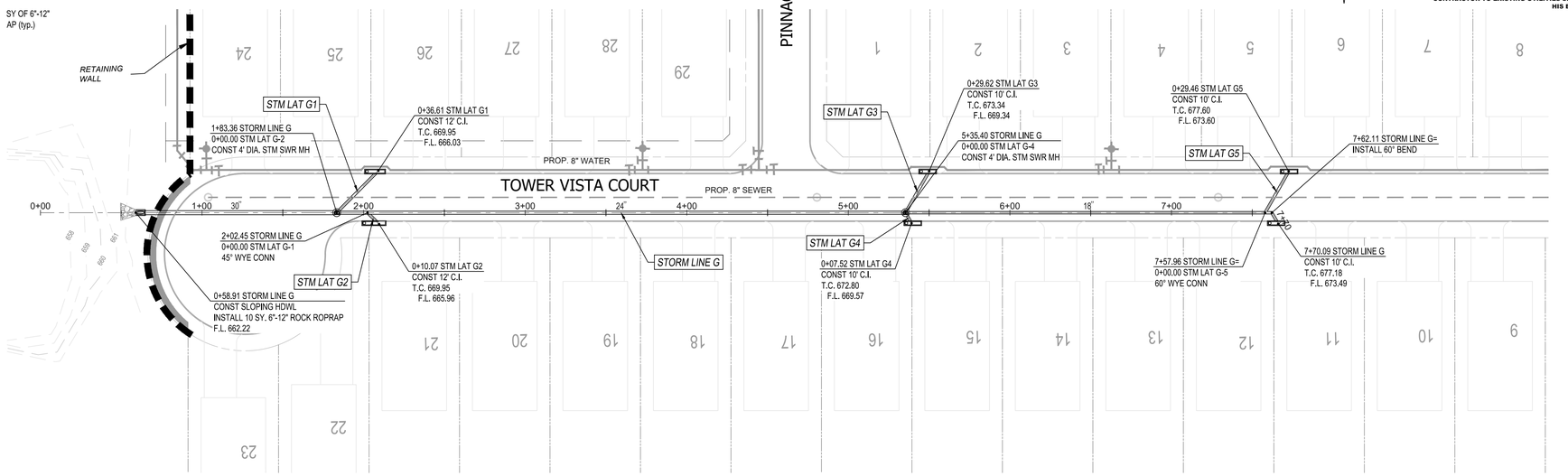
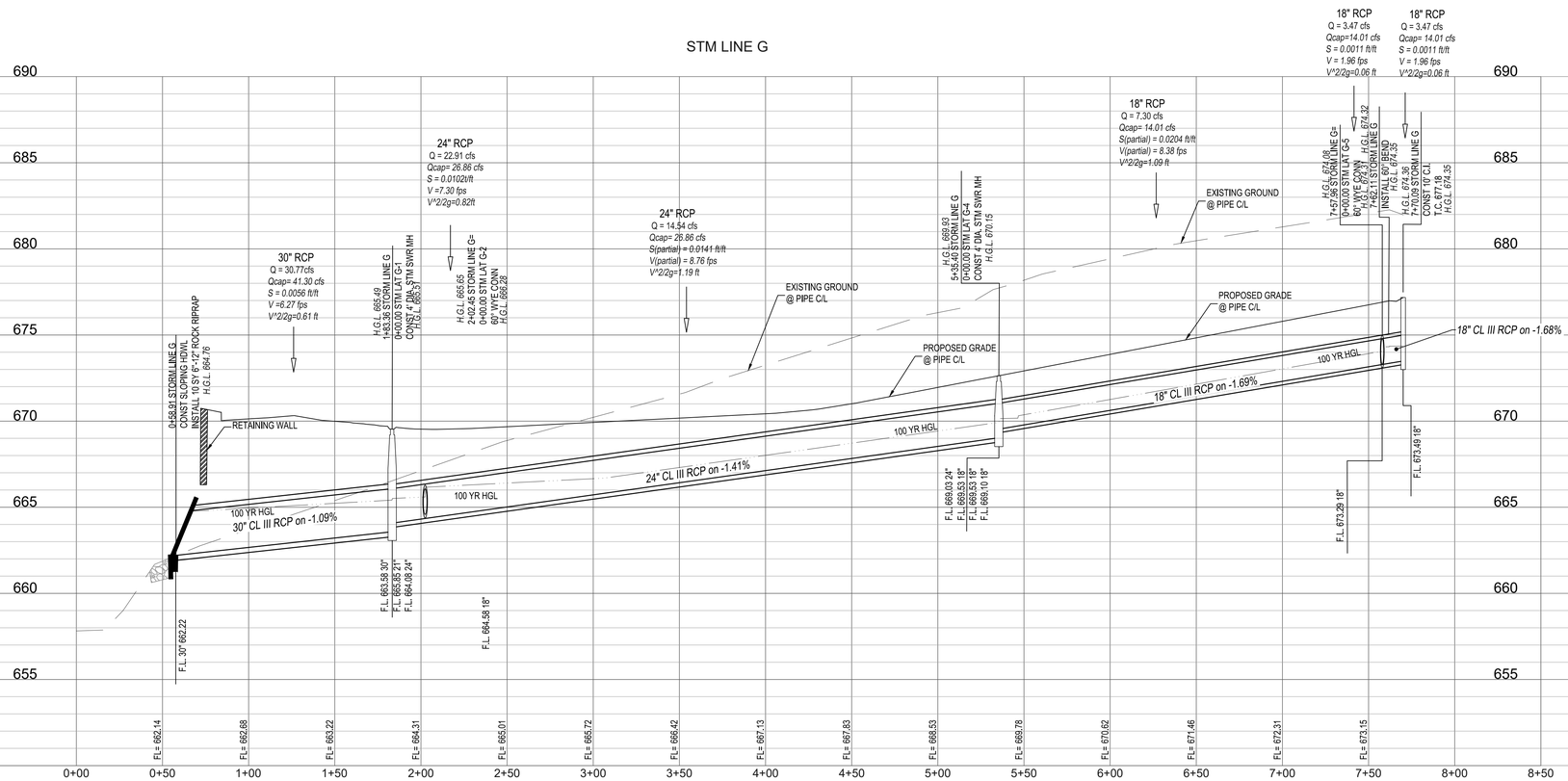
Sheet 52 of 58









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UNDERGROUND UTILITIES

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AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Storm Sewer Plan & Profile Line G

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
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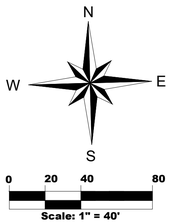
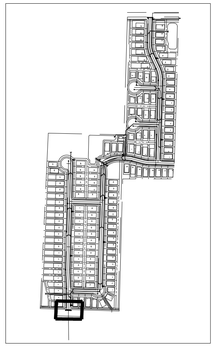
Sheet 53 of 58





KEY MAP
N. T. S.

CAUTION
UNDERGROUND UTILITIES

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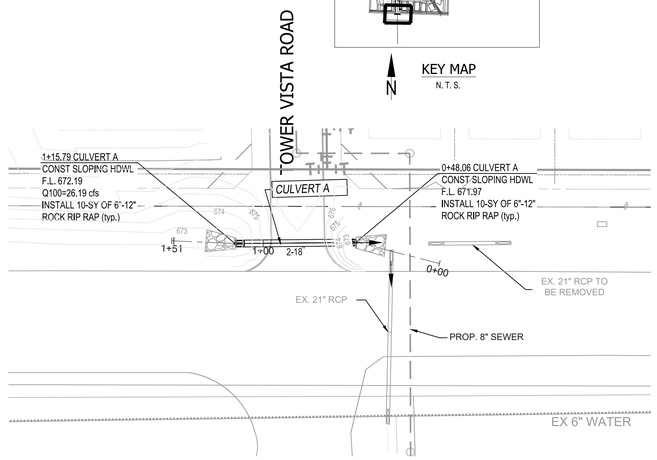


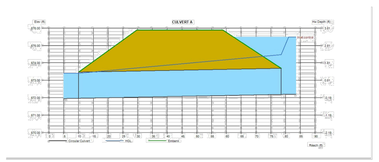
CULVERT A

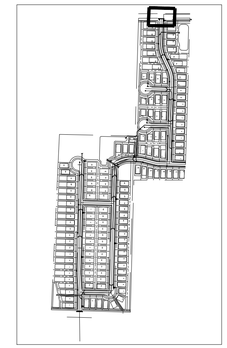
Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, Dec 1 2023

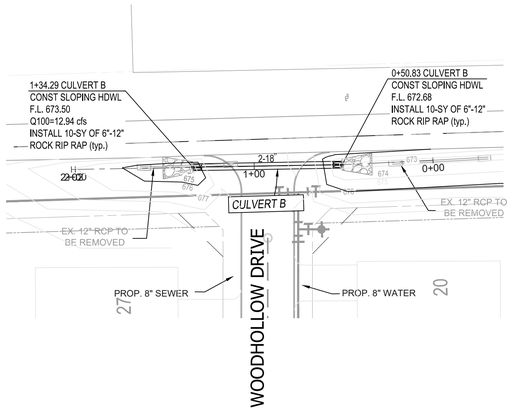
CULVERT A

Invert Elev Dn (ft)	= 671.97	**Calculations**	
Pipe Length (ft)	= 68.51	Qmin (cfs)	= 26.79
Slope (%)	= 0.32	Qmax (cfs)	= 26.79
Invert Elev Up (ft)	= 672.19	Tailwater Elev (ft)	= (dc+D)/2
Rise (in)	= 18.0		
Shape	= Circular	**Highlighted**	
Span (in)	= 18.0	Qtotal (cfs)	= 26.79
No. Barrels	= 2	Qpipe (cfs)	= 26.79
n-Value	= 0.013	Qovertop (cfs)	= 0.00
Culvert Type	= Circular Concrete	Veloc Dn (ft/s)	= 7.71
Culvert Entrance	= Square edge w/headwall (C)	Veloc Up (ft/s)	= 7.58
Coeff. K,M,c,Y,k	= 0.0098, 2, 0.0398, 0.67, 0.5	HGL Dn (ft)	= 673.40
		HGL Up (ft)	= 674.47
Embankment		Hw Elev (ft)	= 675.48
Top Elevation (ft)	= 675.89	HwD (ft)	= 2.19
Top Width (ft)	= 29.00	Flow Regime	= Inlet Control
Crest Width (ft)	= 0.00		





KEY MAP
N. T. S.



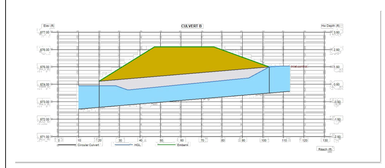
CULVERT B

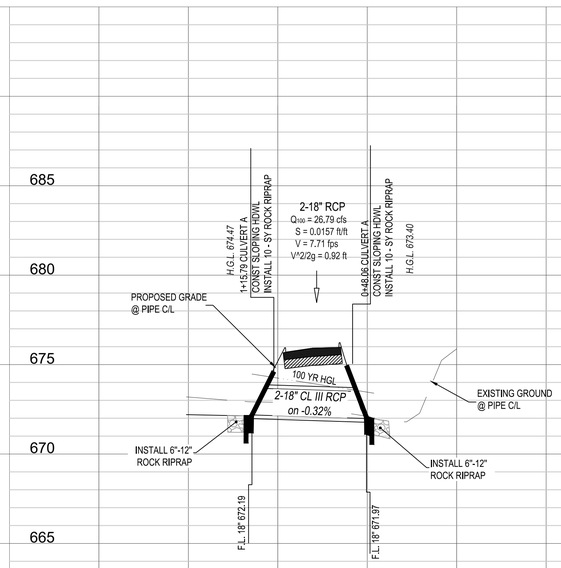
Culvert Report

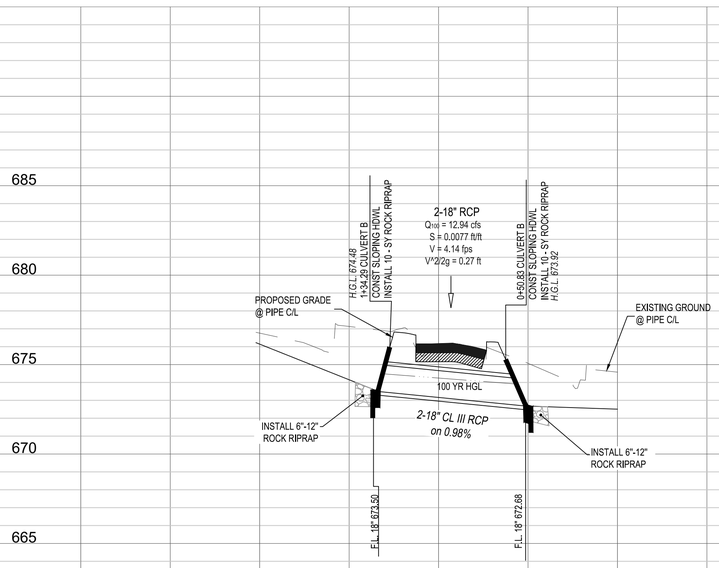
Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, Dec 1 2023

CULVERT B

Invert Elev Dn (ft)	= 672.68	**Calculations**	
Pipe Length (ft)	= 83.06	Qmin (cfs)	= 12.94
Slope (%)	= 0.99	Qmax (cfs)	= 12.94
Invert Elev Up (ft)	= 673.50	Tailwater Elev (ft)	= (dc+D)/2
Rise (in)	= 18.0		
Shape	= Circular	**Highlighted**	
Span (in)	= 18.0	Qtotal (cfs)	= 12.94
No. Barrels	= 2	Qpipe (cfs)	= 12.94
n-Value	= 0.013	Qovertop (cfs)	= 0.00
Culvert Type	= Circular Concrete	Veloc Dn (ft/s)	= 4.14
Culvert Entrance	= Square edge w/headwall (C)	Veloc Up (ft/s)	= 5.27
Coeff. K,M,c,Y,k	= 0.0098, 2, 0.0398, 0.67, 0.5	HGL Dn (ft)	= 673.92
		HGL Up (ft)	= 674.48
Embankment		Hw Elev (ft)	= 675.04
Top Elevation (ft)	= 676.15	HwD (ft)	= 1.03
Top Width (ft)	= 29.00	Flow Regime	= Inlet Control
Crest Width (ft)	= 1.00		







CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
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TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY,Denton County, Texas

Culvert A & B

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
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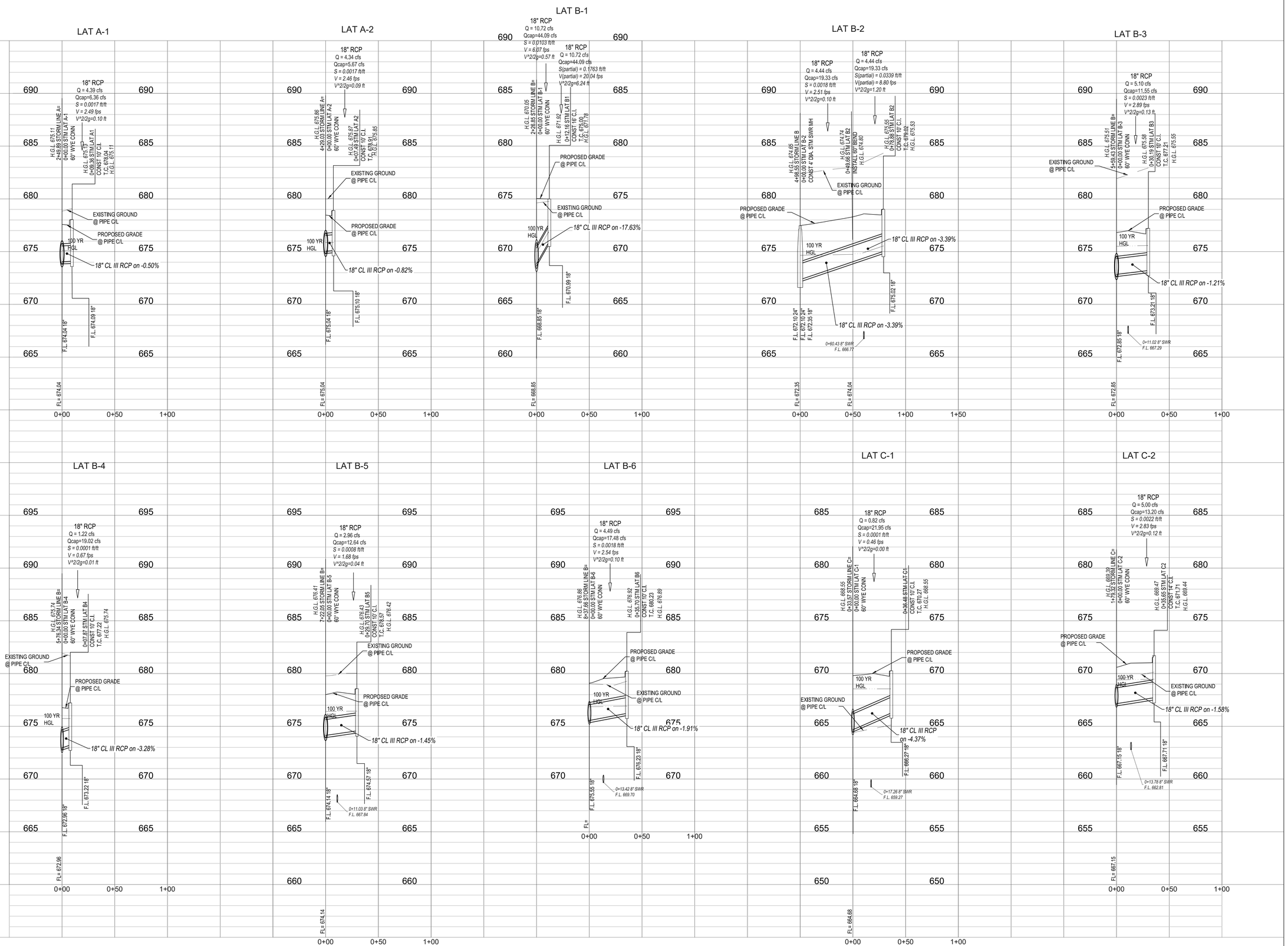
FILE:	

Sheet 54 of 58



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AUBREY HEIGHTS

City of AUBREY,Denton County, Texas

Storm Sewer Laterals

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

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DATE:	07/12/2024
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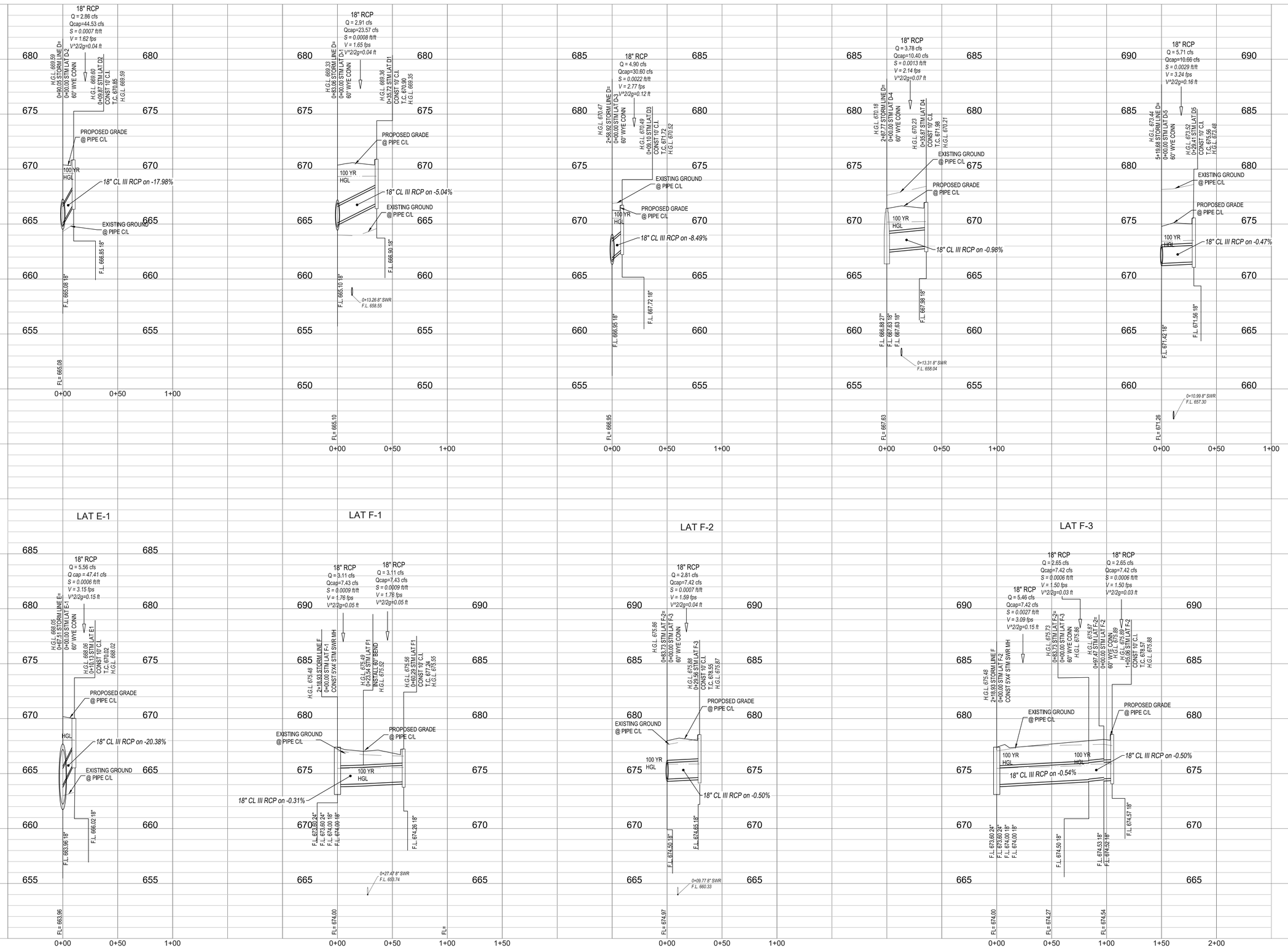
Sheet 55 of 58



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Storm Sewer Laterals

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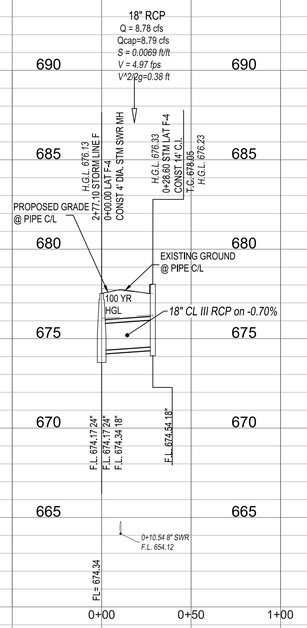
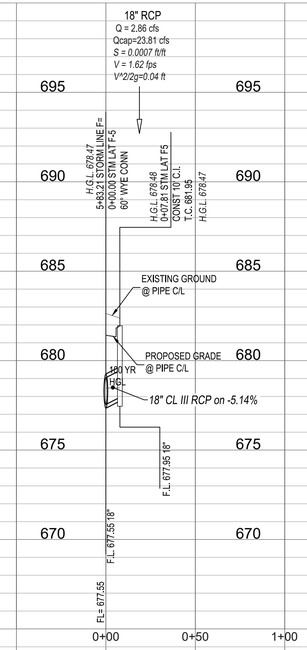
NOTES:	
FILE:	

Sheet 56 of 58

LAT F-4



LAT F-5



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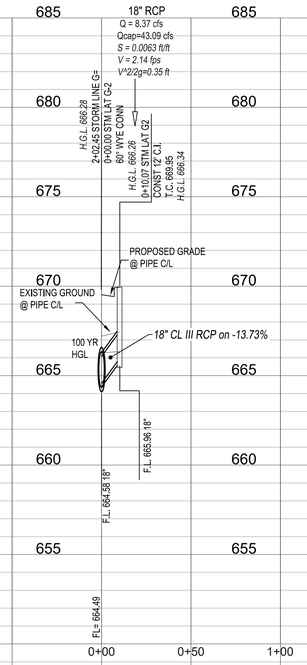

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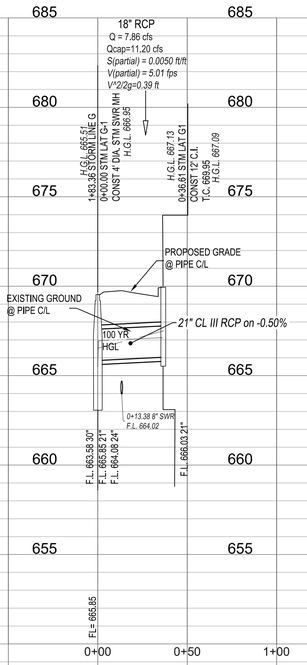

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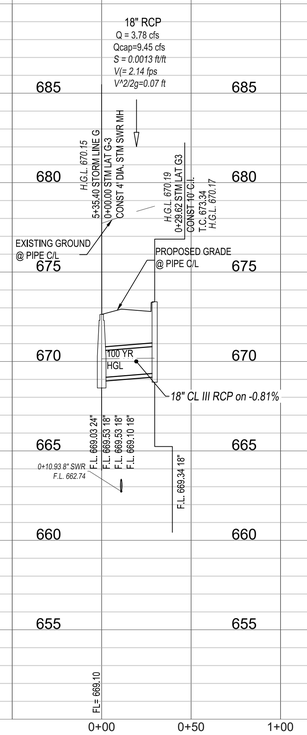

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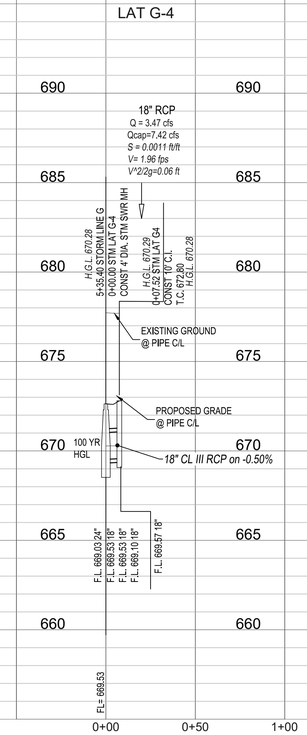

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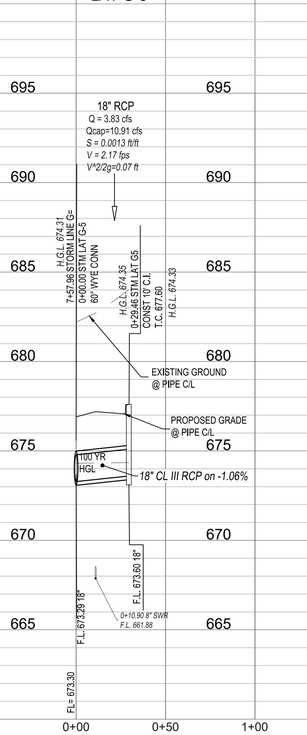


CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY,Denton County, Texas

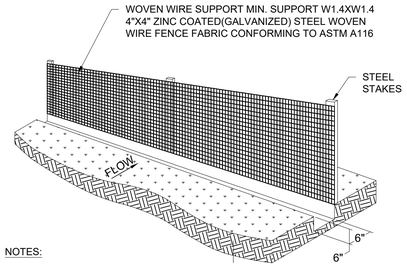
Storm Sewer Laterals

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

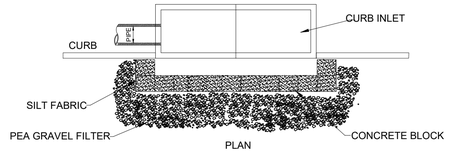
Sheet 57 of 58



NOTES:

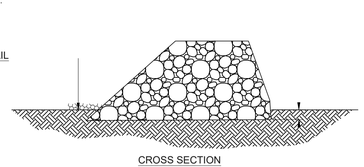
1. SET THE STAKES.
2. EXCAVATE A 6"X6" TRENCH UPSLOPE OF THE STAKES.
3. FASTEN FILTER MATERIAL TO STAKES AND EXTEND IT INTO THE TRENCH.
4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

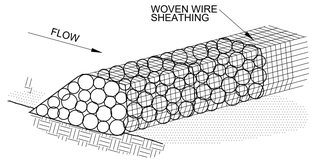
SILT FENCE DETAIL
N.T.S.



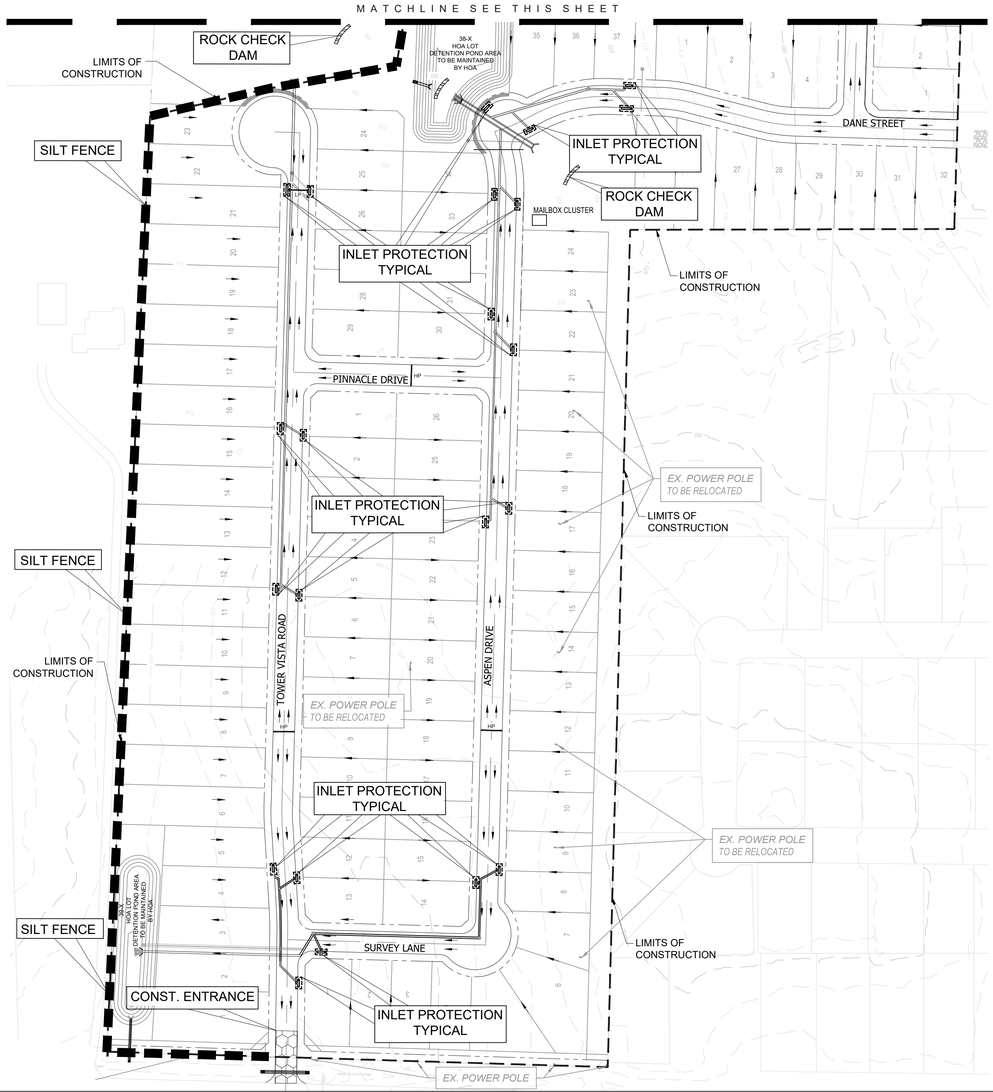
INLET PROTECTION
N.T.S.

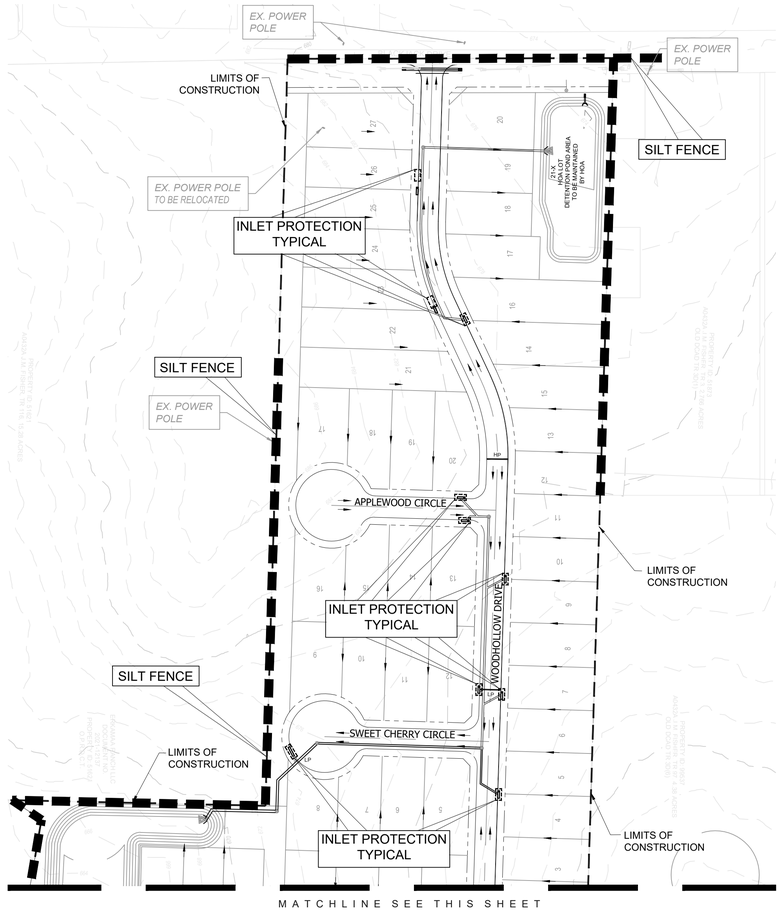
NOTE: INLET PROTECTION TO BE REMOVED & REPLACED EVERY 6 MONTHS UNTIL LOTS HAVE BEEN VEGETATED





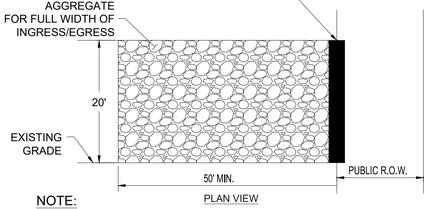
ROCK BERM/CHECK DAM
N.T.S.





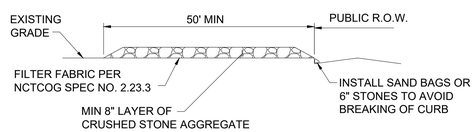
PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND PUBLIC RIGHT-OF-WAY

CRUSHED STONE AGGREGATE FOR FULL WIDTH OF INGRESS/EGRESS



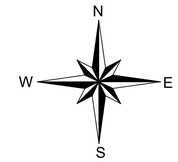
NOTE:

STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ON TO PUBLIC RIGHT-OF-WAY. MAINTENANCE MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND.



STABILIZED CONSTRUCTION ENTRANCE
N.T.S.

TOTAL DISTURBED AREA
37.7297 ACRES



GRAPHIC SCALE
0 50' 100' 200'
SCALE: 1" = 100'

LEGEND

- CONSTRUCTION ENTRANCE
- SILT FENCE
- INLET PROTECTION
- LIMITS OF CONSTRUCTION
- 750 EX. MAJOR CONTOUR
- 751 EX. MINOR CONTOUR

NOTE:

CONTRACTOR SHALL POLICE SITE REGULARLY AND KEEP SITE FREE OF TRASH AND CONSTRUCTION DEBRIS. CONTRACTOR IS REQUIRED TO REPAIR AND/OR REPLACE DAMAGED EROSION CONTROL DEVICES.

NOTES:

A. MAINTENANCE AND INSPECTION
1. A. ALL STABILIZATION MEASURES ARE TO BE IN PLACE WITHIN 14 DAYS AFTER CONSTRUCTION HAS CEASED IN THE DISTURBED AREAS.
2. STABILIZATION MEASURES SHALL BE IN PLACE WHEN A TEMPORARY SUSPENSION IN CONSTRUCTION ACTIVITIES EXCEEDS 21 DAYS.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CHECKED EVERY 7 DAYS AND WITHIN 24 HOURS FOLLOWING RAINFALL OF 0.5 INCHES OR GREATER.

B. CONSTRUCTION ENTRANCES
1. LOCATIONS WHERE VEHICLES AND EQUIPMENT ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT PACKING.
2. ALL MATERIAL THAT IS DEPOSITED ON THE ROADWAY OR IN ANY STRUCTURAL CONTROLS SHALL BE REMOVED ON A REGULAR BASIS.

C. GROUND COVER
1. REGULARLY CHECK SEEDING AND GROUND COVER TO SEE THAT A GROUND COVER DENSITY OF 70 PERCENT OR GREATER IS MAINTAINED.
2. RESEED, FERTILIZE, AND/OR WATER (AS NEEDED) THOSE AREAS THAT DO NOT MEET THE MINIMUM REQUIREMENTS.

D. EQUIPMENT STORAGE AREAS
1. INSPECT ALL EQUIPMENT AND MATERIAL STORAGE AREAS FOR POSSIBLE STORM WATER POLLUTION SOURCES.
2. INSTITUTE APPROPRIATE MEASURES AS REQUIRED IN THESE AREAS.

E. INSPECTION REPORTS
1. INSPECTION OF DISTURBED AREAS SHALL BE PERFORMED BY QUALIFIED PERSONNEL SUPPLIED BY THE CONTRACTOR.
2. A REPORT SUMMARIZING THE SCOPE OF INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION SHALL BE MADE FOLLOWING INSPECTION.
3. THE DATE OF INSPECTION, MAJOR OBSERVATIONS, AND ACTIONS TAKEN TO IMPLEMENT THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE INCLUDED AS PART OF THE REPORT. THE REPORT SHALL INCLUDE ANY INCIDENTS OF NONCOMPLIANCE OR CONTAIN A CERTIFICATION THAT THIS SITE IS IN COMPLIANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN.
4. ANY REQUIRED MODIFICATIONS TO THE PLAN WILL BE ACCOMPLISHED WITHIN 7 DAYS OF INSPECTION.

SILT FENCE NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWN SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH SHOULD BE A MINIMUM OF SIX INCHES DEEP AND SIX INCHES WIDE TO ALLOW FOR THE SILT FENCE TO BE LAID IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST.
5. INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED IS USEFULNESS, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE DISPOSED OF IN AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF SIX INCHES AND DISPOSED OF IN AN APPROVED SPOIL SITE OR AS IN No. 7 ABOVE.
9. FILTER FABRIC IS TO BE MIRAFI 100X OR APPROVED EQUAL.
10. CONTRACTOR TO REMOVE SILT FENCE UPON COMPLETION OF PROJECT. DAMAGED AREAS TO BE REPAIRED INCLUDING RE-GRADING AND RE-GRASSING AS NECESSARY.
11. ALL EROSION CONTROL DEVICES AND REQUIREMENTS TO BE IN ACCORDANCE WITH NCTCOG BMP EROSION CONTROL MANUAL AND PLANS AND SPECIFICATIONS.
12. UNLESS APPROVED BY OWNER, EROSION CONTROL FENCING SHALL BE USED IN AREAS WITH NO TREES ONLY.

CAUTION
UNDERGROUND UTILITIES

EXISTING UNDERGROUND/OVERHEAD UTILITIES. CONTRACTOR TO CALL FOR LOCATIONS AND FIELD VERIFY THE LOCATION, DEPTH AND SIZES OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER DOES NOT ACCEPT THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

Erosion Control Plan

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN:	CCM
DRAWN:	CCM
DATE:	07/12/2024
SCALE:	
NOTES:	
FILE:	

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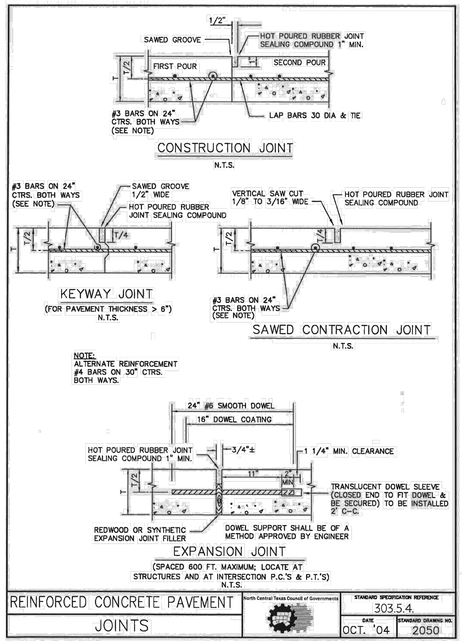
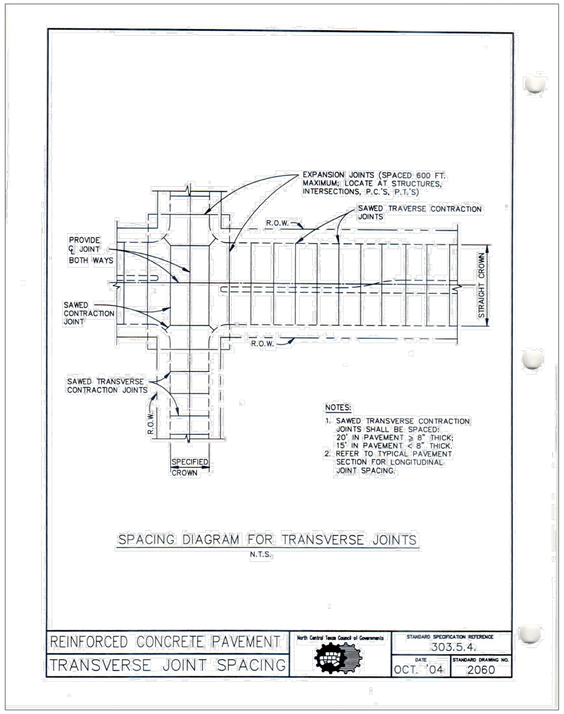
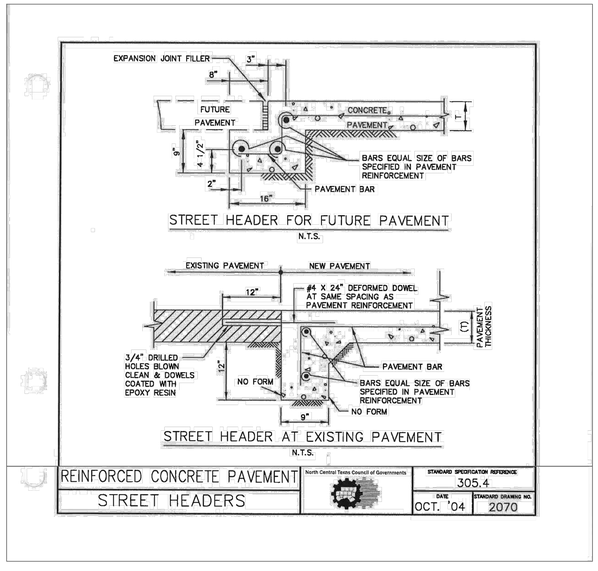
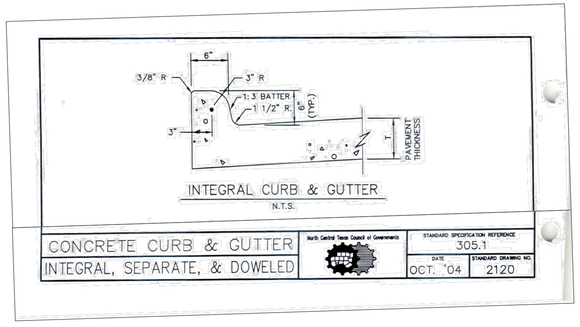
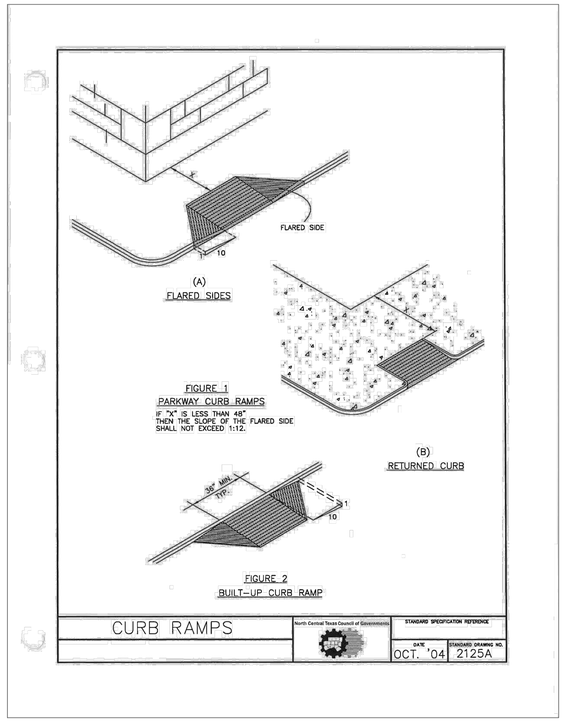










CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS
City of AUBREY, Denton County, Texas

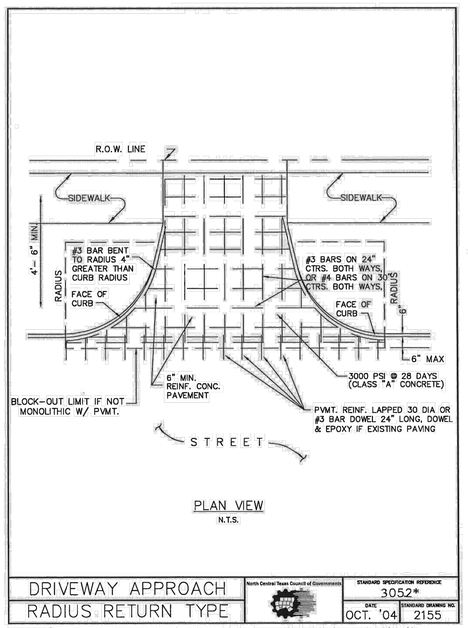
CITY DETAILS

STATE OF TEXAS
CODY D. CRAINELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

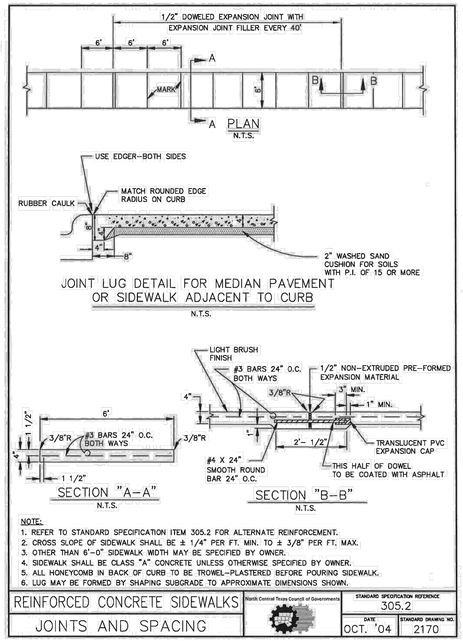
DESIGN: CCM
DRAWN: CCM
DATE: 07 / 12 / 2024
SCALE:
NOTES:
FILE:

Sheet CD1 of CD7

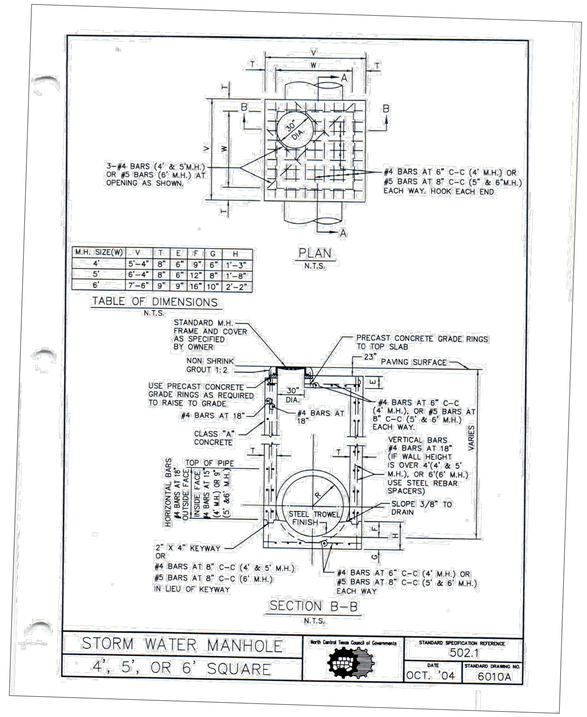


DRIVEWAY APPROACH	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 3052*
RADIUS RETURN TYPE		DATE OCT. '04 / STANDARD DRAWING NO. 2155

*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.*

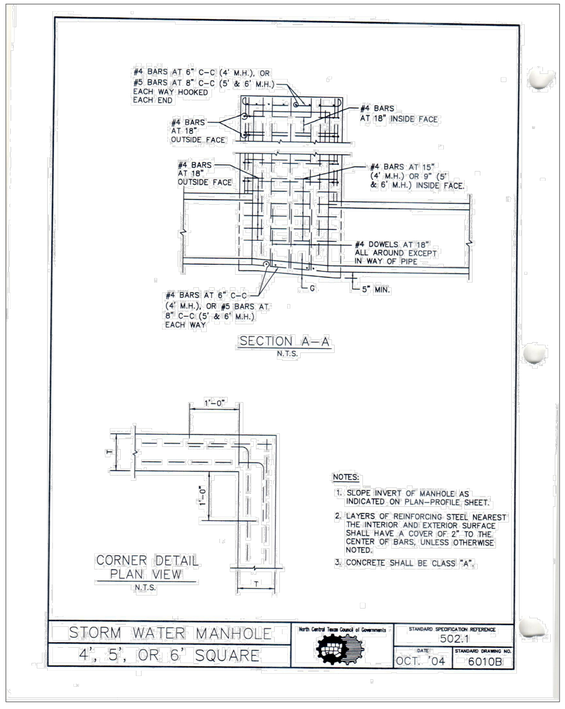


REINFORCED CONCRETE SIDEWALKS	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 305.2
JOINTS AND SPACING		DATE OCT. '04 / STANDARD DRAWING NO. 2170

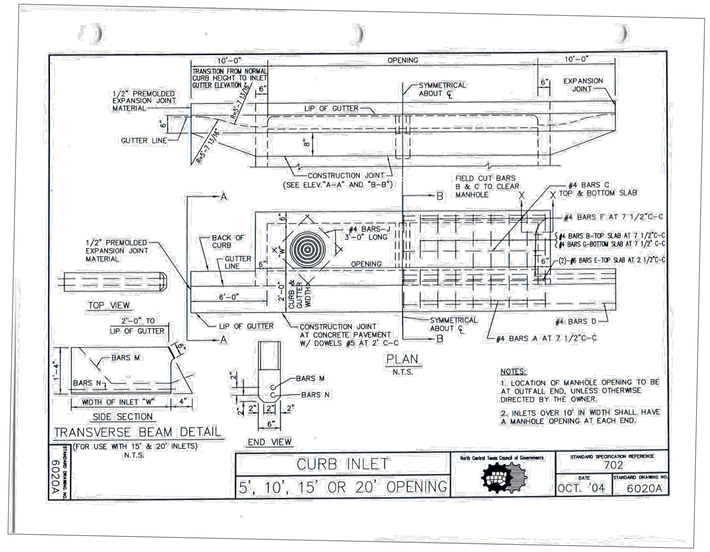


M.H. SIZE(W)	V	T	E	F	G	H
4'	5'-4"	8"	6"	9"	6"	1'-3"
5'	6'-4"	8"	6"	12"	8"	1'-8"
6'	7'-6"	9"	9"	16"	10"	2'-2"

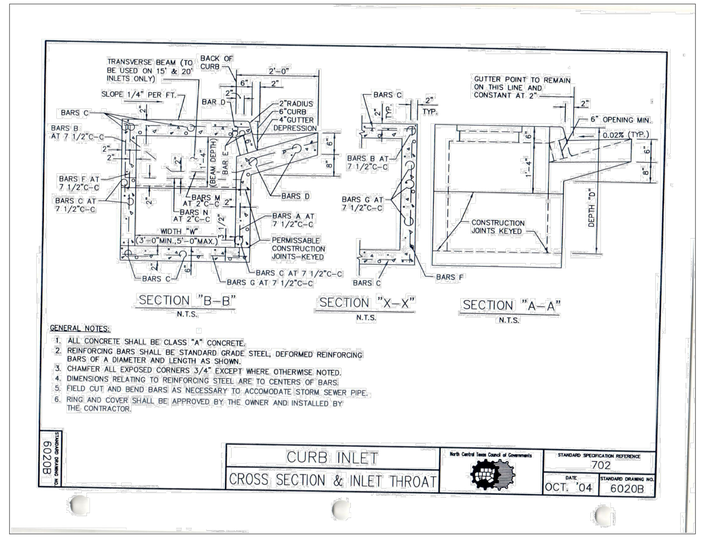
STORM WATER MANHOLE	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 502.1
4', 5', OR 6' SQUARE		DATE OCT. '04 / STANDARD DRAWING NO. 6010A



STORM WATER MANHOLE	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 502.1
4', 5', OR 6' SQUARE		DATE OCT. '04 / STANDARD DRAWING NO. 6010B



CURB INLET	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 702
5', 10', 15' OR 20' OPENING		DATE OCT. '04 / STANDARD DRAWING NO. 6020A



CURB INLET	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 702
CROSS SECTION & INLET THROAT		DATE OCT. '04 / STANDARD DRAWING NO. 6020B

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

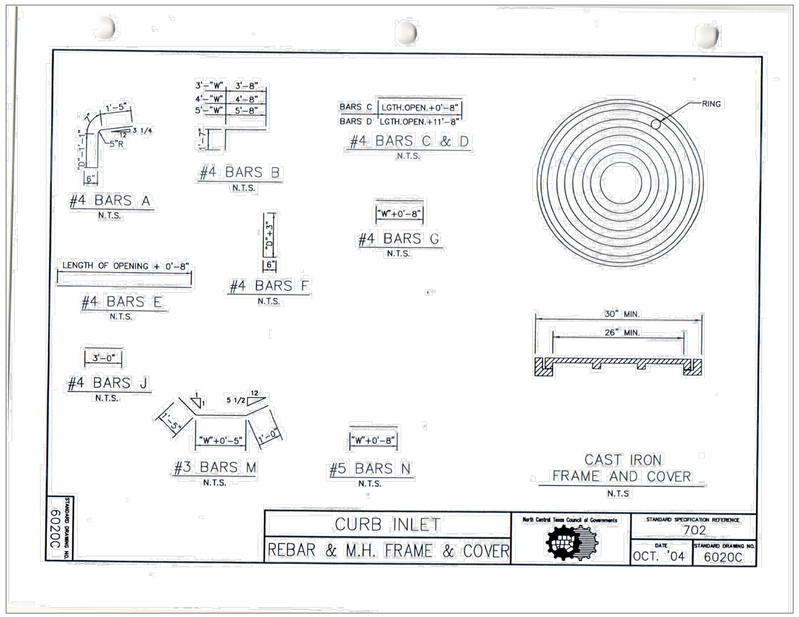
CITY DETAILS

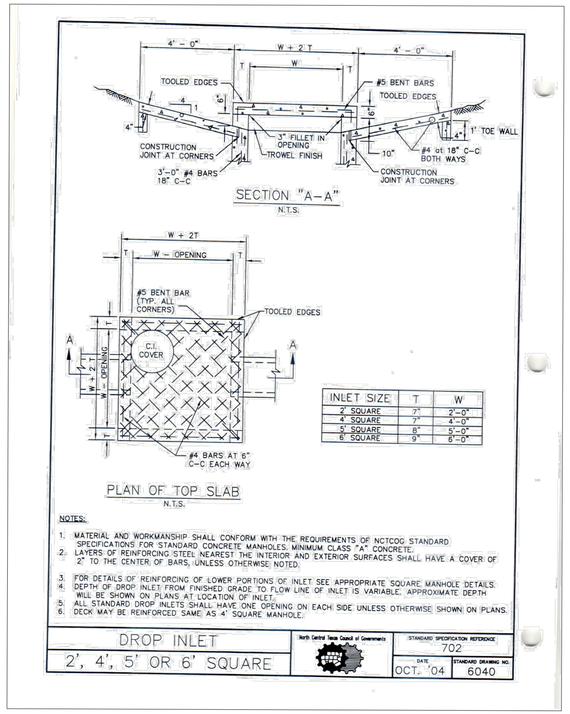
CODY D. CRANNELL 105947 LICENSED PROFESSIONAL ENGINEER
07-12-2024

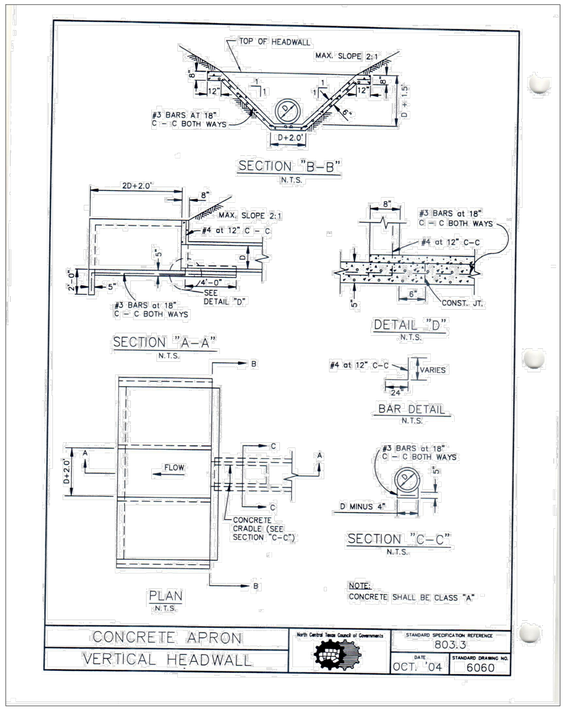
REVISIONS

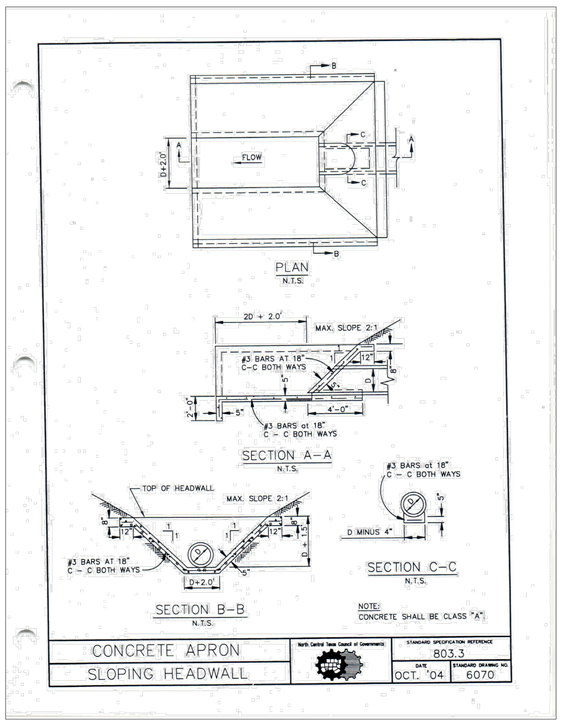
DESIGN: CCM
DRAWN: CCM
DATE: 07 / 12 / 2024
SCALE:
NOTES:
FILE:

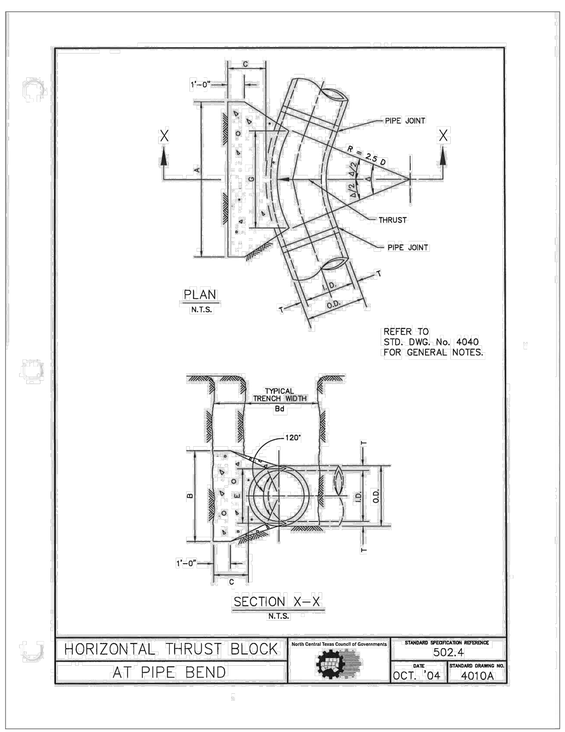
Sheet CD2 of CD7

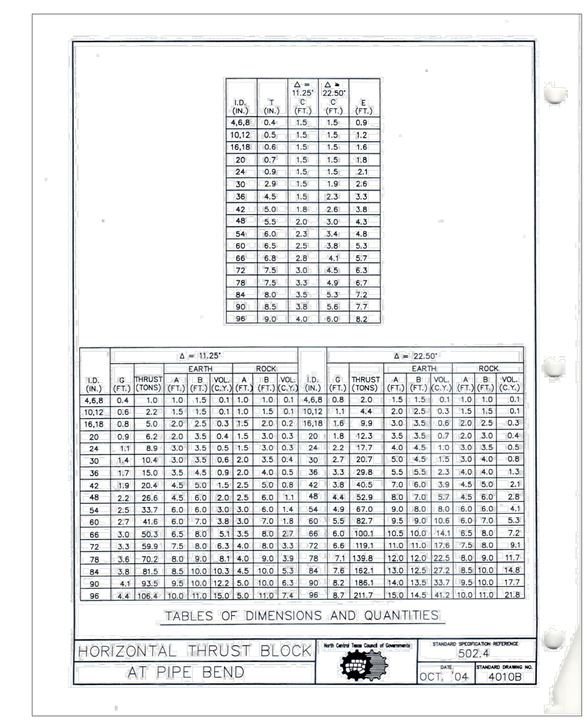












I.D. (IN.)	T (IN.)	Δ = 11.25° C (FT.)	Δ = 22.50° C (FT.)	E (FT.)
4,6,8	0.4	1.5	1.5	0.9
10,12	0.5	1.5	1.5	1.2
16,18	0.6	1.5	1.5	1.6
20	0.7	1.5	1.5	1.8
24	0.9	1.5	1.5	2.1
30	2.9	1.5	1.9	2.6
36	4.5	1.5	2.3	3.3
42	5.0	1.8	2.6	3.8
48	5.5	2.0	3.0	4.3
54	6.0	2.3	3.4	4.8
60	6.5	2.5	3.8	5.3
66	6.8	2.8	4.1	5.7
72	7.5	3.0	4.5	6.3
78	7.5	3.3	4.9	6.7
84	8.0	3.5	5.3	7.2
90	8.5	3.8	5.6	7.7
96	9.0	4.0	6.0	8.2

	Δ = 11.25°							Δ = 22.50°						
			EARTH		ROCK					EARTH		ROCK		
I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)	I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (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	3.8	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	2.5	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	4.9	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	3.0	7.0	1.8	60	5.5	82.7	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

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS
City of AUBREY, Denton County, Texas

CITY DETAILS

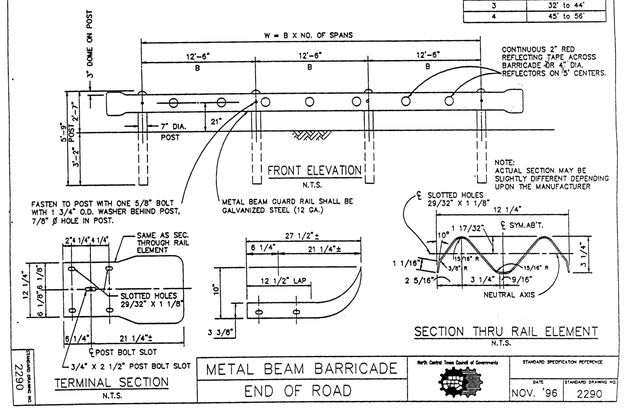
STATE OF TEXAS
CODY D. GRANNELL
105947
LICENSED
PROFESSIONAL
ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07 / 12 / 2024
SCALE:
NOTES:
FILE:

Sheet CD3 of CD7

NO. OF SPANS	ROADWAY SECTION WIDTH
2	18' to 31'
3	32' to 44'
4	45' to 56'



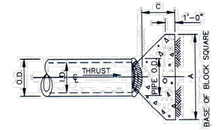
METAL BEAM BARRICADE	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE	
END OF ROAD		DATE: NOV. '96	STANDARD DRAWING NO.: 2290

I.D. (IN.)	Δ = 30° G (FT.)	THRUST (TONS)	EARTH A (FT.)	EARTH B (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK B (FT.)	ROCK VOL. (C.Y.)	I.D. (IN.)	Δ = 45° G (FT.)	THRUST (TONS)	EARTH A (FT.)	EARTH B (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK B (FT.)	ROCK VOL. (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	23.8	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	55.5	12.5	11.5	28.9	96	17.1	415.6	26.0	16.0	89.5	18.5	11.5	48.5

I.D. (IN.)	Δ = 67.50° G (FT.)	THRUST (TONS)	EARTH A (FT.)	EARTH B (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK B (FT.)	ROCK VOL. (C.Y.)	I.D. (IN.)	Δ = 90° G (FT.)	THRUST (TONS)	EARTH A (FT.)	EARTH B (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK B (FT.)	ROCK VOL. (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	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	0.5
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	1.0
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	4.0	1.5
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	5.0	8.0	4.0	2.1
30	7.8	58.9	12.0	5.0	4.8	7.5	4.0	2.2	30	9.9	75.0	15.0	5.0	6.7	10.0	4.0	3.3
36	9.4	84.9	14.5	6.0	8.2	9.5	4.5	3.8	36	11.9	108.0	18.0	6.0	11.4	12.0	4.5	5.3
42	10.9	115.5	17.0	7.0	12.8	11.0	5.5	6.3	42	13.9	147.0	21.0	7.0	17.8	14.0	5.5	8.7
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	12.4
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	18.1
60	15.6	235.8	24.0	10.0	35.6	16.0	7.5	17.6	60	19.9	299.8	30.0	10.0	50.3	20.0	7.5	24.0
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	32.5
72	18.7	339.5	28.5	12.0	57.8	19.0	9.0	28.4	72	23.8	431.8	36.0	12.0	85.6	24.0	9.0	41.0
78	20.2	398.5	31.0	13.0	75.7	21.0	9.5	37.4	78	25.7	506.7	39.0	13.0	108.2	26.0	10.0	53.2
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	64.8
90	23.3	530.5	35.5	15.0	114.4	24.5	11.0	58.2	90	29.0	674.6	45.0	15.0	164.9	30.0	11.5	81.2
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	95.1

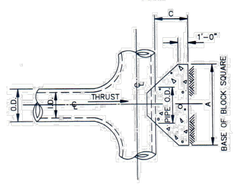
TABLES OF DIMENSIONS AND QUANTITIES

HORIZONTAL THRUST BLOCK AT PIPE BEND	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE: 502.4	
		DATE: OCT. '04	STANDARD DRAWING NO.: 4010C



PLAN OF PLUG THRUST BLOCK
N.T.S.

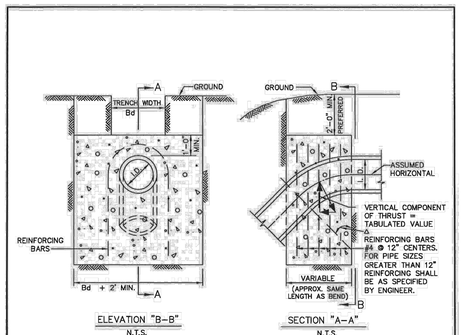
REFER TO STD. DWG. No. 4040 FOR GENERAL NOTES.



PLAN OF TEE THRUST BLOCK
N.T.S.

I.D. (IN.)	THRUST (TONS)	C (FT.)	EARTH A (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK VOL. (C.Y.)
4,6,8	5.1	1.5	2.5	0.3	2.0	0.2
10,12	11.3	1.5	3.5	0.6	2.5	0.3
16,18	25.5	2.0	5.5	1.6	4.0	0.9
20	31.5	2.0	6.0	1.9	4.0	0.9
24	45.2	2.5	7.0	3.1	5.0	1.7
30	53.0	3.0	7.5	4.1	5.5	2.4
36	76.3	4.0	9.0	7.3	6.5	4.2
42	104.0	4.5	10.5	11.0	7.5	6.2
48	136.0	5.0	12.0	15.6	8.5	8.9
54	172.0	5.5	13.5	21.4	9.5	11.9
60	212.0	6.0	15.0	28.4	10.5	15.7
66	257.0	6.5	16.5	36.8	11.5	20.5
72	305.0	7.5	17.5	47.2	12.5	27.2
78	358.0	8.0	19.0	58.9	13.5	33.7
84	416.0	8.5	20.5	73.3	14.5	41.4
90	477.0	9.0	22.0	87.7	15.5	49.7
96	543.0	9.5	23.5	104.8	16.5	61.0

HORIZONTAL THRUST BLOCK AT TEES AND PLUGS	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE: 502.4	
		DATE: OCT. '04	STANDARD DRAWING NO.: 4020



REFER TO
STD. DWG. No. 4040
FOR GENERAL NOTES.

Δ →	11.25°		22.50°		30°		45°		67.50°		90°		Δ →
I.D. (IN.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	I.D. (IN.)
4,6,8	1.0	0.5	2.0	1.0	2.5	1.3	3.6	1.8	4.6	2.3	5.0	2.5	4,6,8
10,12	2.2	1.1	4.3	2.2	5.7	2.8	8.0	4.0	10.5	5.2	11.3	5.7	10,12
16,18	5.0	2.5	9.7	4.9	12.7	6.4	18.0	9.0	23.5	11.8	25.5	12.7	16,18
20	6.1	3.1	12.0	6.0	15.7	7.9	22.2	11.1	29.2	14.5	31.4	15.7	20
24	8.2	4.4	17.3	8.7	22.6	11.3	32.0	16.0	41.8	20.9	45.2	22.6	24
30	10.5	5.2	20.3	10.1	26.5	13.3	37.5	18.8	49.0	24.5	53.1	26.5	30
36	14.9	7.5	29.2	14.6	38.2	19.1	54.0	27.0	70.5	35.3	78.4	38.2	36
42	20.3	10.1	39.8	19.9	52.0	26.0	73.5	36.7	96.0	48.0	104.0	52.0	42
48	26.5	13.2	51.9	26.0	67.9	33.9	96.0	48.0	126.0	62.7	136.0	67.9	48
54	33.5	16.8	65.7	32.9	85.9	42.9	122.0	60.7	159.0	79.4	172.0	85.9	54
60	41.4	20.7	81.2	40.6	106.0	53.0	150.0	75.0	196.0	98.0	212.0	106.0	60
66	50.1	25.0	98.2	49.1	128.0	64.2	182.0	90.7	237.0	119.0	257.0	128.0	66
72	59.6	29.8	117.0	58.4	153.0	76.3	216.0	108.0	282.0	141.0	305.0	153.0	72
78	69.9	35.0	137.0	68.6	179.0	90.0	254.0	127.0	331.0	166.0	358.0	179.0	78
84	81.1	40.5	159.0	79.5	208.0	104.0	294.0	147.0	384.0	192.0	416.0	208.0	84
90	93.1	46.5	183.0	91.3	239.0	119.0	337.0	169.0	441.0	221.0	477.0	239.0	90
96	106.0	53.0	208.0	104.0	272.0	136.0	384.0	192.0	502.0	251.0	543.0	272.0	96

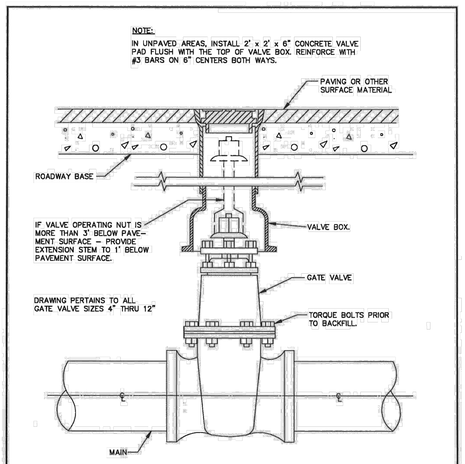
VERTICAL THRUST BLOCK AT PIPE BEND	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE: 502.4	
		DATE: OCT. '04	STANDARD DRAWING NO.: 4030

GENERAL NOTES FOR ALL THRUST BLOCKS:

1. CONCRETE FOR BLOCKING SHALL BE CLASS "B".
2. ALL CALCULATIONS ARE BASED ON INTERNAL PRESSURE OF 200 PSI FOR DUCTILE IRON, P.V.C., AND 150 PSI FOR CONCRETE PIPE.
3. VOLUMES OF THRUST BLOCKS ARE NET VOLUMES OF CONCRETE TO BE FURNISHED. THE CORRESPONDING WEIGHT OF THE CONCRETE (CLASS "B") IS EQUAL TO OR GREATER THAN THE VERTICAL COMPONENT OF THE THRUST ON THE VERTICAL BEND.
4. WALL THICKNESS (T) ASSUMED HERE FOR ESTIMATING PURPOSES ONLY.
5. POUR CONCRETE FOR BLOCK AGAINST UNDISTURBED EARTH.
6. DIMENSIONS MAY BE VARIED AS REQUIRED BY FIELD CONDITIONS WHERE AND AS DIRECTED BY THE ENGINEER. THE VOLUME OF CONCRETE BLOCKING SHALL NOT BE LESS THAN SHOWN HERE.
7. THE SOIL BEARING PRESSURES ARE BASED ON 1000 LBS./S.F. IN SOIL AND 2000 LBS./S.F. IN ROCK.
8. USE POLYETHYLENE WRAP OR EQUAL BETWEEN CONCRETE AND BEND, TEE, OR PLUG TO PREVENT THE CONCRETE FROM STICKING TO IT.
9. CONCRETE SHALL NOT EXTEND BEYOND JOINTS.

THRUST BLOCK GENERAL NOTES	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE: 502.4	
		DATE: OCT. '04	STANDARD DRAWING NO.: 4040

NOTE:
IN UNPAVED AREAS, INSTALL 2' x 2' x 6" CONCRETE VALVE PAD FLUSH WITH THE TOP OF VALVE BOX. REINFORCE WITH #3 BARS ON 6" CENTERS BOTH WAYS.



GATE VALVE BOX AND EXTENSION STEM
N.T.S.

GATE VALVE 4" TO 12" BOX & EXTENSION STEM	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE: 502.6.6*	
		DATE: OCT. '04	STANDARD DRAWING NO.: 4050

*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.*

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS

City of AUBREY, Denton County, Texas

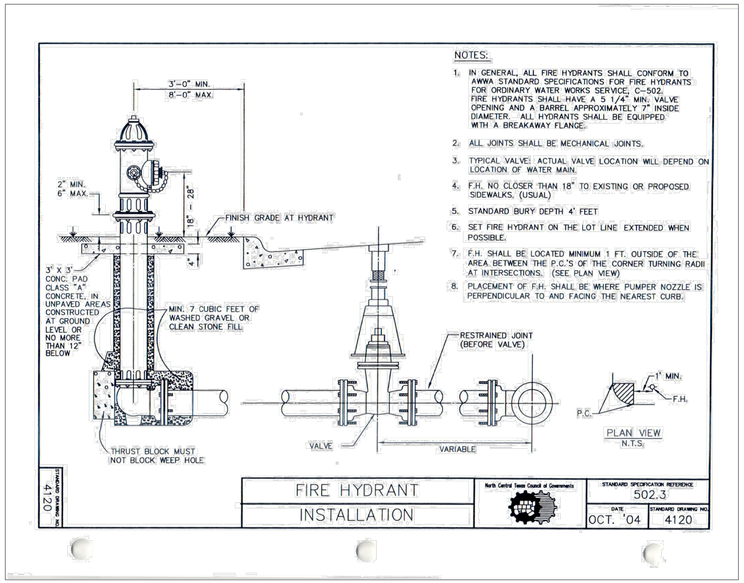
CITY DETAILS

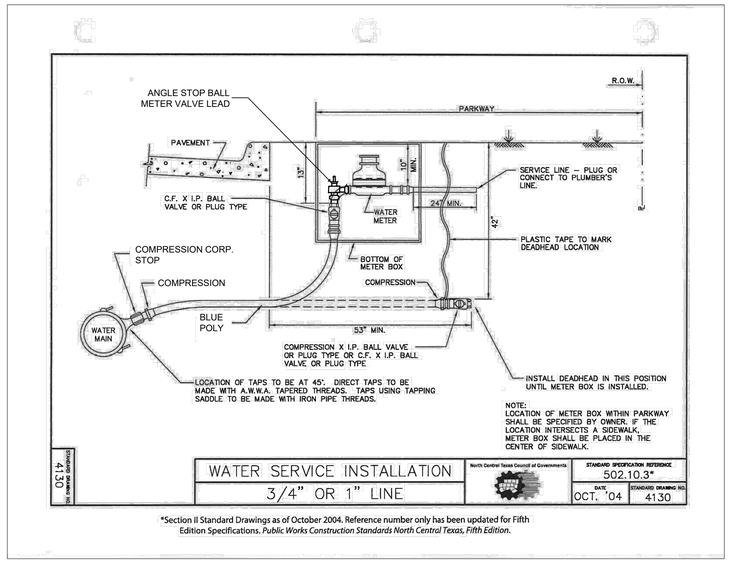
CODY D. CRANNELL 105947 LICENSED PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

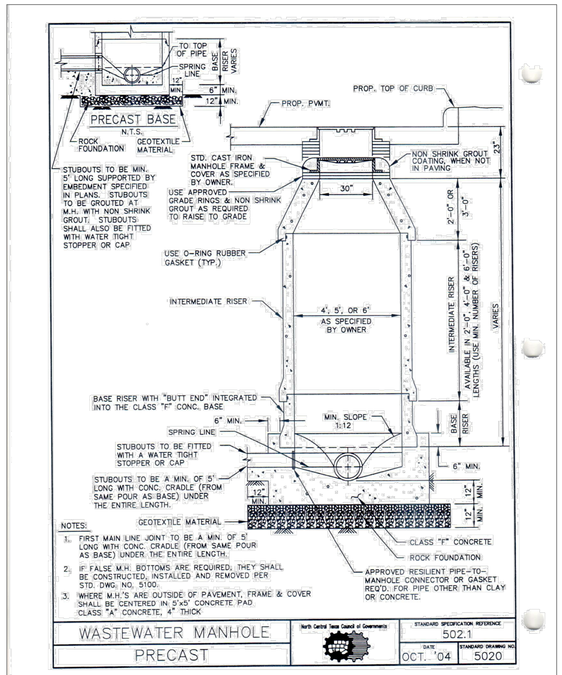
DESIGN: CCM
DRAWN: CCM
DATE: 07 / 12 / 2024
SCALE:
NOTES:
FILE:

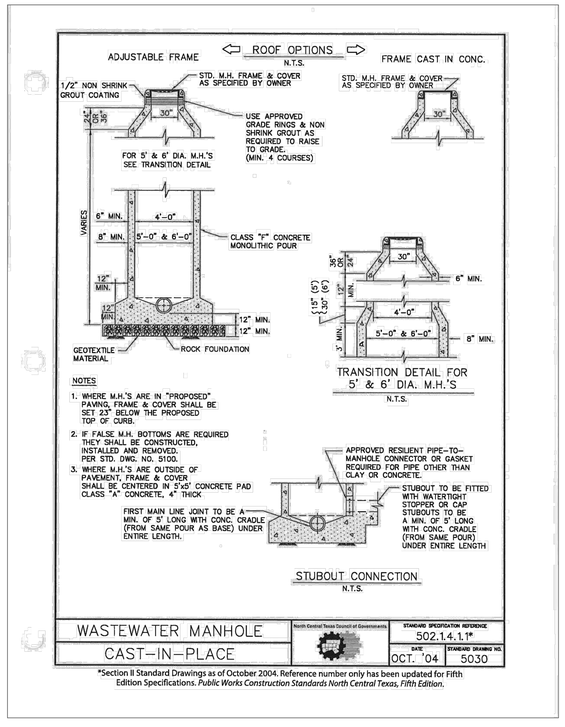
Sheet CD4 of CD7





*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.*





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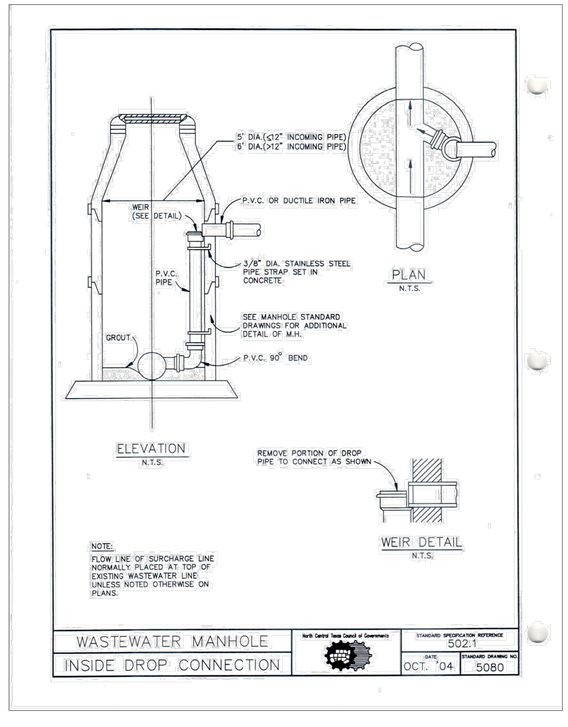

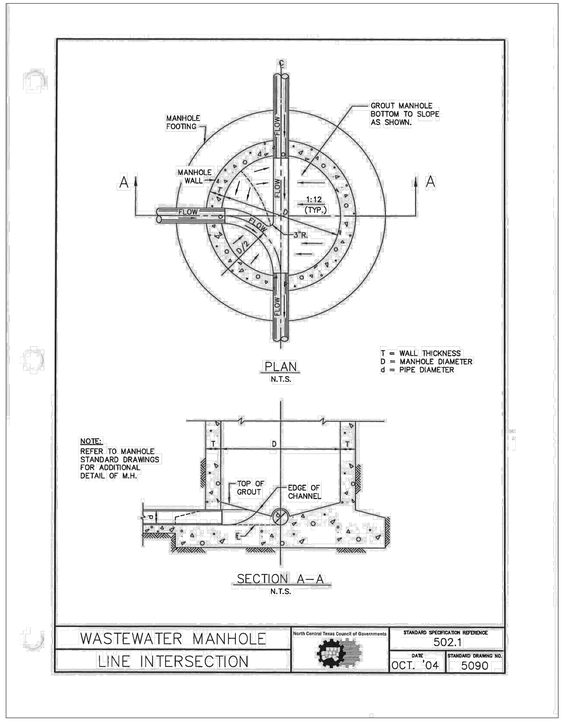

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2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605

AUBREY HEIGHTS
City of AUBREY, Denton County, Texas

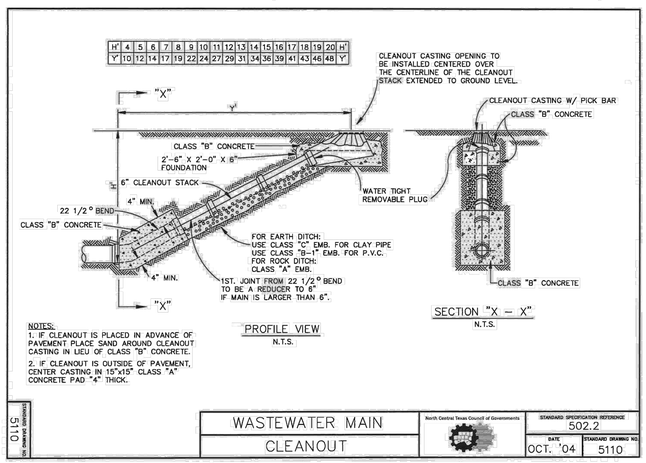
CITY DETAILS

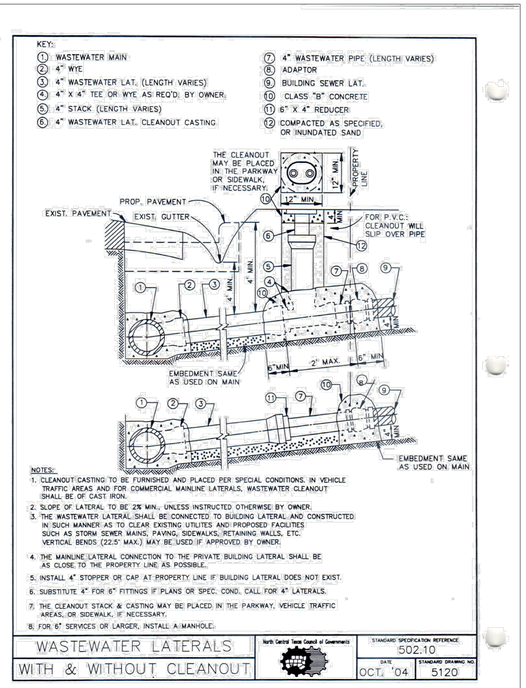
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

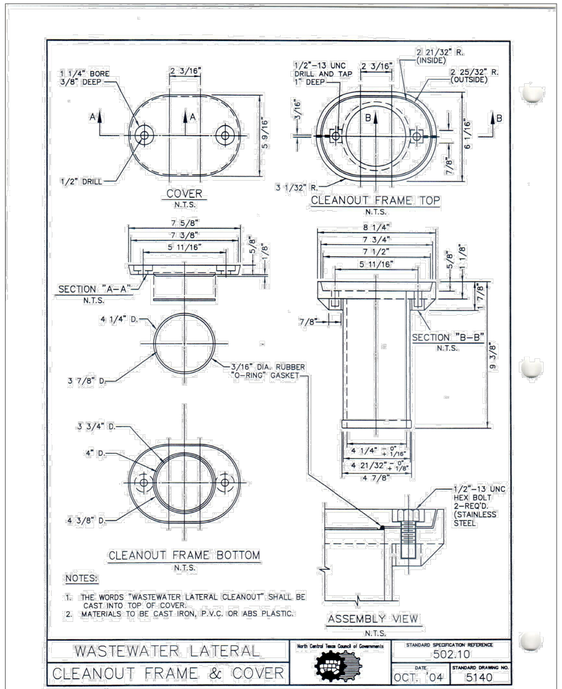
REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 07 / 12 / 2024
SCALE:
NOTES:
FILE:

Sheet CD5 of CD7







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2570 FM 407, Suite 209
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CITY DETAILS

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LICENSED PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

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DRAWN: CCM
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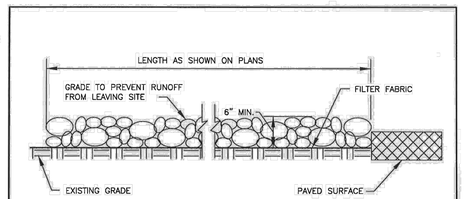
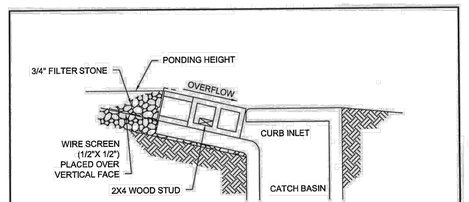
SCALE:
NOTES:
FILE:

Sheet CD6 of CD7



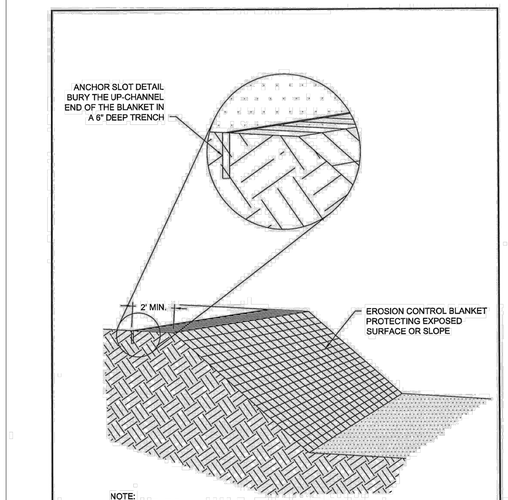
STABILIZED CONSTRUCTION ENTRANCE	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 202.11 *	DATE OCT. '04	STANDARD DRAWING NO. 1070A

*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.*



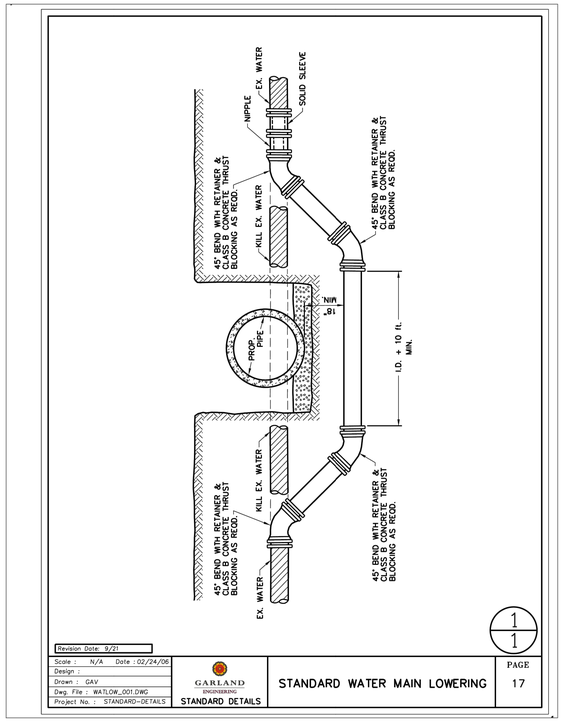
INLET PROTECTION–CURB	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 202.14 *	DATE OCT. '04	STANDARD DRAWING NO. 1140

*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.*



EROSION CONTROL BLANKETS	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE 202.15 *	DATE OCT. '04	STANDARD DRAWING NO. 1160A

*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.*



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2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
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AUBREY HEIGHTS
City of AUBREY, Denton County, Texas

CITY DETAILS

STATE OF TEXAS
CODY D. CRANNELL
105947
LICENSED
PROFESSIONAL ENGINEER
07-12-2024

REVISIONS

DESIGN: CCM
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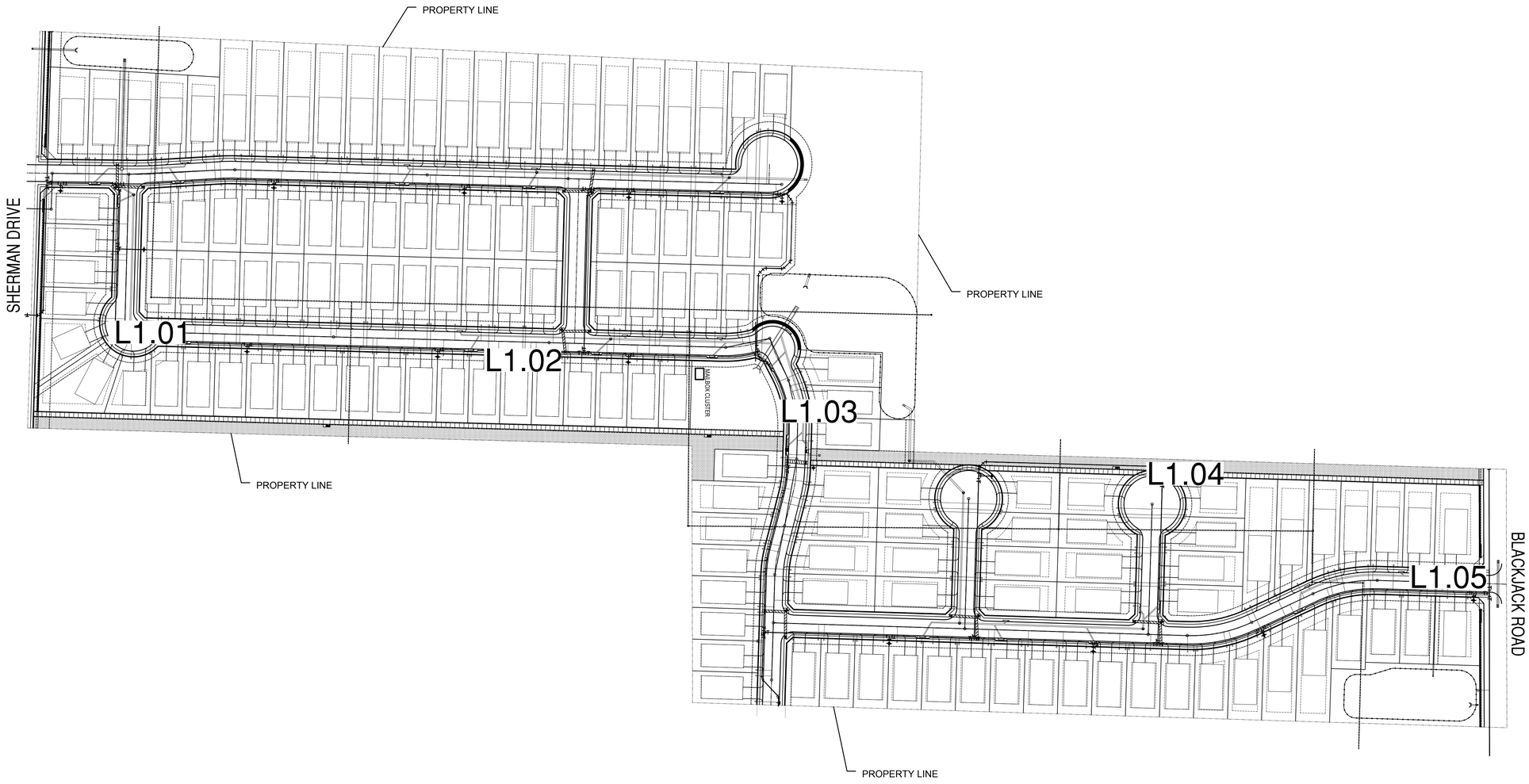
DATE: 07 / 12 / 2024
SCALE:
NOTES:
FILE:

Sheet CD7 of CD7



OVERALL LANDSCAPE PLAN
ROTATED TO FIT SHEET

0 100 200

GRAPHIC SCALE IN FEET

N

OVERALL LANDSCAPE PLAN

SCALE: 1" = 100'-0"

ISSUES:

1 07-10-24 ISSUE FOR PERMIT

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MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
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BRANDON H. BOWER
2485
STATE OF TEXAS

ISSUE FOR PERMIT

AUBREY HEIGHTS

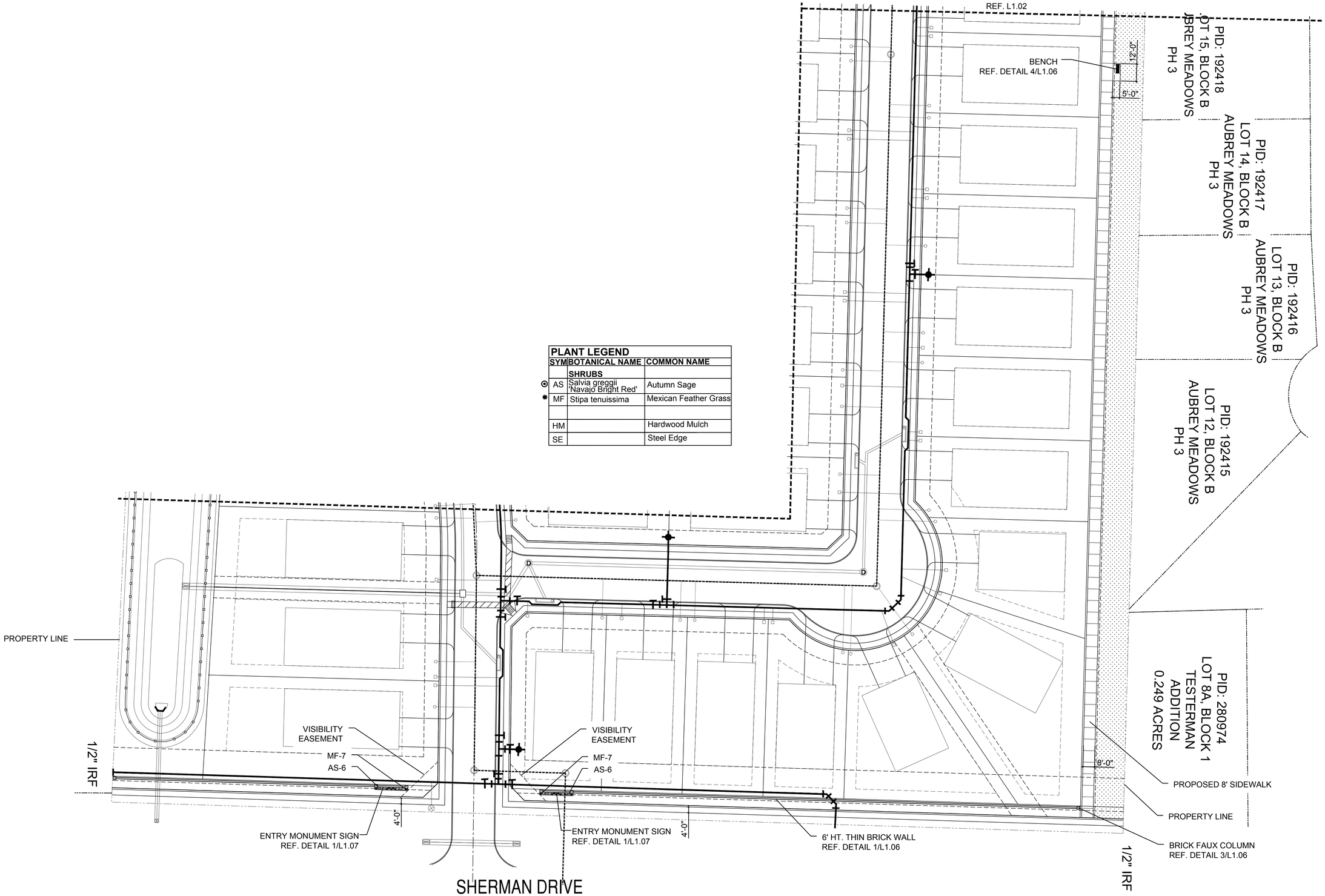
AUBREY, TEXAS

JOB NUMBER: CCM-2401

OVERALL SITE PLAN/
COMMON AREA
LANDSCAPE PLAN

L0.01

PLANT LEGEND		
SYM	BOTANICAL NAME	COMMON NAME
	SHRUBS	
AS	Salvia greggii 'Navajo Bright Red'	Autumn Sage
MF	Stipa tenuissima	Mexican Feather Grass
HM		Hardwood Mulch
SE		Steel Edge



LANDSCAPE PLAN

SCALE: 1" = 20'-0"

0 20 40

GRAPHIC SCALE IN FEET

N

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MEEKS DESIGN GROUP, INC.
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RICHARDSON, TX 75080
PH (972) 690-7474
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ISSUE FOR PERMIT

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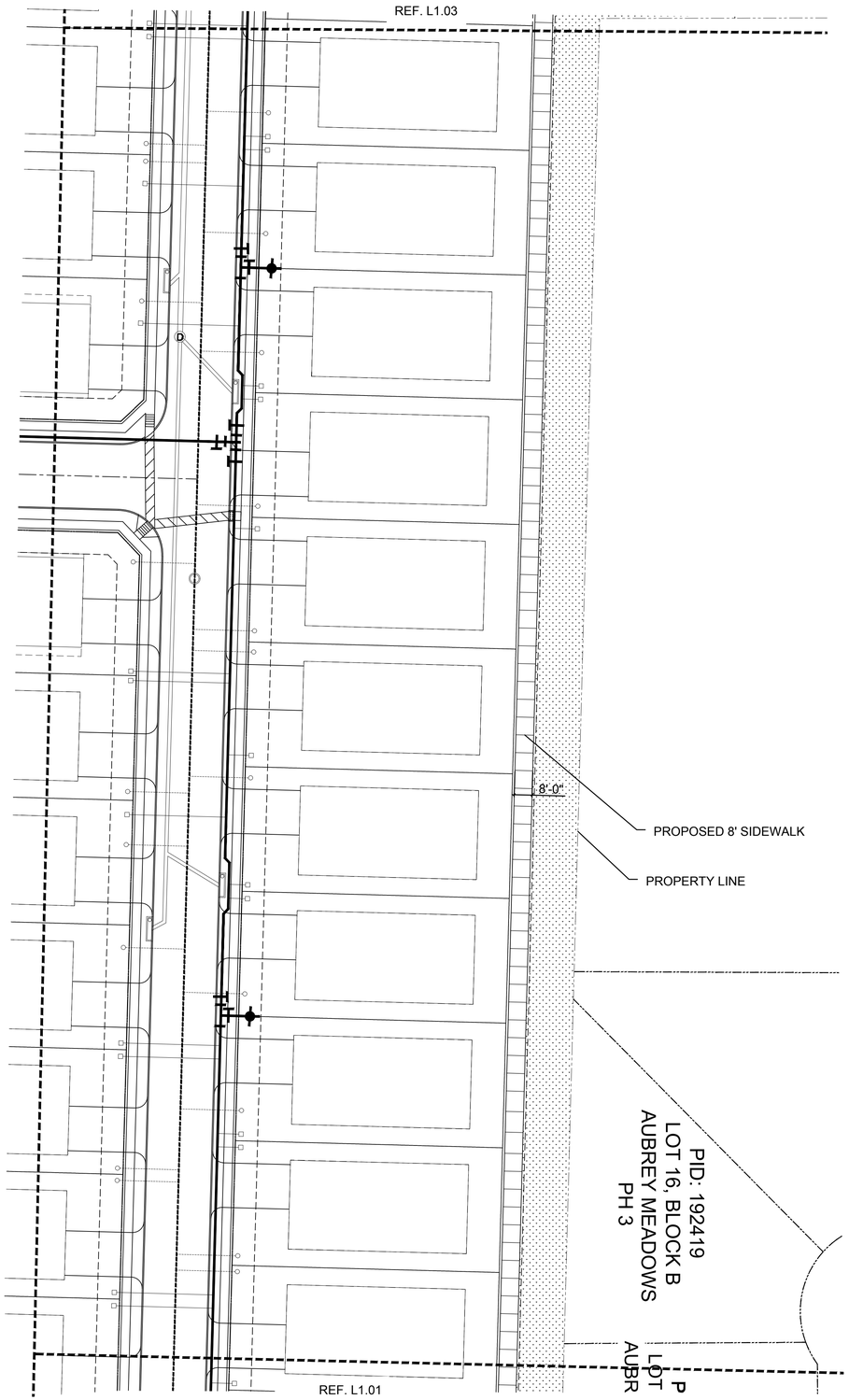
AUBREY, TEXAS

JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.01



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

0 30 60

GRAPHIC SCALE IN FEET

N

ISSUES:

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2485
STATE OF TEXAS

ISSUE FOR PERMIT

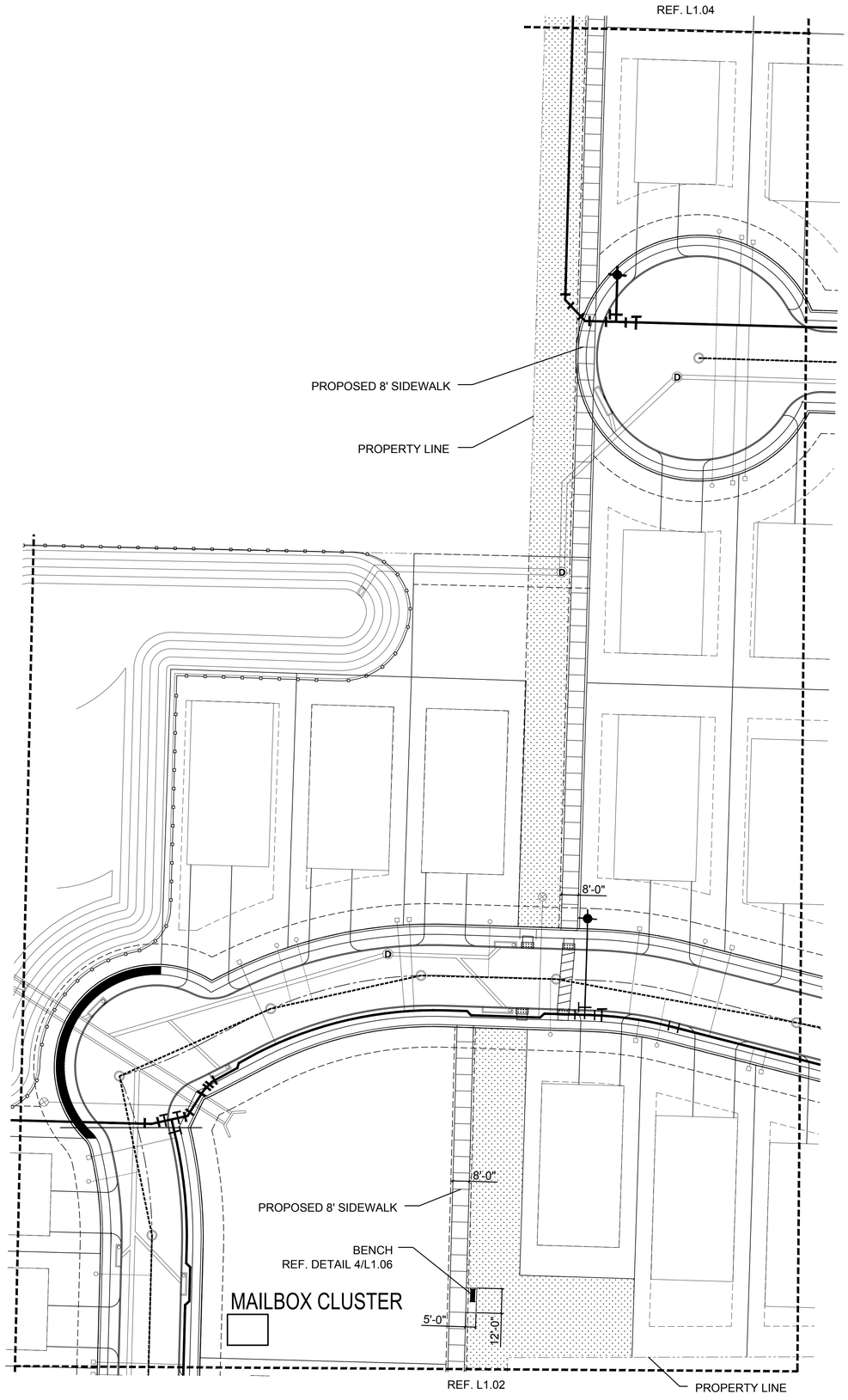
AUBREY HEIGHTS

AUBREY, TEXAS

JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.02



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

0 30 60

GRAPHIC SCALE IN FEET

N

ISSUES:

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RICHARDSON, TX 75080
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F (972) 690-7878

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2485
STATE OF TEXAS

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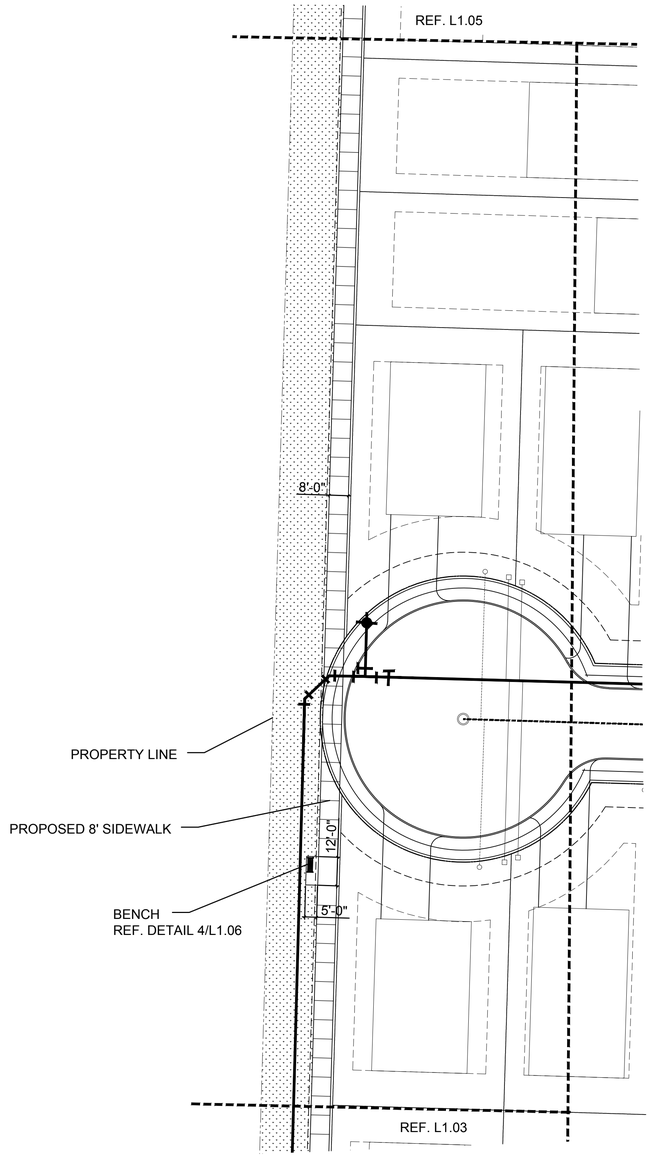
AUBREY HEIGHTS

AUBREY, TEXAS

JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.03



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

0 30 60

GRAPHIC SCALE IN FEET

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ISSUES:

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RICHARDSON, TX 75080
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F (972) 690-7878

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STATE OF TEXAS

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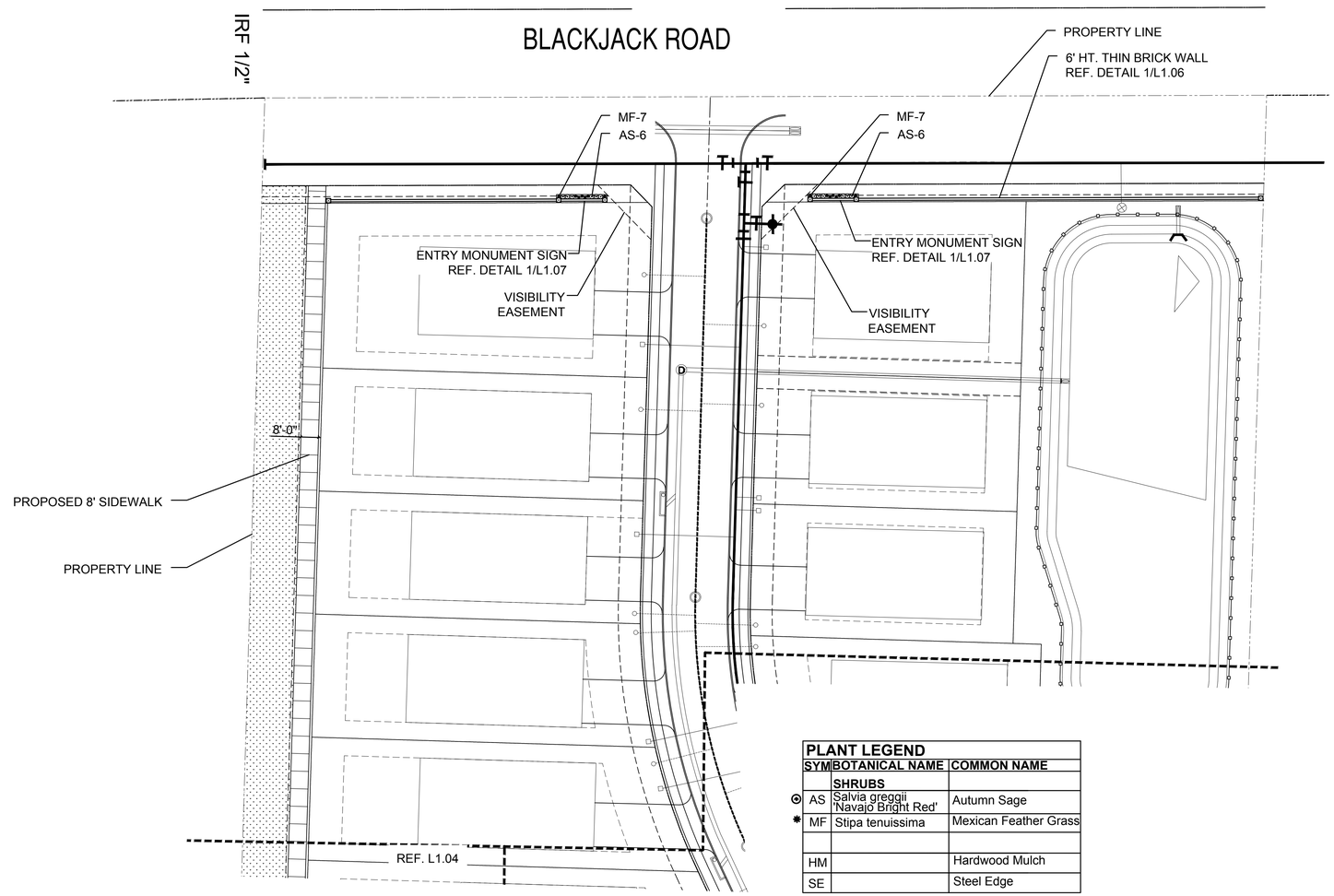
AUBREY, TEXAS

JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.04



PLANT LEGEND			
SYM	BOTANICAL NAME	COMMON NAME	
	SHRUBS		
⊙ AS	Salvia greggii 'Navajo Bright Red'	Autumn Sage	
✱ MF	Stipa tenuissima	Mexican Feather Grass	
HM		Hardwood Mulch	
SE		Steel Edge	

LANDSCAPE PLAN

SCALE: 1" = 20'-0"

0 20 40

GRAPHIC SCALE IN FEET

N

ISSUES:
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MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

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ISSUE FOR PERMIT

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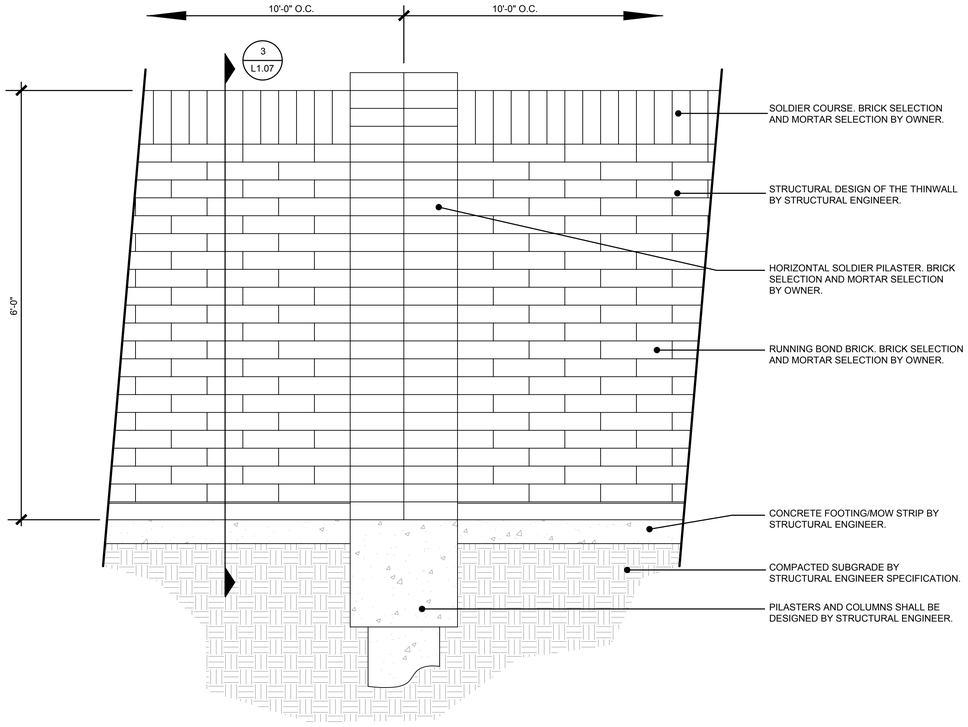
AUBREY, TEXAS

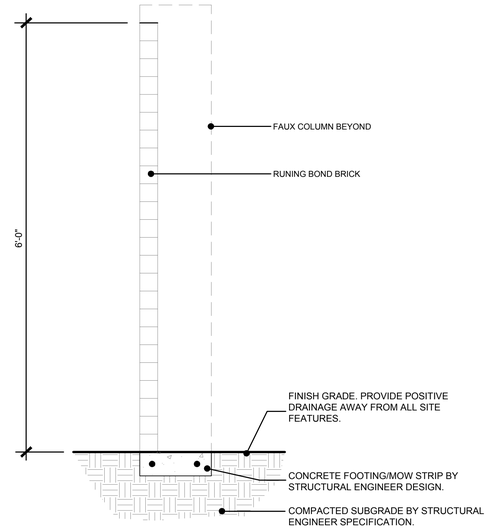
JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.05

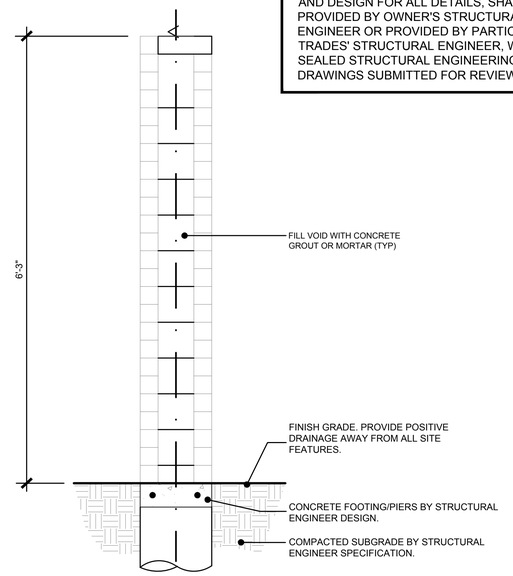


1 6'-0" HT. BRICK THINWALL ELEVATION
1"=1'-0"



NOTE: ON SLOPING TERRIAN, KEEP THE TOP AND BOTTOM BRICK LEVEL. STEP SCREENWALL AS REQUIRED, UP OR DOWN, IN 6" OR 12" MAXIMUM PER STEP.

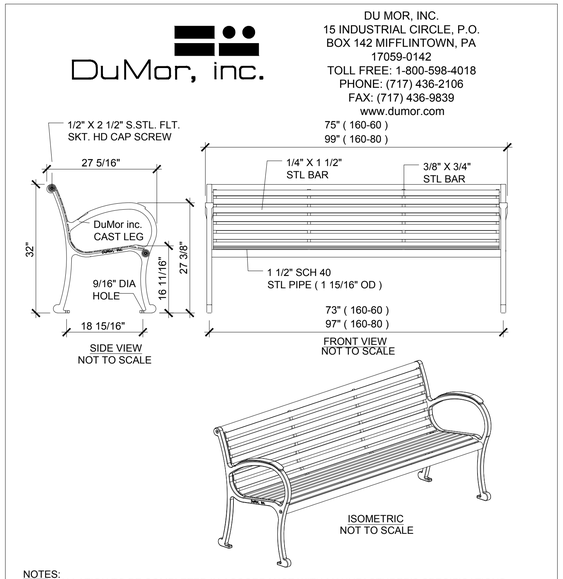
2 6'-0" HT. BRICK THIN WALL SECTION
1"=1'-0"



NOTE: ON SLOPING TERRIAN, KEEP THE TOP AND BOTTOM BRICK LEVEL. STEP SCREENWALL AS REQUIRED, UP OR DOWN, IN 6" OR 12" MAXIMUM PER STEP.

3 BRICK FAUX COLUMN
1"=1'-0"

STRUCTURAL ENGINEERING REQUIREMENTS AND DESIGN FOR ALL DETAILS, SHALL BE PROVIDED BY OWNER'S STRUCTURAL ENGINEER OR PROVIDED BY PARTICULAR TRADES' STRUCTURAL ENGINEER, WITH SEALED STRUCTURAL ENGINEERING DRAWINGS SUBMITTED FOR REVIEW.



NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
4. BENCH IS SHIPPED UNASSEMBLED.
5. 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
6. CONTRACTOR'S NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 017-237.

160 SERIES STEEL BENCH
NOT TO SCALE

017-237 REVISION DATE 04/21/2015

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4 BENCH

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MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

REGISTERED LANDSCAPE ARCHITECT
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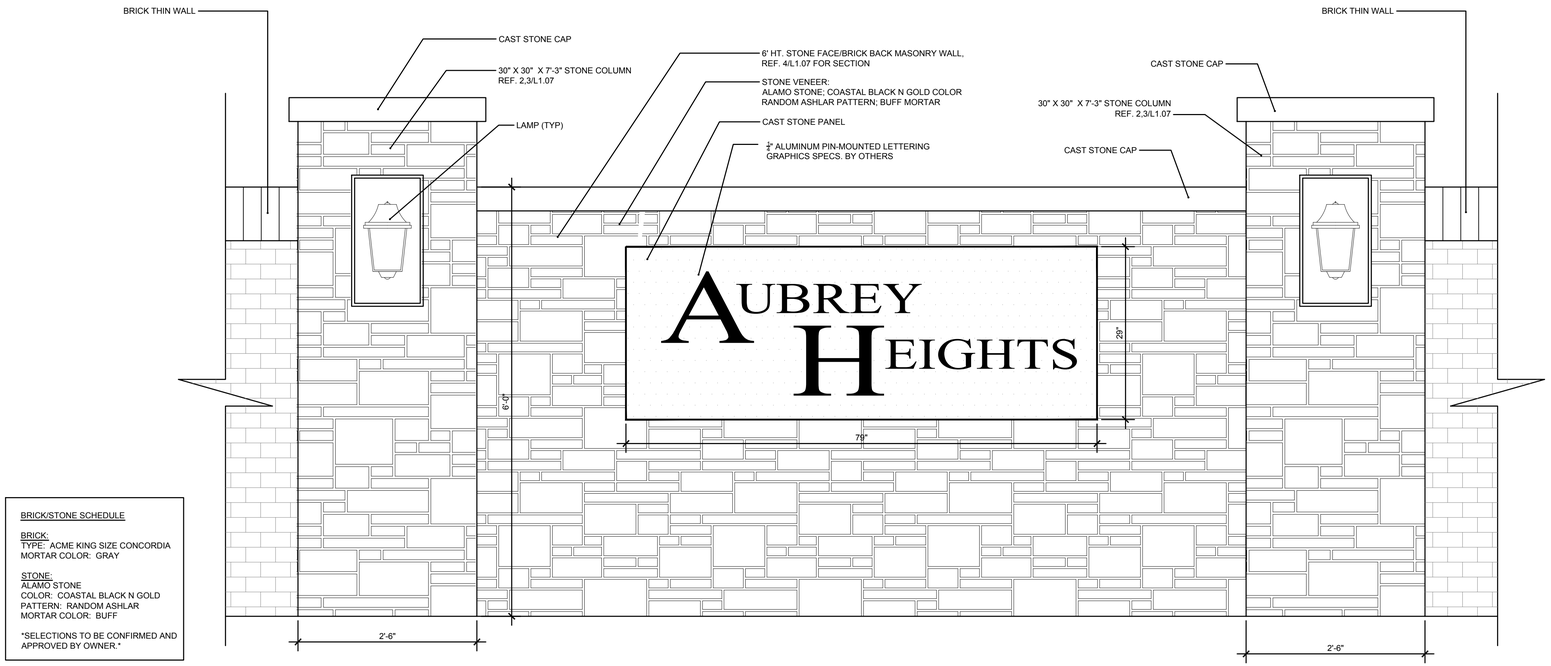
2485
STATE OF TEXAS

ISSUE FOR PERMIT

AUBREY HEIGHTS
AUBREY, TEXAS
JOB NUMBER: CCM-2401

CONSTRUCTION DETAILS

L1.06



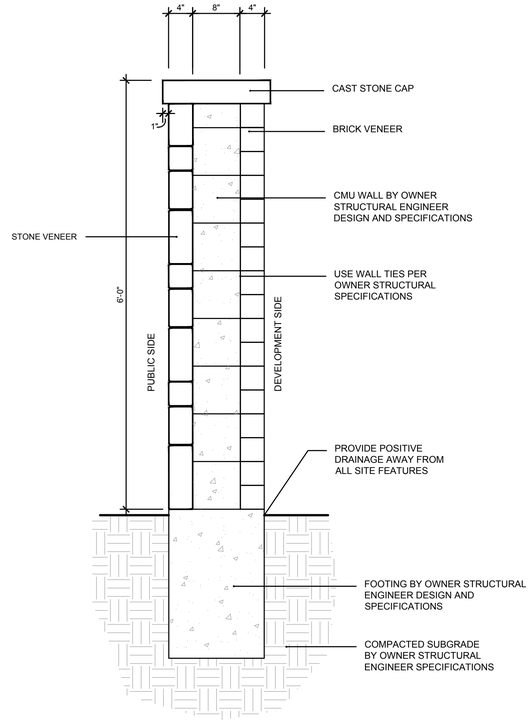
BRICK/STONE SCHEDULE

BRICK:
TYPE: ACME KING SIZE CONCORDIA
MORTAR COLOR: GRAY

STONE:
ALAMO STONE
COLOR: COASTAL BLACK N GOLD
PATTERN: RANDOM ASHLAR
MORTAR COLOR: BUFF

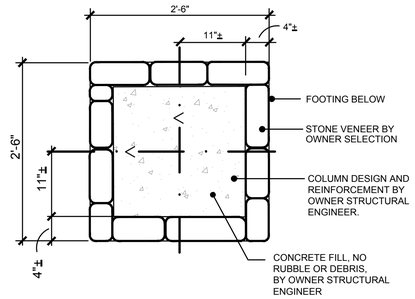
SELECTIONS TO BE CONFIRMED AND APPROVED BY OWNER.

1 6' HT. MASONRY WALL W/ MONUMENT LETTERING - ELEVATION
1"=1'-0"

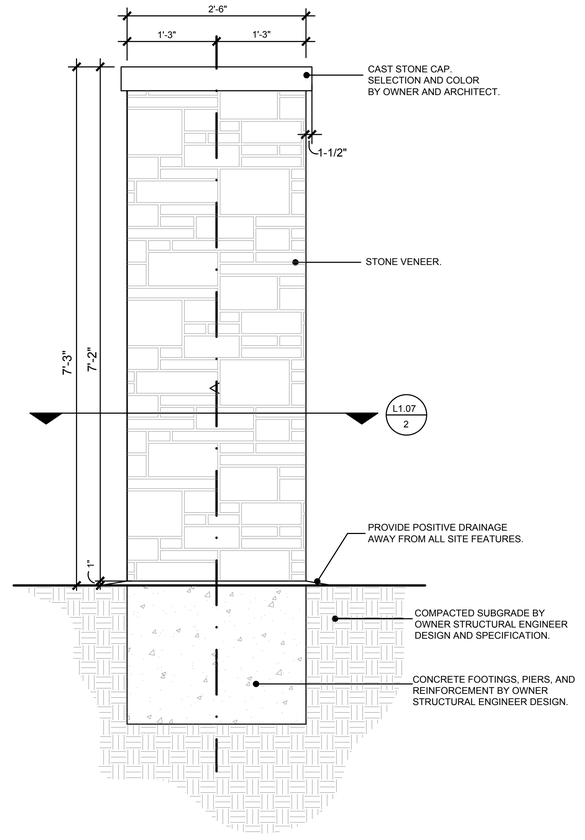


4 6'-0" HT. MASONRY WALL SECTION
SCALE: 1"=1'-0"

STRUCTURAL ENGINEERING REQUIREMENTS AND DESIGN FOR ALL DETAILS, SHALL BE PROVIDED BY OWNER'S STRUCTURAL ENGINEER OR PROVIDED BY PARTICULAR TRADES' STRUCTURAL ENGINEER, WITH SEALED STRUCTURAL ENGINEERING DRAWINGS SUBMITTED FOR REVIEW.



2 BRICK COLUMN SECTION
SCALE: 1"=1'-0"



3 BRICK COLUMN ELEVATION
SCALE: 1"=1'-0"

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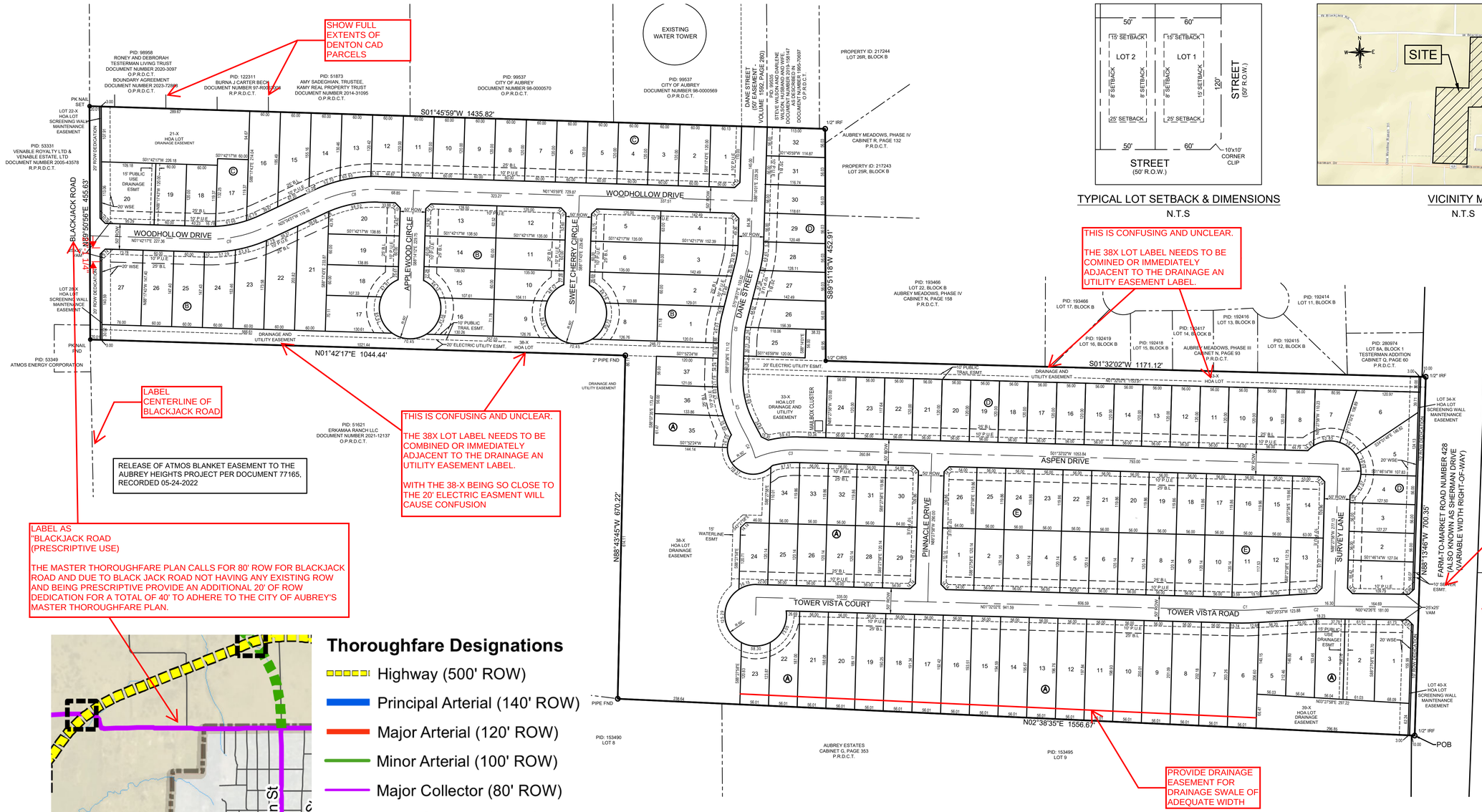
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

BRANDON H. BROOKER
REGISTERED LANDSCAPE ARCHITECT
2485
STATE OF TEXAS

ISSUE FOR PERMIT

AUBREY HEIGHTS
AUBREY, TEXAS
JOB NUMBER: CCM-2401
CONSTRUCTION DETAILS

L1.07

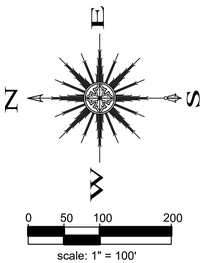


TYPICAL LOT SETBACK & DIMENSIONS

N.T.S

VICINITY MAP

N.T.S



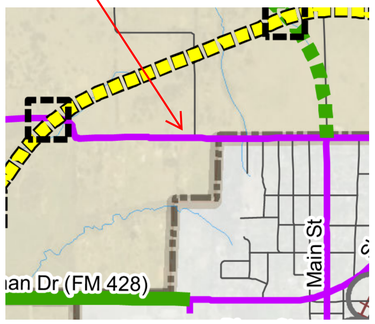
LEGEND

PROPOSED CENTER LINE	
PUE	PUBLIC UTILITY EASEMENT
WSE	WATER & SEWER EASEMENT
VAM	25'x25' VISIBILITY EASEMENT

Curve Table			
Curve #	Length	Radius	Delta
C1	25.53	25.53	004.8763
C2	21.20	21.20	004.0495
C3	85.55	85.55	024.5074
C4	41.64	41.64	011.9287
C5	102.40	102.40	029.3340
C6	43.58	43.58	012.4860
C7	43.96	43.96	012.5927
C8	117.08	117.08	026.8335
C9	116.81	116.81	026.7717

LABEL AS 'BLACKJACK ROAD (PRESCRIPTIVE USE)

THE MASTER THOROUGHFARE PLAN CALLS FOR 80' ROW FOR BLACKJACK ROAD AND DUE TO BLACK JACK ROAD NOT HAVING ANY EXISTING ROW AND BEING PRESCRIPTIVE PROVIDE AN ADDITIONAL 20' OF ROW DEDICATION FOR A TOTAL OF 40' TO ADHERE TO THE CITY OF AUBREY'S MASTER THOROUGHFARE PLAN.



Thoroughfare Designations

- Highway (500' ROW)
- Principal Arterial (140' ROW)
- Major Arterial (120' ROW)
- Minor Arterial (100' ROW)
- Major Collector (80' ROW)
- Minor Collector (60' ROW)
- Existing Roadway

GENERAL NOTES:

1. Corner lots with a width less than 65 feet are to be at least five feet wider than the average of interior lots in the block. Corner Lots with a width less than 75 feet adjacent to a Major Collector or Thoroughfare shall be at least 15 feet wider than the average of interior lots in the block.
2. All X lots are to be owned and maintained by the HOA.
3. Fire hydrants shall be installed to the standards of the City of Aubrey, Texas.
4. Minimum 4' sidewalks shall be constructed by homebuilder on both sides of the street
5. Street lights shall be provided at all intersections, along the blocks at a maximum 600-ft spacing and at all cluster mailbox locations.
6. Per approved development agreement, a 10' public trail is to be constructed along HOA Lots 33-X and 38-X
7. All existing structures, with the exception of power poles will be removed
8. "According to FEMA Rate Map No. 48121C0265G, the subject property lies within Zone X (unshaded), designated as those areas outside the 0.2% annual change floodplain"
9. Screening wall and landscaping along Farm-to-Market Road Number 428/Sherman Drive and Blackjack Road shall be maintained by HOA.
10. The City of Aubrey is not responsible for maintaining drainage easements.

Utility Providers:

CoServ
7701 South Stemmons
Denton, Tx 7620
940-321-7800

TNMP
Texas New Mexico Power
815 Office Park Circle
Lewisville, Texas 75057

AT&T
211 South Akard Street
Dallas, Tx 75202
Tyson Pate @ 214-577-7333

Water and Sewer by : City of Aubrey

BHC Fourth Review
06-27-2024

Fourth review of the Aubrey Heights Final Plat 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.

Gary C. Hendricks, P.E., R.P.L.S.
James Jacobs, E.I.T

FINAL PLAT

AUBREY HEIGHTS

BEING LOTS 1-37, BLOCK A,
LOTS 1-27, BLOCK B,
LOTS 1-20, BLOCK C,
LOTS 1-32, BLOCK D,
LOTS 1-26, BLOCK E
& 8-X LOTS

39.511 ACRES
SITUATED IN THE
J. FISHER SURVEY,
ABSTRACT NUMBER 432
IN THE
CITY OF AUBREY
DENTON COUNTY, TEXAS

JUNE 2024

SHEET 1 OF 2

OWNER:

ROGER & LISA PRIER
1306 MORROW ROAD
VALLEY VIEW, TX 76272
(817) 929-4848

SURVEYOR

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
CONTACT: CRYSTAL ROBERTSON

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2570 JUSTIN ROAD #209
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(972) 691-6633
TBPE FIRM # 605
TBLS FIRM # 10194794

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.26	A
2	0.22	A
3	0.20	A
4	0.19	A
5	0.27	A
6	0.26	A
7	0.26	A
8	0.26	A
9	0.26	A
10	0.26	A
11	0.26	A
12	0.25	A
13	0.25	A
14	0.25	A
15	0.25	A
16	0.25	A
17	0.25	A
18	0.25	A
19	0.24	A
20	0.24	A

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.24	A
22	0.21	A
23	0.15	A
24	0.16	A
25	0.15	A
26	0.15	A
27	0.15	A
28	0.15	A
29	0.18	A
30	0.17	A
31	0.15	A
32	0.15	A
33	0.15	A
34	0.15	A
35	0.20	A
36	0.16	A
37	0.15	A
38-X	2.90	A-1
39-X	0.36	A-1

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.20	B
2	0.19	B
3	0.20	B
4	0.22	B
5	0.19	B
6	0.19	B
7	0.17	B
8	0.17	B
9	0.17	B
10	0.17	B
11	0.19	B
12	0.19	B
13	0.20	B
14	0.19	B
15	0.18	B
16	0.18	B
17	0.18	B
18	0.18	B
19	0.19	B
20	0.19	B

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.30	B
22	0.26	B
23	0.22	B
24	0.21	B
25	0.20	B
26-X	0.20	B
27-X	0.27	B

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.16	C
2	0.17	C
3	0.17	C
4	0.17	C
6	0.17	C
7	0.17	C
8	0.17	C
9	0.17	C
10	0.17	C
11	0.17	C
12	0.17	C
13	0.17	C
14	0.19	C
15	0.23	C
16	0.28	C
17	0.18	C
18	0.17	C
19	0.17	C
20	0.29	C
21	0.70	C -X

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.19	D
2	0.17	D
3	0.17	D
4	0.16	D
5	0.22	D
6	0.27	D
7	0.15	D
8	0.15	D
9	0.15	D
10	0.15	D
11	0.15	D
12	0.15	D
13	0.15	D
14	0.15	D
15	0.15	D
16	0.15	D
17	0.15	D
18	0.15	D
19	0.15	D
20	0.15	D

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.15	D
22	0.15	D
23	0.15	D
24	0.15	D
25	0.15	D
26	0.19	D
27	0.17	D
28	0.16	D
29	0.15	D
30	0.15	D
31	0.15	D
32-X	0.15	D
33-X	0.61	D

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.18	E
2	0.15	E
3	0.15	E
4	0.15	E
5	0.15	E
6	0.15	E
7	0.15	E
8	0.15	E
9	0.15	E
10	0.15	E
11	0.15	E
12	0.15	E
13	0.16	E
14	0.17	E
15	0.15	E
16	0.15	E
17	0.15	E
18	0.15	E
19	0.15	E
20	0.15	E

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.15	E
22	0.15	E
23	0.15	E
24	0.15	E
25	0.15	E
26	0.17	E

X LOTS		
LOT	BLOCK	PURPOSE
38-X	A	DRAINAGE
39-X	A	DRAINAGE
40-X	A	SCREENING WALL
28-X	B	SCREENING WALL
21-X	C	DRAINAGE
22-X	C	SCREENING WALL
33-X	D	UTILITY & DRAINAGE
34-X	D	SCREENING WALL

TOTAL ACREAGE: 39.51
SINGLE FAMILY ACREAGE: 34.80
X-LOT ACREAGE: 4.71

CoSERV

The location and width of the (electric and/or gas) easements shown on this plat are acceptable to CoSERV

_____
NAME, TITLE DATE

AT&T

The location and width of the (telephone and or cable) easements shown on this plat are acceptable to AT&T

_____
NAME, TITLE DATE

TNMP

The location and width of the (electric) easements shown on this plat are acceptable to TNMP

_____
NAME, TITLE DATE

STATE OF TEXAS §
COUNTY OF DENTON §

THAT, We, Roger Prier and Lisa Prier, being the owners of that certain tract of land hereinafter described as follows:

BEING all of that certain tract or parcel of land situated in the J. Fisher Survey, Abstract No. 432, Denton County, Texas, and being all of that certain tract described in deed to Roger Prier and Lisa Prier, recorded in Instrument Number 2023-83590, Official Public Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Prier tract, and being on the north right-of-way line of FM 428 - Sherman Drive;

THENCE North 02°38'35" East, with the westerly line of said Prier acre tract, a distance of 1556.67 feet to 2 inch pipe fence corner post for the northwest corner of said Prier acre tract;

THENCE North 88°43'45" West, with the northerly line of said Prier acre tract, a distance of 670.22 feet to 2 inch pipe fence corner post for the northeast corner of said Prier acre tract and being on the westerly line of said 14.98 acre tract;

THENCE North 01°42'17" East, with the westerly line of said 14.98 acre tract, a distance of 1044.44 feet to a pk nail found for the northwest corner of said 14.98 acre tract, and being in Blackjack Road;

THENCE North 89°50'56" East, along Blackjack Road with the northerly line of said 14.98 acre tract, a distance of 455.63 feet to a mag nail set for the northeast corner of said 14.98 acre tract, and being in Blackjack Road;

THENCE South 01°45'59" West, with the easterly line of said 14.98 acre tract a distance of 1435.82 feet to a 1/2 inch iron rod found for the southeast corner of said 14.98 acre tract;

THENCE South 89°51'18" West, with the southerly line of said 14.98 acre tract, a distance of 452.91 feet to a 1/2 inch iron rod set with plastic cap stamped 6677 for the southwest corner of said 14.98 acre tract and being on the easterly line of said Prier acre tract;

THENCE South 01°32'02" West, with the easterly line of said Prier acre tract, a distance of 1171.12 feet to a 1/2 inch iron rod found for the southeast corner of said Prier acre tract, and being on the north right-of-way line of FM 428 - Sherman Drive;

THENCE North 88°13'46" West, with the southerly line of said Prier acre tract, a distance of 700.35 feet to the POINT OF BEGINNING and enclosing 39.511 acres of land.

SURVEYOR'S CERTIFICATE:

This is to certify that I, Crystal Robertson, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corners monuments shown thereon as set were properly placed under my supervision in accordance with the Development Ordinance of the City of Aubrey.

FOR REVIEW ONLY
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

_____
Crystal Robertson
Registered Professional Land Surveyor #5447

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Crystal Robertson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

_____
Notary Public in and for the State of Texas

OWNER'S CERTIFICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS my hand this the _____ day of _____, 2024

_____
Roger Prier

_____
Lisa Prier

STATE OF:
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for _____ County

My Commission Expires: _____

STATE OF:
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for _____ County

My Commission Expires: _____

CERTIFICATE OF FINAL PLAT APPROVAL

This Final Plat was reviewed and approved by the City Council of the City of Aubrey, Texas the_____ day of _____, 2024

_____
Chris Rich, Mayor, City of Aubrey, Texas

FINAL PLAT
AUBREY HEIGHTS

BEING LOTS 1-37, BLOCK A,
LOTS 1-27, BLOCK B,
LOTS 1-20, BLOCK C,
LOTS 1-32, BLOCK D,
LOTS 1-26, BLOCK E
& 8-X LOTS

39.511 ACRES
SITUATED IN THE
J. FISHER SURVEY, ABSTRACT NO. 432
IN THE
CITY OF AUBREY
DENTON COUNTY, TEXAS

JUNE 2024

SHEET 2 OF 2

OWNER:

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VALLEY VIEW, TX 76272
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SURVEYOR

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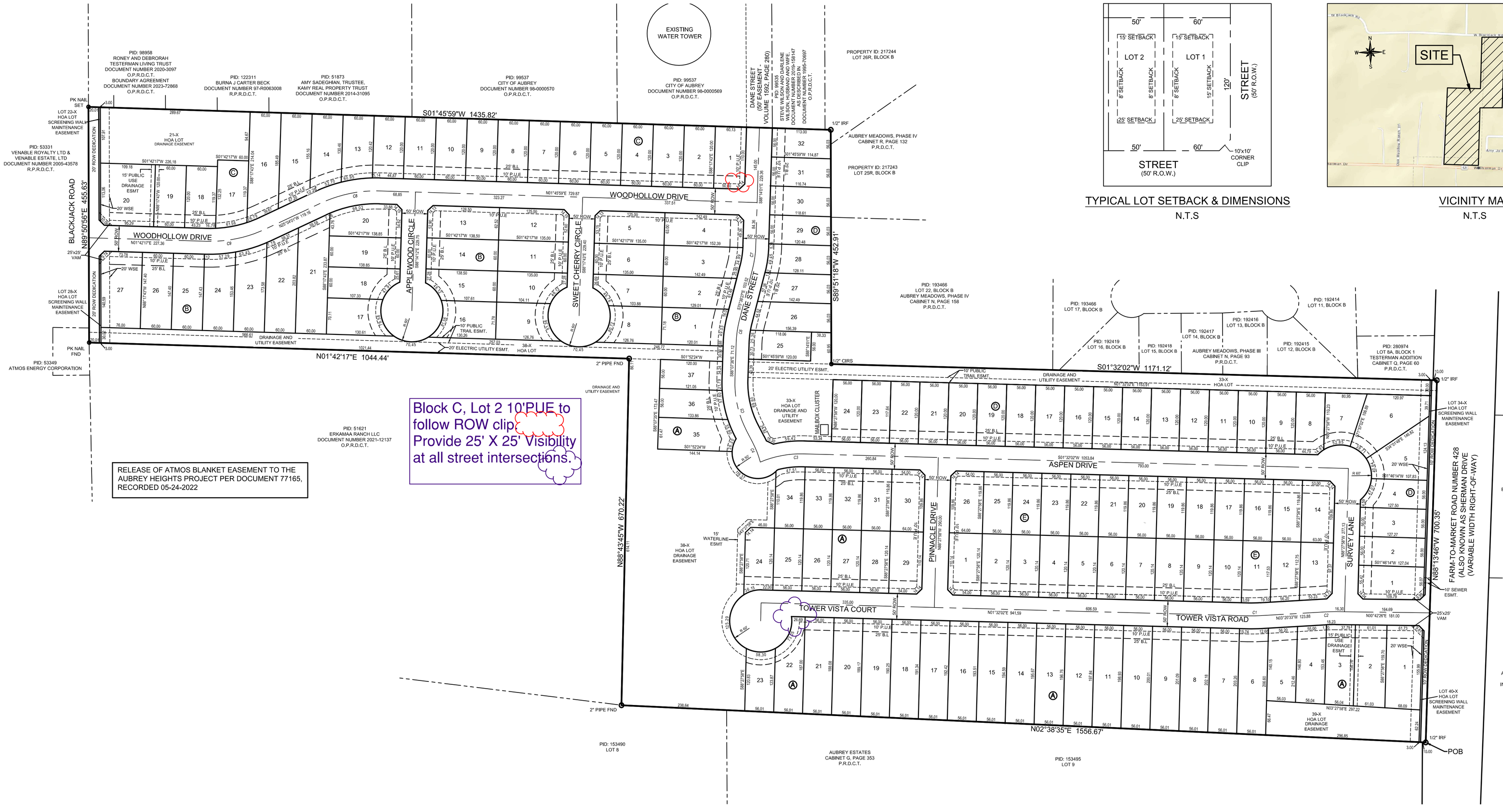
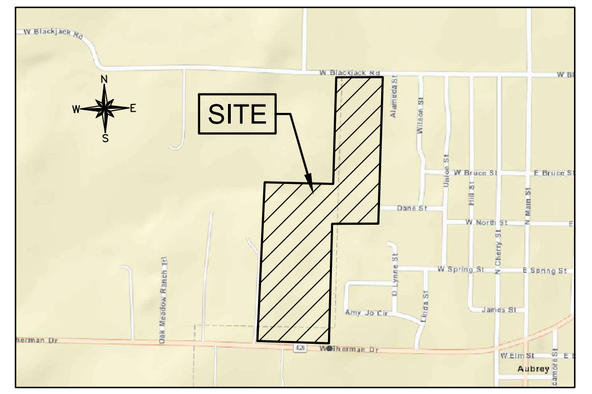


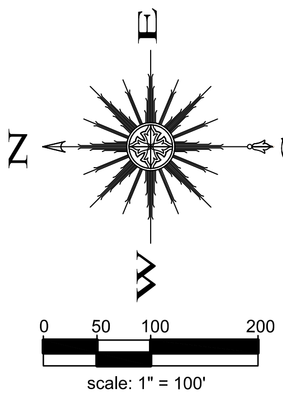
TYPICAL LOT SETBACK & DIMENSIONS

N.T.S



VICINITY MAP

N.T.S



LEGEND

— — —	PROPOSED CENTER LINE
PUE	PUBLIC UTILITY EASEMENT
WSE	WATER & SEWER EASEMENT
VAM	25'x25' VISIBILITY EASEMENT

Curve Table			
Curve #	Length	Radius	Delta
C1	25.53	25.53	004.8763
C2	21.20	21.20	004.0495
C3	85.55	85.55	024.5074
C4	41.64	41.64	011.9287
C5	102.40	102.40	029.3340
C6	43.58	43.58	012.4860
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C8	117.08	117.08	026.8335
C9	116.81	116.81	026.7717

GENERAL NOTES:

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Tyson Pate @ 214-577-7333

Water and Sewer by : City of Aubrey

FINAL PLAT
AUBREY HEIGHTS

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Page 457 of 572

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.26	A
2	0.22	A
3	0.20	A
4	0.19	A
5	0.27	A
6	0.26	A
7	0.26	A
8	0.26	A
9	0.26	A
10	0.26	A
11	0.26	A
12	0.25	A
13	0.25	A
14	0.25	A
15	0.25	A
16	0.25	A
17	0.25	A
18	0.25	A
19	0.24	A
20	0.24	A

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.24	A
22	0.21	A
23	0.15	A
24	0.16	A
25	0.15	A
26	0.15	A
27	0.15	A
28	0.15	A
29	0.18	A
30	0.17	A
31	0.15	A
32	0.15	A
33	0.15	A
34	0.15	A
35	0.20	A
36	0.16	A
37	0.15	A
38-X	2.90	A-1
39-X	0.36	A-1

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.20	B
2	0.19	B
3	0.20	B
4	0.22	B
5	0.19	B
6	0.19	B
7	0.17	B
8	0.17	B
9	0.17	B
10	0.17	B
11	0.19	B
12	0.19	B
13	0.20	B
14	0.19	B
15	0.18	B
16	0.18	B
17	0.18	B
18	0.18	B
19	0.19	B
20	0.19	B

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.30	B
22	0.26	B
23	0.22	B
24	0.21	B
25	0.20	B
26-X	0.20	B
27-X	0.27	B

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.16	C
2	0.17	C
3	0.17	C
4	0.17	C
6	0.17	C
7	0.17	C
8	0.17	C
9	0.17	C
10	0.17	C
11	0.17	C
12	0.17	C
13	0.17	C
14	0.19	C
15	0.23	C
16	0.28	C
17	0.18	C
18	0.17	C
19	0.17	C
20	0.29	C
21	0.70	C -X

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.19	D
2	0.17	D
3	0.17	D
4	0.16	D
5	0.22	D
6	0.27	D
7	0.15	D
8	0.15	D
9	0.15	D
10	0.15	D
11	0.15	D
12	0.15	D
13	0.15	D
14	0.15	D
15	0.15	D
16	0.15	D
17	0.15	D
18	0.15	D
19	0.15	D
20	0.15	D

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.15	D
22	0.15	D
23	0.15	D
24	0.15	D
25	0.15	D
26	0.19	D
27	0.17	D
28	0.16	D
29	0.15	D
30	0.15	D
31	0.15	D
32-X	0.15	D
33-X	0.61	D

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.18	E
2	0.15	E
3	0.15	E
4	0.15	E
5	0.15	E
6	0.15	E
7	0.15	E
8	0.15	E
9	0.15	E
10	0.15	E
11	0.15	E
12	0.15	E
13	0.16	E
14	0.17	E
15	0.15	E
16	0.15	E
17	0.15	E
18	0.15	E
19	0.15	E
20	0.15	E

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.15	E
22	0.15	E
23	0.15	E
24	0.15	E
25	0.15	E
26	0.17	E

X LOTS		
LOT	BLOCK	PURPOSE
38-X	A	DRAINAGE
39-X	A	DRAINAGE
40-X	A	SCREENING WALL
28-X	B	SCREENING WALL
21-X	C	DRAINAGE
22-X	C	SCREENING WALL
33-X	D	UTILITY & DRAINAGE
34-X	D	SCREENING WALL

TOTAL ACREAGE: 39.51
SINGLE FAMILY ACREAGE: 34.80
X-LOT ACREAGE: 4.71

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The location and width of the (electric and/or gas) easements shown on this plat are acceptable to CoSERV

_____
NAME, TITLE DATE

AT&T

The location and width of the (telephone and or cable) easements shown on this plat are acceptable to AT&T

_____
NAME, TITLE DATE

TNMP

The location and width of the (electric) easements shown on this plat are acceptable to TNMP

_____
NAME, TITLE DATE

STATE OF TEXAS §
COUNTY OF DENTON §

THAT, We, Roger Prier and Lisa Prier, being the owners of that certain tract of land hereinafter described as follows:

BEING all of that certain tract or parcel of land situated in the J. Fisher Survey, Abstract No. 432, Denton County, Texas, and being all of that certain tract described in deed to Roger Prier and Lisa Prier, recorded in Instrument Number 2023-83590, Official Public Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Prier tract, and being on the north right-of-way line of FM 428 - Sherman Drive;

THENCE North 02°38'35" East, with the westerly line of said Prier acre tract, a distance of 1556.67 feet to 2 inch pipe fence corner post for the northwest corner of said Prier acre tract;

THENCE North 88°43'45" West, with the northerly line of said Prier acre tract, a distance of 670.22 feet to 2 inch pipe fence corner post for the northeast corner of said Prier acre tract and being on the westerly line of said 14.98 acre tract;

THENCE North 01°42'17" East, with the westerly line of said 14.98 acre tract, a distance of 1044.44 feet to a pk nail found for the northwest corner of said 14.98 acre tract, and being in Blackjack Road;

THENCE North 89°50'56" East, along Blackjack Road with the northerly line of said 14.98 acre tract, a distance of 455.63 feet to a mag nail set for the northeast corner of said 14.98 acre tract, and being in Blackjack Road;

THENCE South 01°45'59" West, with the easterly line of said 14.98 acre tract a distance of 1435.82 feet to a 1/2 inch iron rod found for the southeast corner of said 14.98 acre tract;

THENCE South 89°51'18" West, with the southerly line of said 14.98 acre tract, a distance of 452.91 feet to a 1/2 inch iron rod set with plastic cap stamped 6677 for the southwest corner of said 14.98 acre tract and being on the easterly line of said Prier acre tract;

THENCE South 01°32'02" West, with the easterly line of said Prier acre tract, a distance of 1171.12 feet to a 1/2 inch iron rod found for the southeast corner of said Prier acre tract, and being on the north right-of-way line of FM 428 - Sherman Drive;

THENCE North 88°13'46" West, with the southerly line of said Prier acre tract, a distance of 700.35 feet to the POINT OF BEGINNING and enclosing 39.511 acres of land.

SURVEYOR'S CERTIFICATE:

This is to certify that I, Crystal Robertson, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corners monuments shown thereon as set were properly placed under my supervision in accordance with the Development Ordinance of the City of Aubrey.

FOR REVIEW ONLY
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

_____
Crystal Robertson
Registered Professional Land Surveyor #5447

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Crystal Robertson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

_____
Notary Public in and for the State of Texas

OWNER'S CERTIFICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS my hand this the _____ day of _____, 2024

_____
Roger Prier

_____
Lisa Prier

STATE OF:
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for _____ County

My Commission Expires: _____

STATE OF:
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for _____ County

My Commission Expires: _____

CERTIFICATE OF FINAL PLAT APPROVAL

This Final Plat was reviewed and approved by the City Council of the City of Aubrey, Texas the_____ day of _____, 2024

_____
Chris Rich, Mayor, City of Aubrey, Texas

FINAL PLAT
AUBREY HEIGHTS

BEING LOTS 1-37, BLOCK A,
LOTS 1-27, BLOCK B,
LOTS 1-20, BLOCK C,
LOTS 1-32, BLOCK D,
LOTS 1-26, BLOCK E
& 8-X LOTS

39.511 ACRES
SITUATED IN THE
J. FISHER SURVEY, ABSTRACT NO. 432
IN THE
CITY OF AUBREY
DENTON COUNTY, TEXAS

JUNE 2024

SHEET 2 OF 2

OWNER:

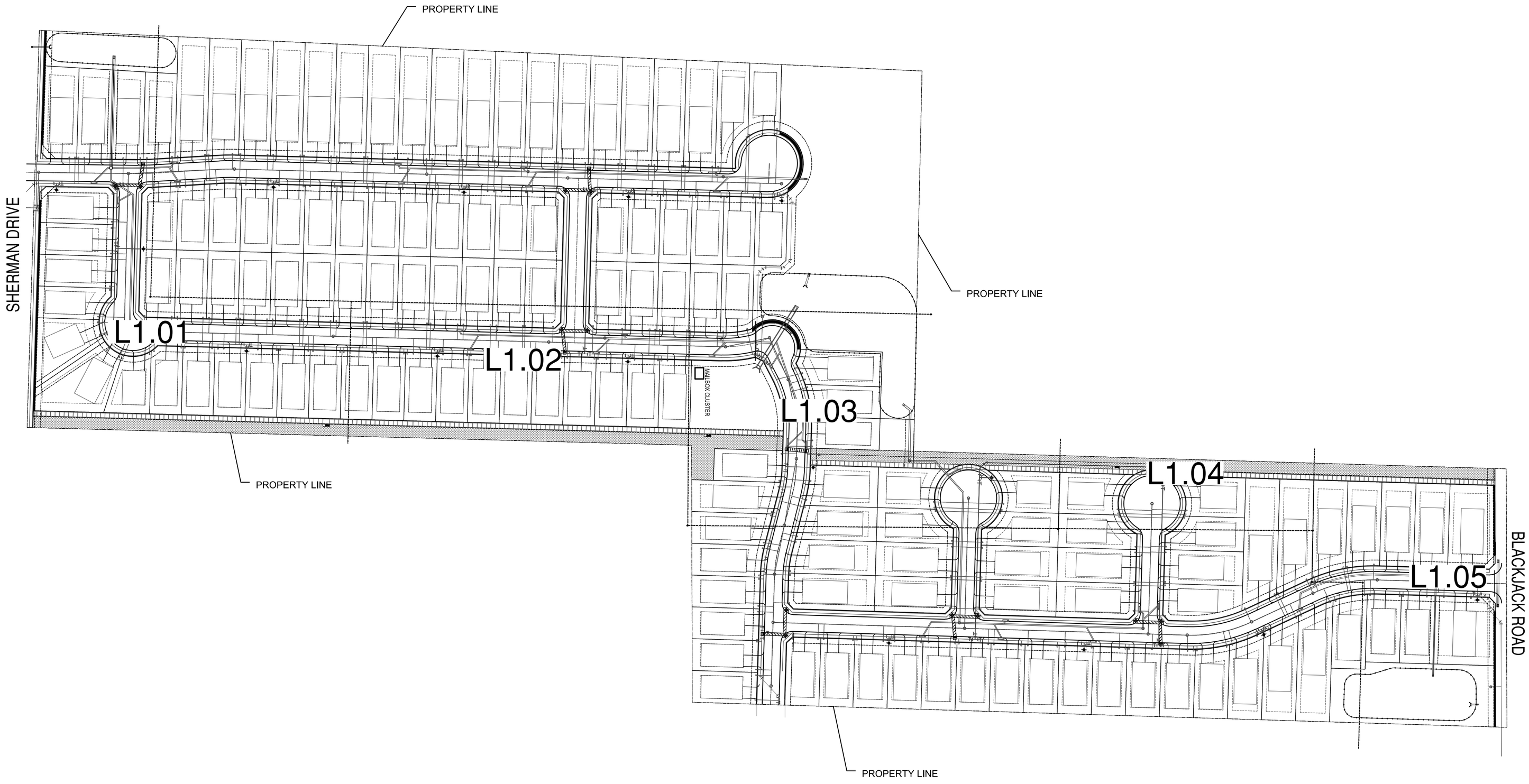
ROGER & LISA PRIER
1306 MORROW ROAD
VALLEY VIEW, TX 76272
(817) 929-4848

SURVEYOR

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
CONTACT: CRYSTAL ROBERTSON

CCM ENGINEERING

2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
TBPE FIRM # 605
TBLS FIRM # 10194794



OVERALL LANDSCAPE PLAN
ROTATED TO FIT SHEET

0 100 200
GRAPHIC SCALE IN FEET

N

OVERALL LANDSCAPE PLAN

SCALE: 1" = 100'-0"

ISSUES:
1 06-26-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:
CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS

AUBREY, TEXAS

mdg landscape architects
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

REGISTERED LANDSCAPE ARCHITECT
BRANDON H. BOWER
2485
STATE OF TEXAS

ISSUE FOR PERMIT

AUBREY HEIGHTS

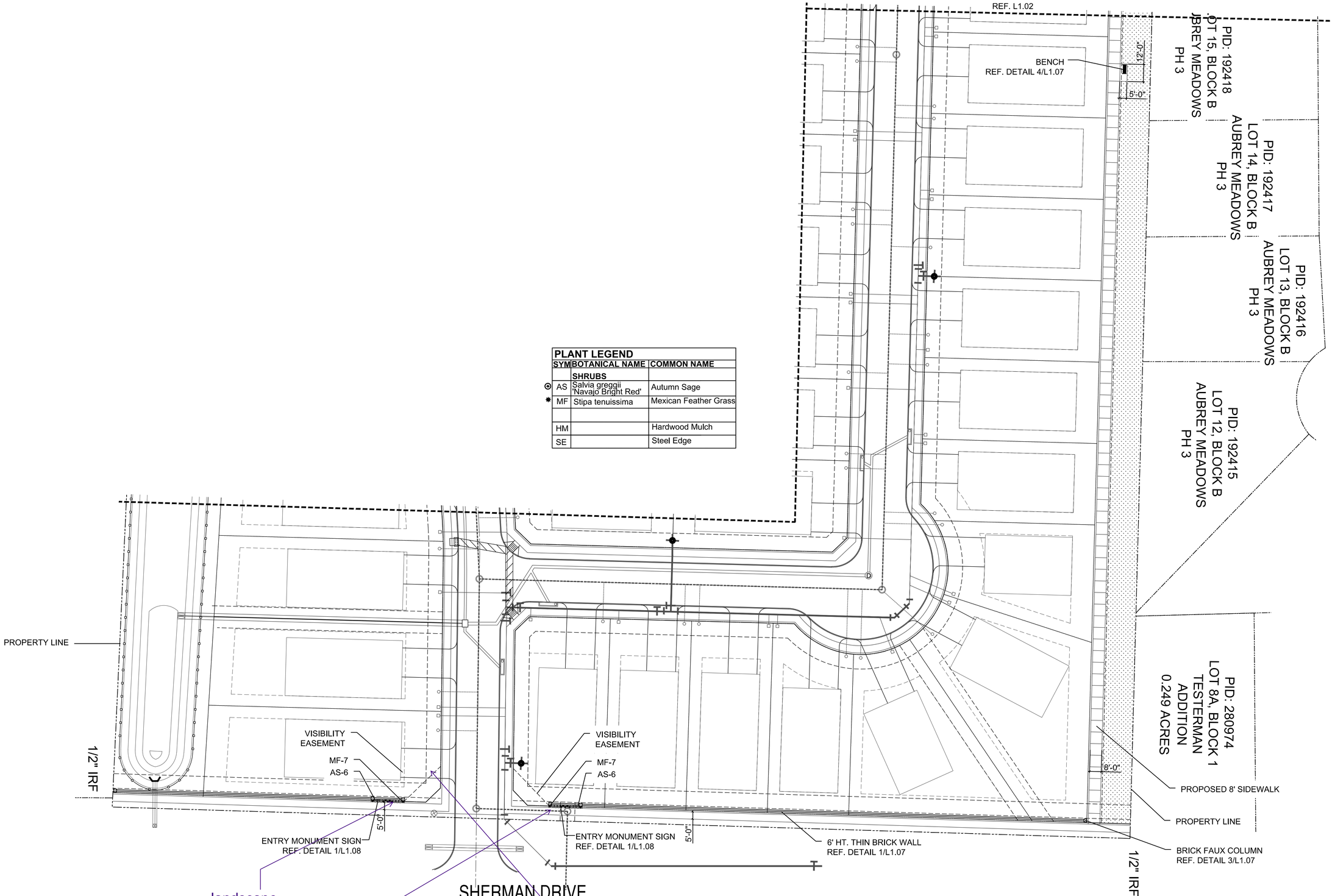
AUBREY, TEXAS

JOB NUMBER: CCM-2401

OVERALL SITE PLAN/
COMMON AREA
LANDSCAPE PLAN

L0.01

PLANT LEGEND		
SYM	BOTANICAL NAME	COMMON NAME
	SHRUBS	
AS	Salvia greggii 'Navajo Bright Red'	Autumn Sage
MF	Stipa tenuissima	Mexican Feather Grass
HM		Hardwood Mulch
SE		Steel Edge



landscape needs to be on property and not in parkway/ROW

Car parked here will be in visibility easement

Check barscale on pages 2 and 6.
1"=30'-0"?

LANDSCAPE PLAN
SCALE: 1" = 20'-0"

0 20 40
GRAPHIC SCALE IN FEET

N

ISSUES:
1 06-26-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:
CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS
AUBREY, TEXAS

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PH (972) 690-7474
F (972) 690-7878

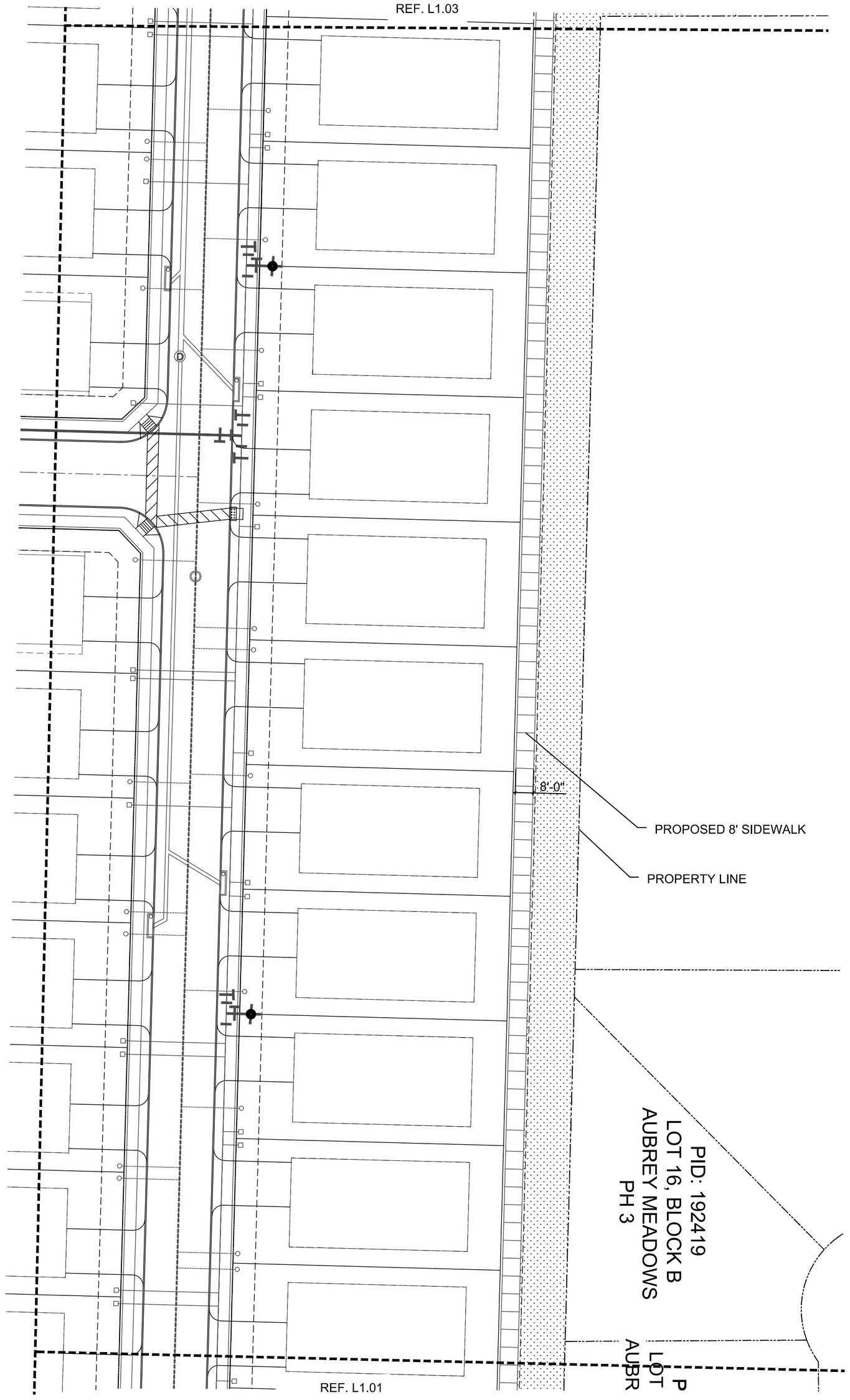
REGISTERED LANDSCAPE ARCHITECT
BRANDON H. BOOMER
2485
STATE OF TEXAS

ISSUE FOR PERMIT

AUBREY HEIGHTS
AUBREY, TEXAS
JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.01



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

0 30 60

GRAPHIC SCALE IN FEET

N

ISSUES:

1 06-26-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS

AUBREY, TEXAS

mdg landscape architects
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

REGISTERED LANDSCAPE ARCHITECT
BRANDON H. BOWER
2485
STATE OF TEXAS

ISSUE FOR PERMIT

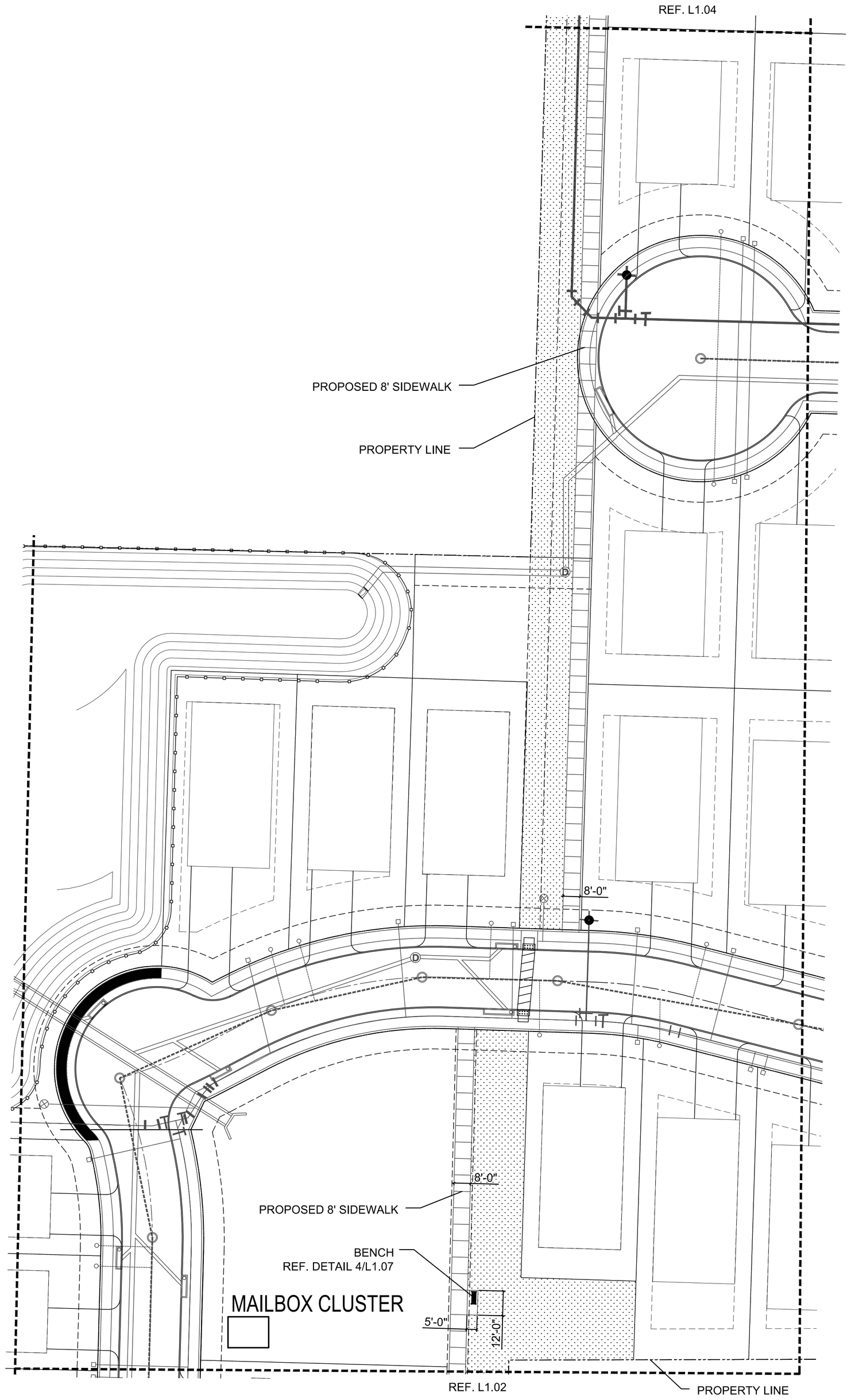
AUBREY HEIGHTS

AUBREY, TEXAS

JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.02



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

0 30 60

GRAPHIC SCALE IN FEET

N

ISSUES:

1 06-26-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS

AUBREY, TEXAS

landscape architects
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

REGISTERED LANDSCAPE ARCHITECT
BRANDON H. BOWER
2485
STATE OF TEXAS

ISSUE FOR PERMIT

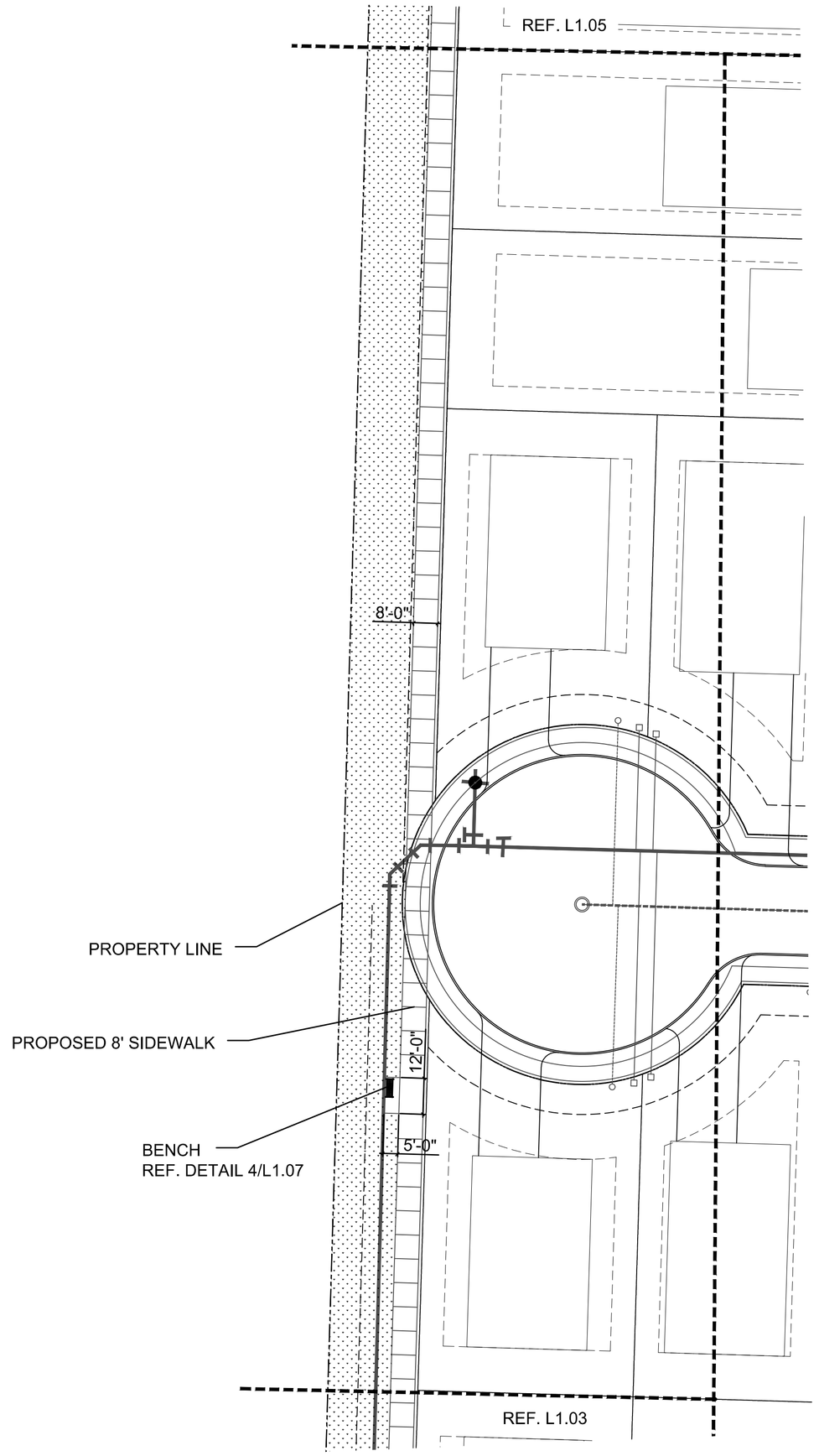
AUBREY HEIGHTS

AUBREY, TEXAS

JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.03



LANDSCAPE PLAN

SCALE: 1" = 30'-0"

0 30 60

GRAPHIC SCALE IN FEET

N

ISSUES:
1 06-26-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:
CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS

AUBREY, TEXAS

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PH (972) 690-7474
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REGISTERED LANDSCAPE ARCHITECT
BRANDON H. BOOMER
2485
STATE OF TEXAS

ISSUE FOR PERMIT

AUBREY HEIGHTS

AUBREY, TEXAS

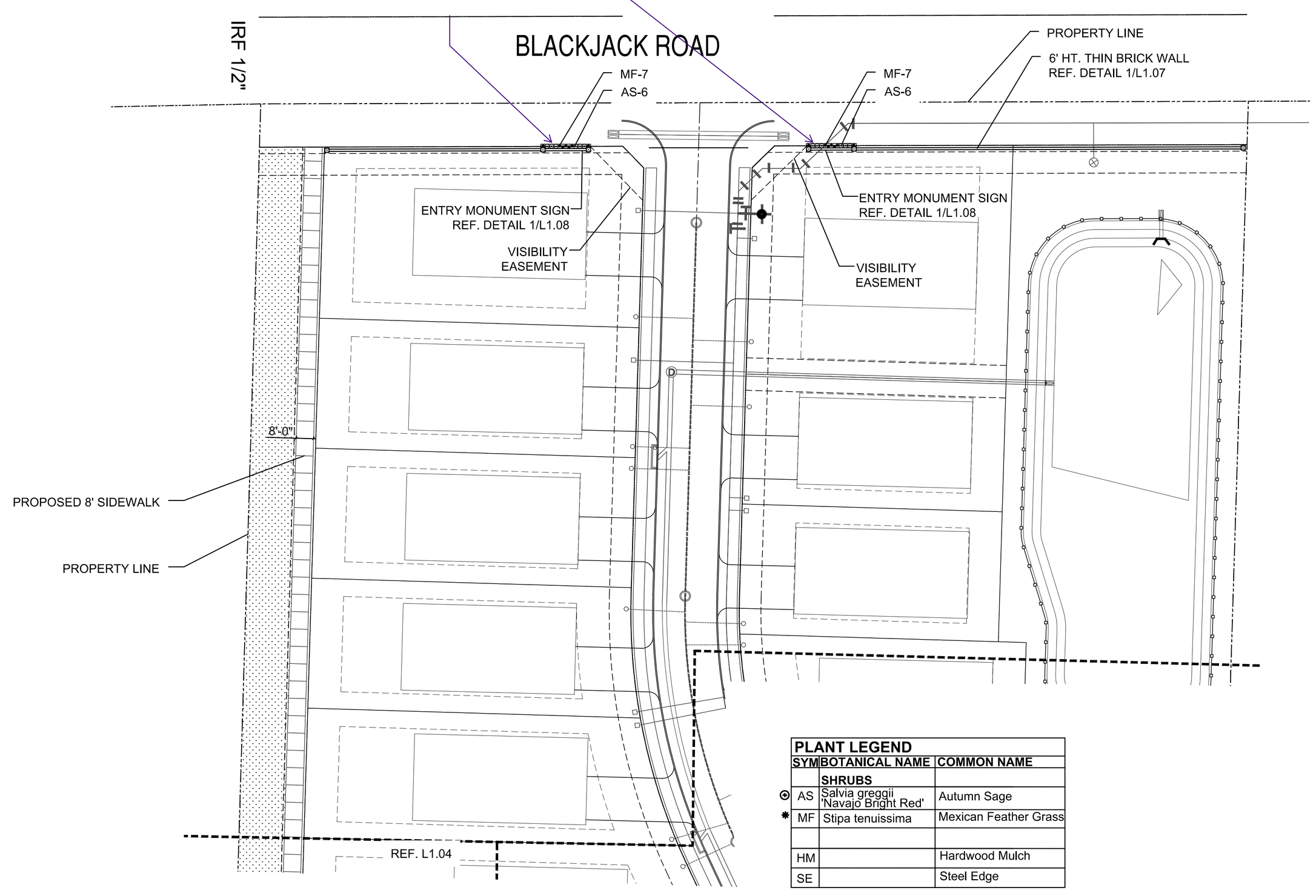
JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.04

Coordinate plans and any lot configuration changes due to additional ROW dedication for Blackjack Road

landscape needs to be on property and not in parkway/ROW



PLANT LEGEND			
SYM	BOTANICAL NAME	COMMON NAME	
	SHRUBS		
AS	Salvia greggii 'Navajo Bright Red'	Autumn Sage	
MF	Stipa tenuissima	Mexican Feather Grass	
HM		Hardwood Mulch	
SE		Steel Edge	

LANDSCAPE PLAN

SCALE: 1" = 20'-0"

0 20 40

GRAPHIC SCALE IN FEET

N

ISSUES:
1 06-26-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:
CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS

AUBREY, TEXAS

mdg landscape architects
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

REGISTERED LANDSCAPE ARCHITECT
BRANDON H. BOWLES
2485
STATE OF TEXAS

ISSUE FOR PERMIT

AUBREY HEIGHTS

AUBREY, TEXAS

JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.05

Root Anchor™ Safety Stake
Below Ground Safety Stake

www.treestakesolutions.com

Product Drawing & Installation Instructions

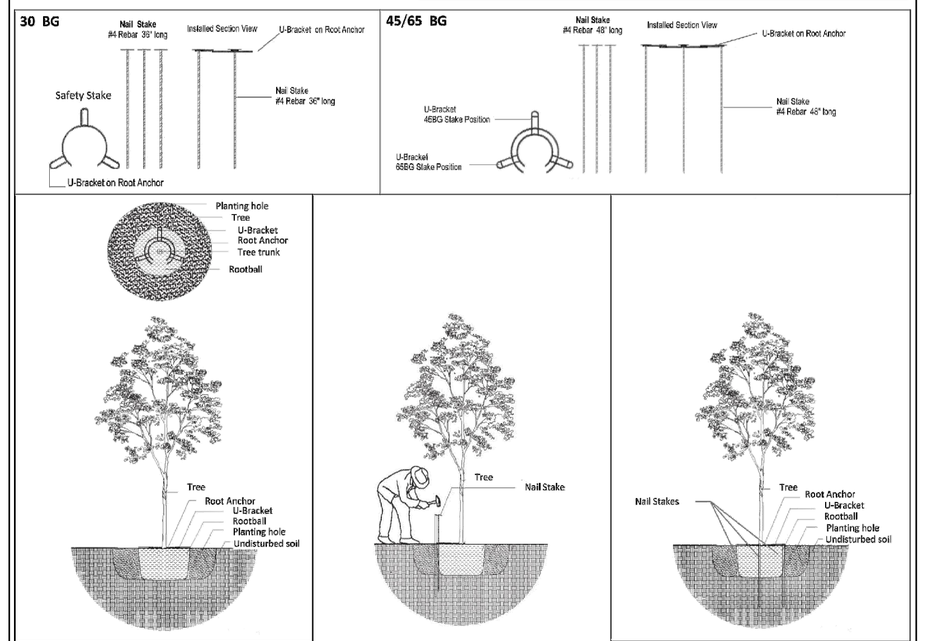
Tree Stake Soultions, LLC
info@treestakesolutions.com
O 713-591-4151
F 832-383-5145

Plant staking materials: Contractor shall use "Root Anchor Safety Stake" below grade rootball anchoring system manufactured by Tree Stake Solutions as necessary to meet the requirements of the specification, subject to approval. Refer to details for staking and/or guy requirements.

A. Trees that are not capable of standing upright without falling or leaning shall be staked or guyed. The Contractor is responsible for material remaining plumb and straight for all given conditions through the guarantee period. Tree support shall be performed as outlined below.
B. Rootball, Container and Box size, will determine Root Anchor Safety Stake model to be installed on all trees or shrubs that require staking or guying. Root Anchor is designed for trees and shrubs that conform with the latest American Standards for Nursery Stock, www.anla.org.
C. Brace plants vertically using Tree Stake Solutions "Safety Stake" Model BG Root Anchor. Select correct Root Anchor using manufacturers Rootball Sizing Chart. Select Root Anchor large enough to overlap the edge of rootball.
D. Auxiliary stem stakes shipped with trees shall be removed after planting.

Root Anchor™ below grade safety stake Sizing Chart

Item#	Description	Nail Length x 3 pcs (included)
5 BG	5 gallon or 10" rootball	#4 x 24"
15 BG	10/15 gallon or 17" rootball	#4 x 36"
30 BG	20/30 gallon or 22" rootball	#4 x 36"
45/65 BG	45/65 gallon or 27-30" rootball	#4 x 48"
100 BG	95/100 gallon or 36" rootball	#5 x 48"
150 BG	150 gallon or 42" rootball	#5 x 60"
200 BG	200 gallon or 48" rootball	#5 x 72"
300 BG	300 gallon or 58" rootball	#5 x 72"



1. With tree in a straight & plumb position, center the appropriate Root Anchor safety stake around the trunk, **with rings laying flat against rootball, u-brackets facing up.**

2. Insert **1** of 3 nail stakes through each of the U-brackets. Nails should rest in the undisturbed soil at the bottom of the tree pit. All nails should fit snug against the side of the rootball.

(For hand or machine dug trees, it may be necessary to penetrate 1" – 4" of outer area of the rootball with the nail.)

3. Nail stakes should be driven straight down into the undisturbed soil below the rootball. The nails are now caging the rootball in place, while the top bracket pins the rootball down.

After the tree stake is installed, a layer of mulch can be added over the stake. Remove Root Anchor after tree is established.

MAINTENANCE:

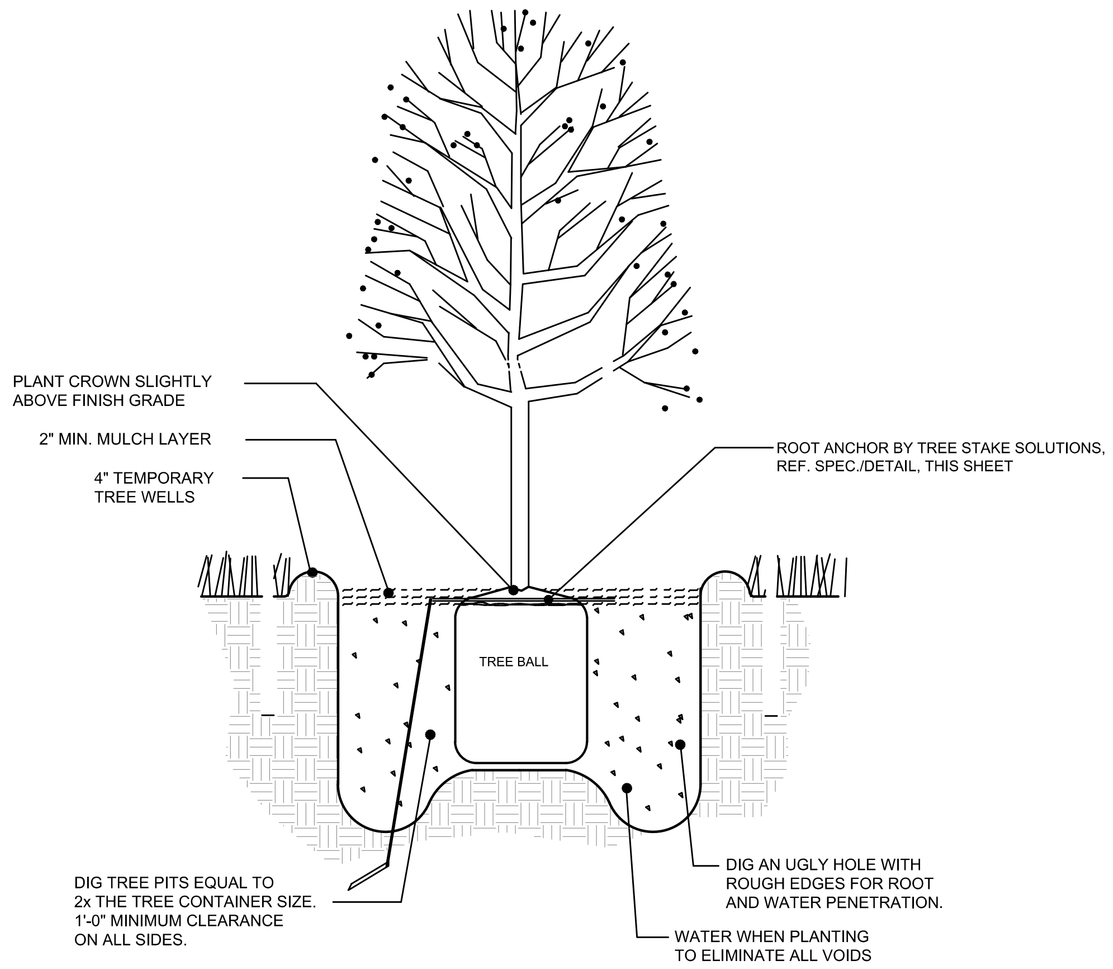
THE OWNER, TENANT AND/OR THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES.

A. THIS SHALL INCLUDE, BUT NOT TO BE LIMITED TO, MOWING (OF GRASS OF SIX (6) INCHES OR HIGHER), EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
B. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING.
C. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS, WHICH DIE, SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN NINETY (90) DAYS. TREES WITH A TRUNK DIAMETER IN EXCESS OF SIX (6) INCHES MEASURED TWENTY-FOUR (24) INCHES ABOVE THE GROUND MAY BE REPLACED WITH ONES OF SIMILAR VARIETY HAVING A TRUNK DIAMETER OF NO LESS THAN THREE (3) INCHES MEASURED TWENTY-FOUR (24) INCHES ABOVE THE GROUND. A TIME EXTENSION MAY BE GRANTED BY THE DIRECTOR, OR HIS DESIGNEE, IF SUBSTANTIAL EVIDENCE IS PRESENTED TO INDICATE ABNORMAL CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER OR HIS AGENT.

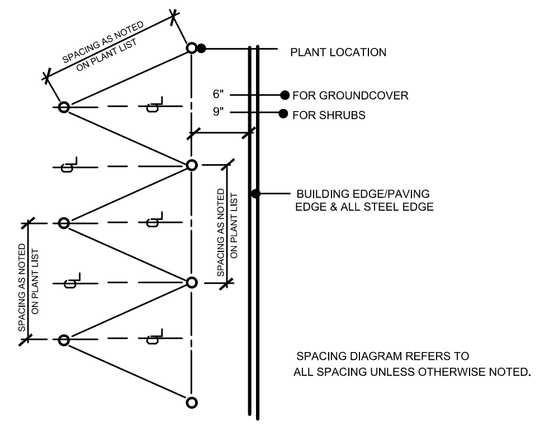
FAILURE TO MAINTAIN ANY LANDSCAPE AREA IN COMPLIANCE WITH THIS SECTION IS CONSIDERED A VIOLATION OF THIS SECTION AND MAY BE SUBJECT TO PENALTIES OF SECTION 7.

IRRIGATION:

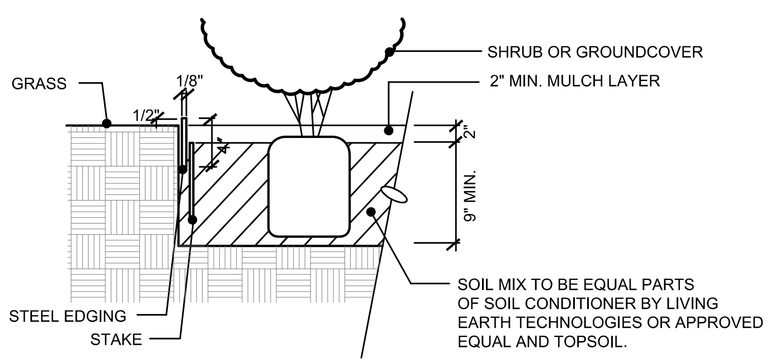
ALL COMMON LANDSCAPE AREAS ON SITE WILL BE IRRIGATED WITH AN UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM WITH TIMER, RAIN SENSOR AND FREEZE SENSOR.



3 TREE STAKING AND PLANTING
UP TO 4" CALIPER, 65 GALLON AND SMALLER — N.T.S.



2 PLANT SPACING DIAGRAM
N.T.S.



1 BED-PREP W/STEEL EDGING
N.T.S.

PLANTING NOTES

1. ALL PLANT MATERIAL LOCATIONS SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. FINE GRADING SHALL BE PERFORMED IN ALL AREAS TO BE SEEDED/ SODDED. FINE GRADING SHALL INCLUDE THE REMOVAL OF DEBRIS, ROCKS, ETC. FROM THE SITES AND INSURE POSITIVE DRAINAGE IN ALL AREAS SEEDED/SODDED.
3. THE CONTRACTOR SHALL VERIFY ALL BUILDING SETBACK LINES, EASEMENT LINES, AND VISIBILITY LINES IN THE FIELD PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES, SHOWN ON THIS PLAN AND NOT SHOWN ON THESE PLANS, IN THE FIELD PRIOR TO COMMENCEMENT OF WORK.
5. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL SITE FEATURES.
6. STEEL EDGING OR A NATURAL BEVELLED EDGE SHALL BE INSTALLED AT ALL LOCATIONS WHERE PLANT MATERIALS MEET TURF AREAS.
7. ALL PLANTING BED AREAS TO BE COVERED WITH HARDWOOD MULCH.

PLANT LEGEND

SYM	BOTANICAL NAME	COMMON NAME	QTY	SIZE	REMARKS
	SHRUBS				
AS	Salvia greggii 'Navajo Bright Red'	Autumn Sage	24	3 gal	24" O.C. Spacing
MF	Stipa tenuissima	Mexican Feather Grass	28	1 gal.	15"-18" O.C. Spacing
HM		Hardwood Mulch			3" min. depth
SE		Steel Edge			Color: Green
SS	Cynodon spp.	Common Bermuda	55,851 sq. ft.		

ISSUES:
1 06-26-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:
CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS
AUBREY, TEXAS

landscape architects
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

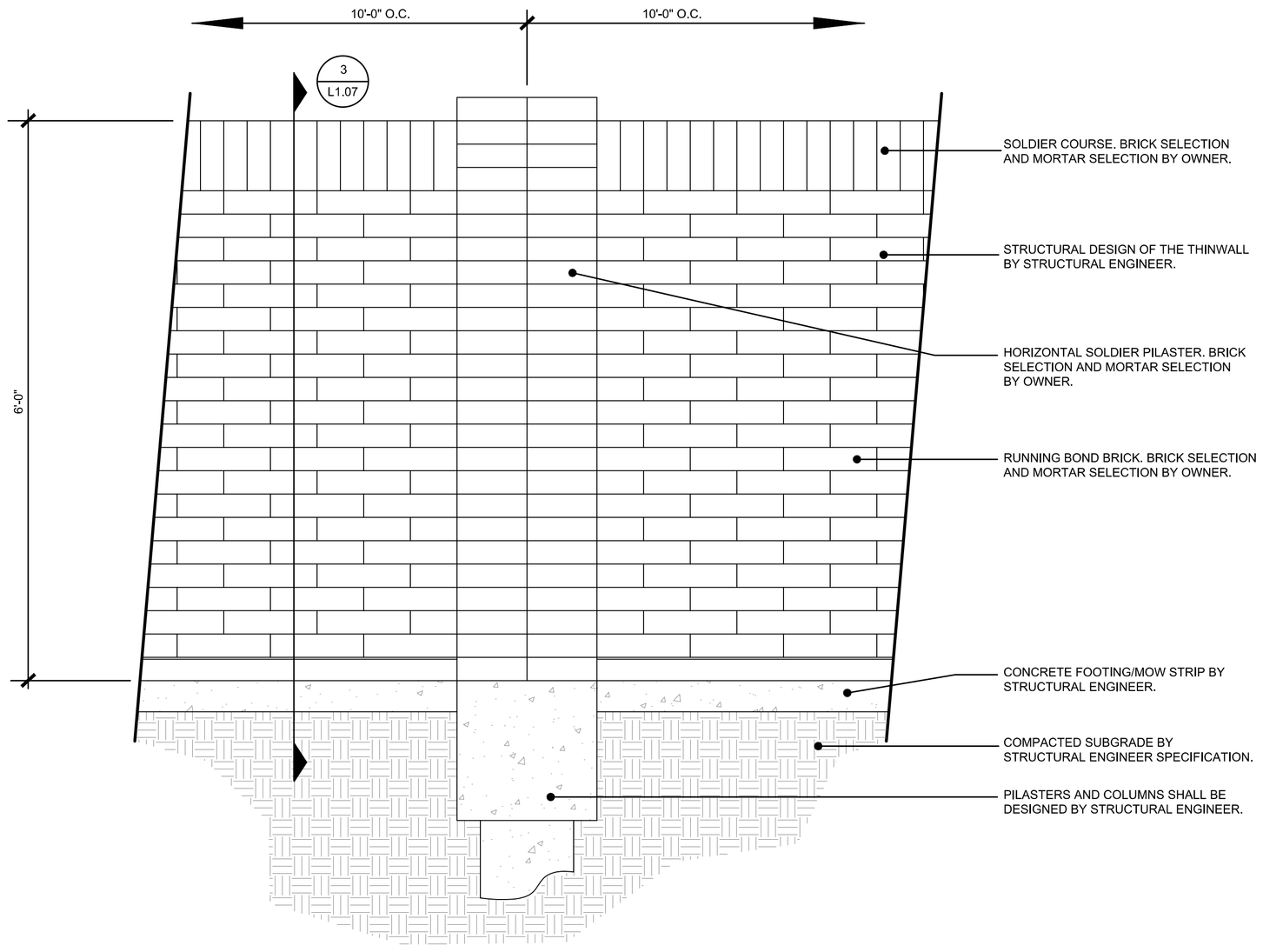
REGISTERED LANDSCAPE ARCHITECT
BRANDON H. BOOMER
2485
STATE OF TEXAS

ISSUE FOR PERMIT

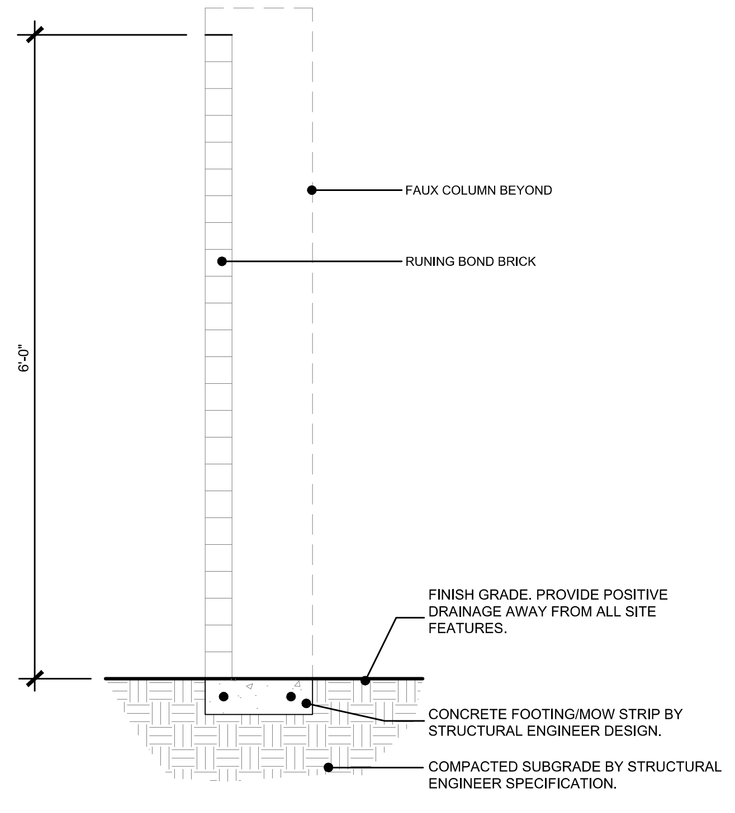
AUBREY HEIGHTS
AUBREY, TEXAS
JOB NUMBER: CCM-2401

PLANT LIST & DETAILS

L1.06

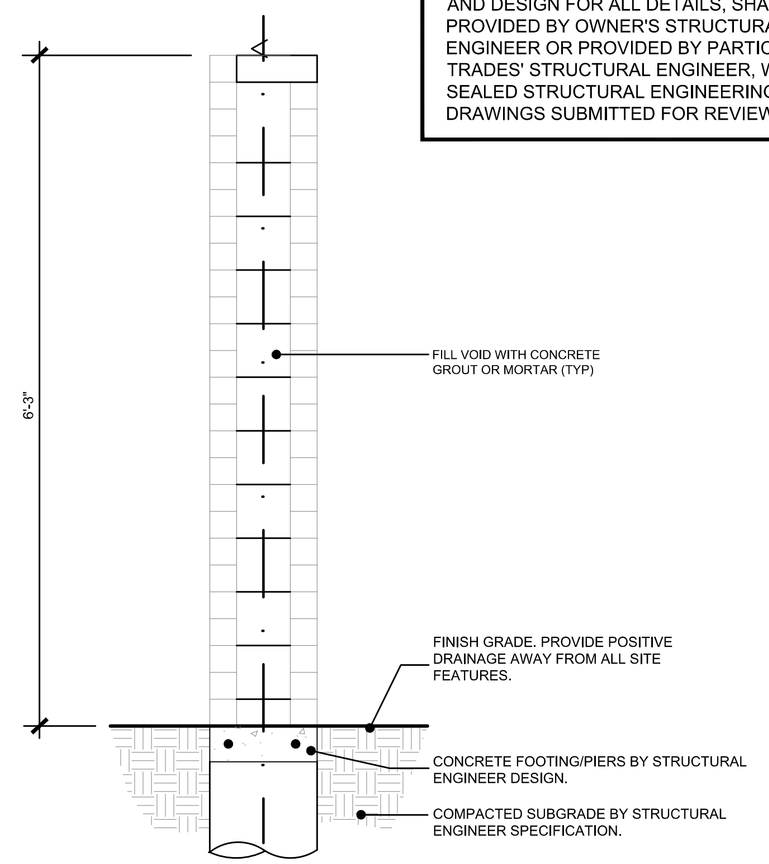


1 6'-0" HT. BRICK THINWALL ELEVATION
1"=1'-0"



NOTE: ON SLOPING TERRIAN, KEEP THE TOP AND BOTTOM BRICK LEVEL. STEP SCREENWALL AS REQUIRED, UP OR DOWN, IN 6" OR 12" MAXIMUM PER STEP.

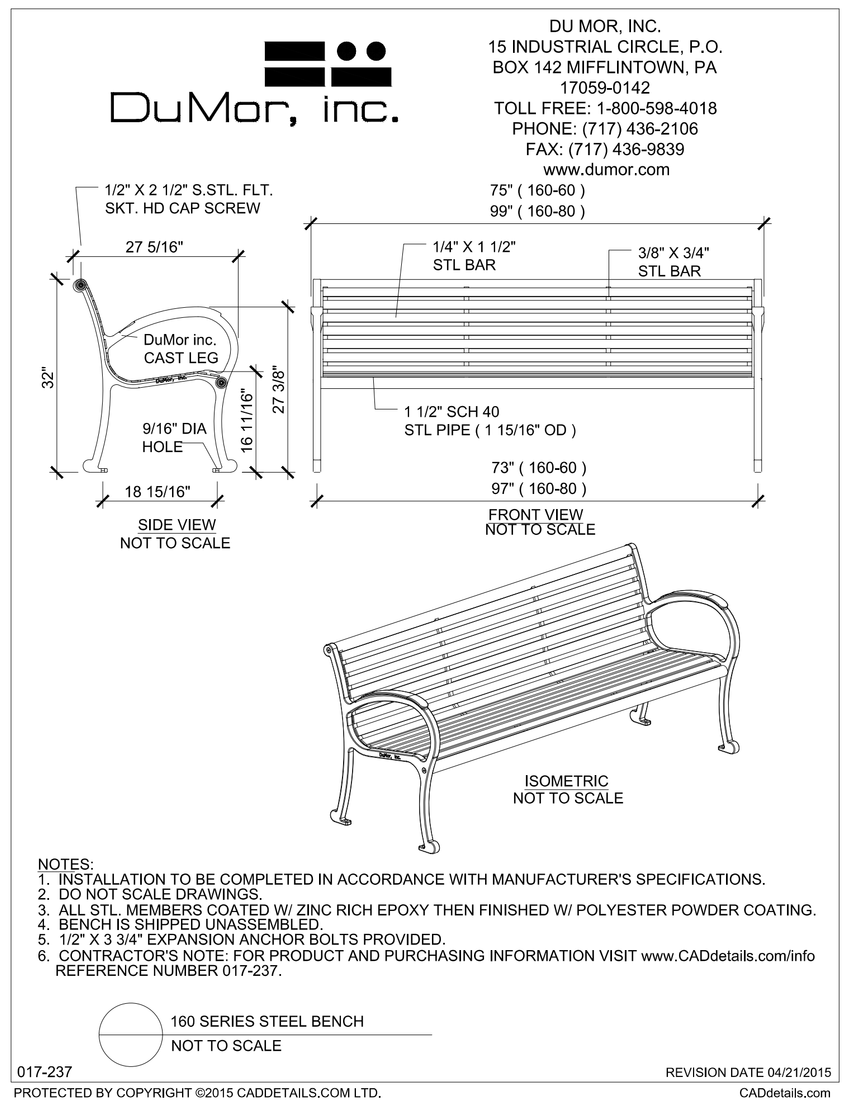
2 6'-0" HT. BRICK THIN WALL SECTION
1"=1'-0"



NOTE: ON SLOPING TERRIAN, KEEP THE TOP AND BOTTOM BRICK LEVEL. STEP SCREENWALL AS REQUIRED, UP OR DOWN, IN 6" OR 12" MAXIMUM PER STEP.

3 BRICK FAUX COLUMN
1"=1'-0"

STRUCTURAL ENGINEERING REQUIREMENTS AND DESIGN FOR ALL DETAILS, SHALL BE PROVIDED BY OWNER'S STRUCTURAL ENGINEER OR PROVIDED BY PARTICULAR TRADES' STRUCTURAL ENGINEER, WITH SEALED STRUCTURAL ENGINEERING DRAWINGS SUBMITTED FOR REVIEW.



4 BENCH

ISSUES:
1 06-10-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:
CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS
AUBREY, TEXAS

mdg landscape architects
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

REGISTERED LANDSCAPE ARCHITECT
BRANDON H. BOOHER
2485
STATE OF TEXAS

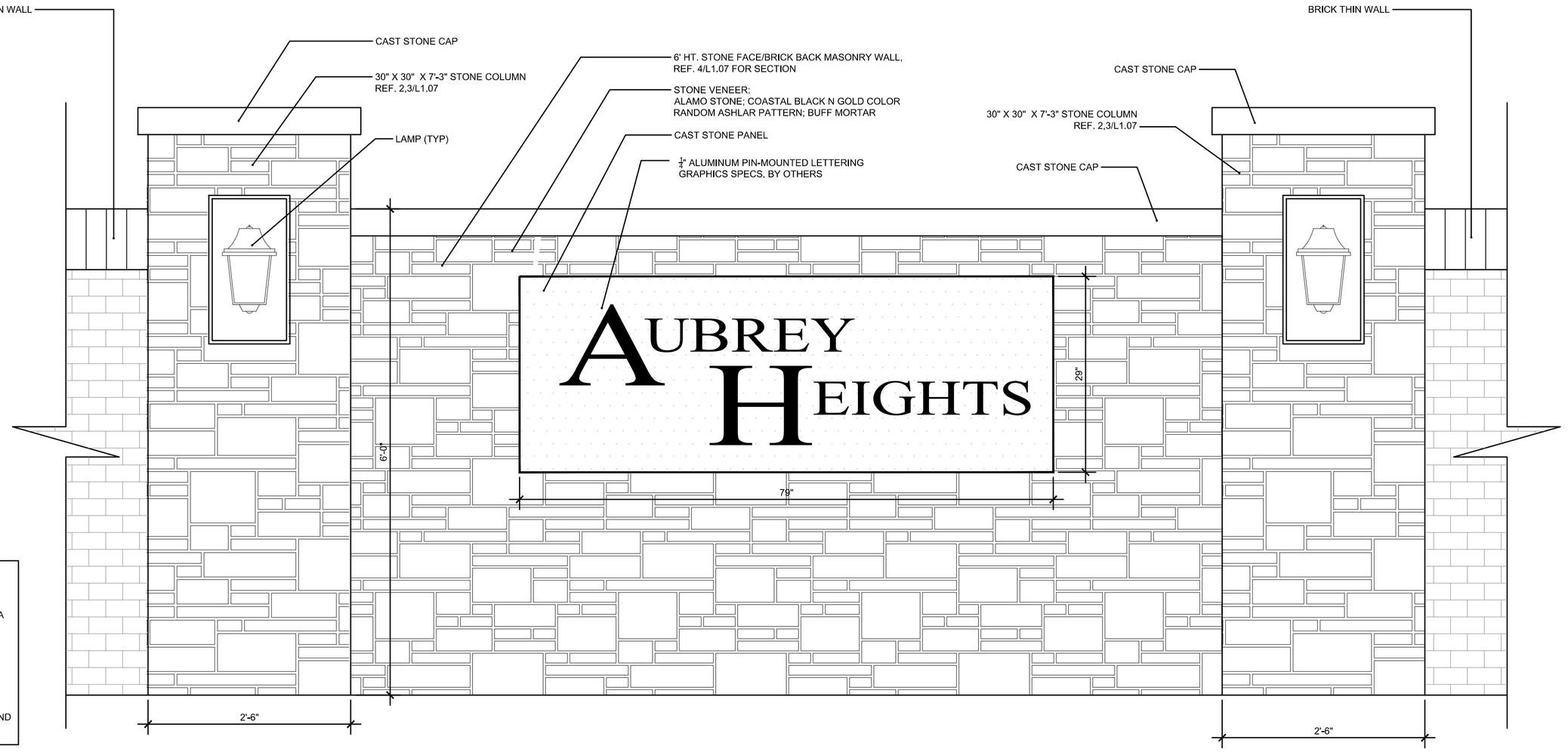
ISSUE FOR PERMIT

AUBREY HEIGHTS
AUBREY, TEXAS
JOB NUMBER: CCM-2401

CONSTRUCTION DETAILS

L1.07

STRUCTURAL ENGINEERING REQUIREMENTS AND DESIGN FOR ALL DETAILS, SHALL BE PROVIDED BY OWNER'S STRUCTURAL ENGINEER OR PROVIDED BY PARTICULAR TRADES' STRUCTURAL ENGINEER, WITH SEALED STRUCTURAL ENGINEERING DRAWINGS SUBMITTED FOR REVIEW.



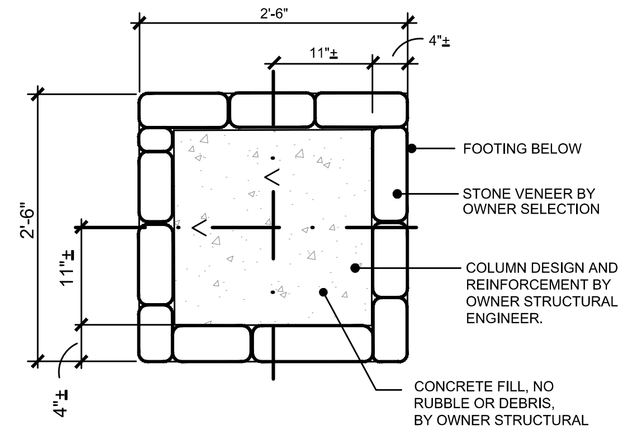
BRICK/STONE SCHEDULE

BRICK:
TYPE: ACME KING SIZE CONCORDIA
MORTAR COLOR: GRAY

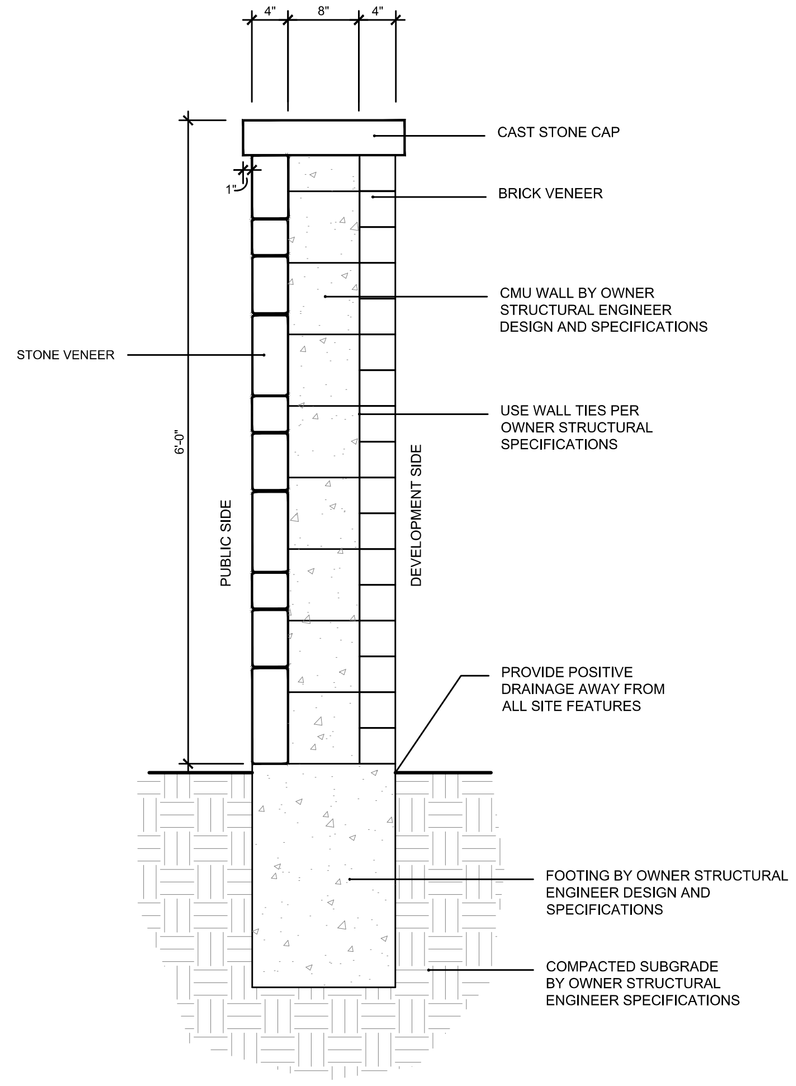
STONE:
ALAMO STONE
COLOR: COASTAL BLACK N GOLD
PATTERN: RANDOM ASHLAR
MORTAR COLOR: BUFF

SELECTIONS TO BE CONFIRMED AND APPROVED BY OWNER.

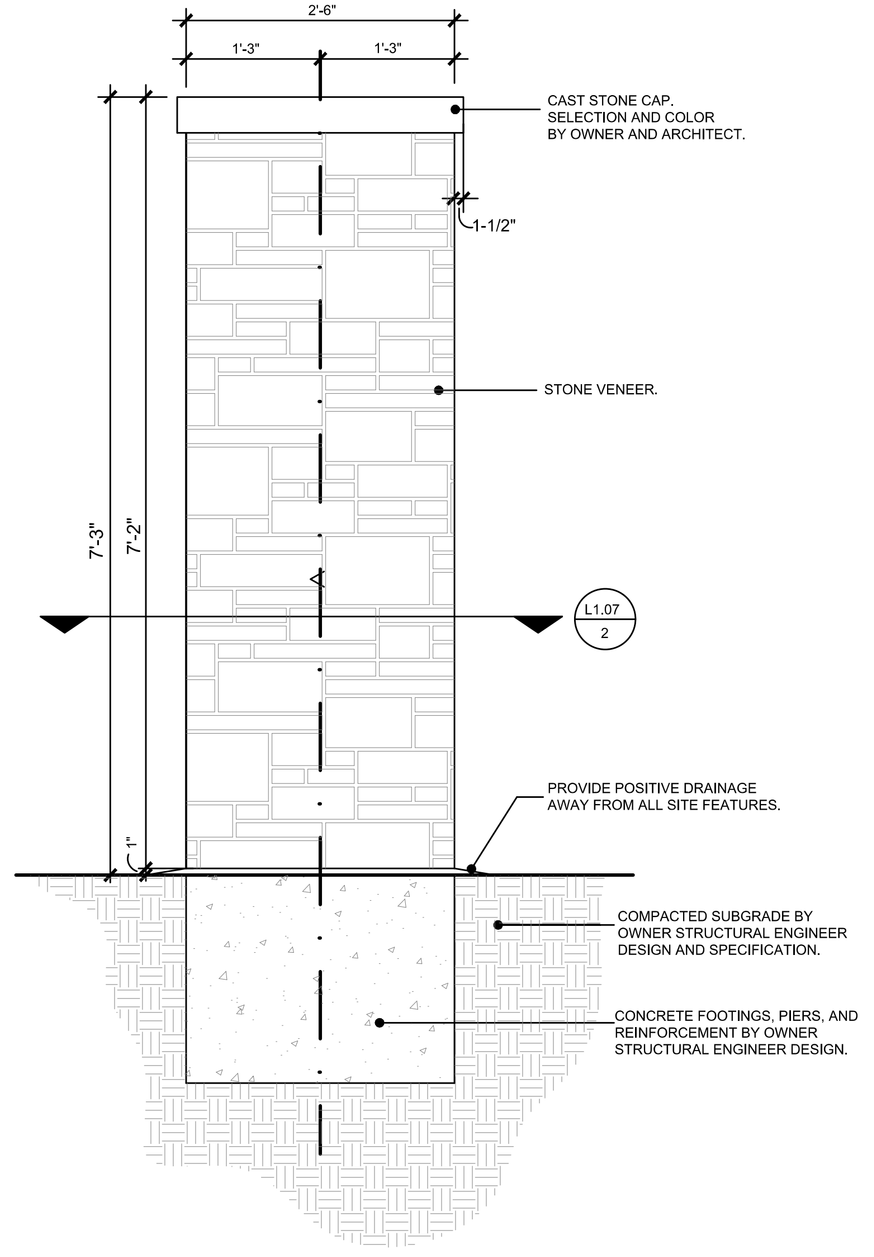
1 6' HT. MASONRY WALL W/ MONUMENT LETTERING - ELEVATION
1"=1'-0"



2 BRICK COLUMN SECTION
SCALE: 1"=1'-0"



4 6'-0" HT. MASONRY WALL SECTION
SCALE: 1"=1'-0"



3 BRICK COLUMN ELEVATION
SCALE: 1"=1'-0"

ISSUES:
1 06-10-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:
CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

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REGISTERED LANDSCAPE ARCHITECT
BRANDON H. BOOKER
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STATE OF TEXAS

ISSUE FOR PERMIT

AUBREY HEIGHTS
AUBREY, TEXAS
JOB NUMBER: CCM-2401

CONSTRUCTION DETAILS

L1.08

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Consider and act on an Ordinance annexing the hereinafter described territory known as the 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; extending the boundary limits of the City so as to include the described property.

Staff Contact
Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary
This ordinance is the annexation of the roadway and right of way of FM 1385 from Winn Ridge subdivision to the intersection of FM 428. The annexation covers the western half of the roadway and ROW in accordance with the Boundary Agreement approved by the Cities of Aubrey and Celina. Public Hearings on the annexation were held during previous council meetings on June 27th and June 29th.

Financial Summary

Staff Recommended Motion
Approve

Conditions
N/A

CITY OF AUBREY, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN APPROXIMATE 33.02 ACRE TRACT, BEING THAT PORTION OF THE WESTERN HALF 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 ANY ADDITIONAL ADJACENT RIGHT-OF-WAY, DENTON COUNTY, TEXAS; AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF AUBREY, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey (the "City") is a municipal corporation located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City desires to annex the certain property described and depicted in **Exhibit "A",** attached and incorporated as if set forth fully herein (the "Property"); and

WHEREAS, in accordance with Section 43.003 and Section 43.1055 of the Texas Local Government Code, the City now desires to annex a 33.02 acre tract, being that portion of the western half 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 any additional adjacent right-of-way, Denton County, Texas; and

WHEREAS, two public hearings were conducted in accordance with Section 43.063 of the Texas Local Government Code, on June 27, 2024 and June 29, 2024 to consider the annexation of the Property; and

WHEREAS, any and all required written notices were timely sent to all property owners and others entitled to same; and

WHEREAS, the notice of the public hearings were published in *The Post-Signal* a newspaper of general circulation within the City, on June 7, 2024 and on June 14, 2024, such dates being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council has investigated into, has determined and officially finds that no part of the Property is within the ETJ of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City's limits, the City Council has found and incorporates herein its finding that surrounding the area is in the public interest; and

WHEREAS, the City acknowledges that it shall provide services to the Property deemed necessary in the service plan in **Exhibit "B"**, attached hereto and incorporated as if fully set forth herein, in accordance with Section 43.065 of the Texas Local Government Code; and

WHEREAS, the City Council finds and determines that annexation of the Property as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

Section 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Official City Map Amended.

2.01. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2.02. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory

hereby annexed as required by law.

Section 3. Annexation of Area. The Property, and any and all adjacent rights-of-way, are hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

Section 4. Filing of Ordinance Required. The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies.

Section 5. Effect on Territory. From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City, and subject to the service plan referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

Section 6. Cumulative Repealer/Savings. All provisions of any Ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining provisions shall remain in full force and effect.

Section 7. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 8. Engrossment and Enrollment. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the ordinance records of the City.

Section 9. Effective Date. This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas this the 25th day of July, 2024.

APPROVED:

_____
Chris Rich, Mayor

ATTEST:

_____
Jenny Hicks, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

Exhibit "A"
Property Legal Description and Depiction

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS IN THE F. H. POLLARD SURVEY, ABSTRACT 995, AND THE WILLIAM LUMPKIN SURVEY, ABSTRCT 730, DENTON COUNTY, TEXAS

Being a 33.02 acre tract of land, for annexation into the City Limits of the City of Aubrey, Texas, and being the western half of Farm to Market Road 1385 (FM 1385) (a variable width right-of-way) from the existing Aubrey/Celina Boundary Line Agreement, Instrument No. 2006-25654 of the Deed Records of Denton County, Texas, to the south right of way extension of FM 428, said 33.02 acre tract, in the F. H. Pollard Survey, Abstract No. 995 and the William Lumpkin Survey, Abstract No. 730, Denton County, Texas, said 33.02 acre tract being more particularly described as follows:

BEGINNING at a point for corner, said point being on the west right-of-way (ROW) line of FM 1385, said point also being on the northeast property corner of Lot 2, Block A of the Prosper Retail Addition an addition to the City of Aubrey recorded by plat in Instrument Number 2022-62, in the Plat Records of Denton County, Texas, (P.R.D.C.T.), said point also being in the said Aubrey/Celina Boundary Line Agreement at its intersection with the west right of way line of FM 1385;

THENCE, N01°32'17"E, along the west right of way line of FM 1385 a distance of 688.51 feet to a point for corner;

THENCE, N88°20'41"W, continuing along the west right of way line of FM 1385 a distance of 21.02 feet to a point for corner, the southeast corner of a called 1.50 acre tract of land conveyed to Georgina Perez-Martinez by deed recorded in Instrument No. 2024-52471 of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE, N01°32'17"E, continuing along the west right of way line of FM 1385 a distance of 250.00 feet to a point for corner, said point being at the east property line of said 1.50 acre Perez-Martinez tract;

THENCE, S88°35'02"E, continuing along the west right of way line of FM 1385 a distance of 20.00 feet to a point for corner:

THENCE, N01°26'17"E, continuing along the west right of way line of FM 1385 a distance of 439.71 feet along the west ROW line of FM 1358 to a point for corner;

THENCE, N83°46'49"W, continuing along the west right of way line of FM 1385 a distance of 19.89 feet to a point for corner, said the southeast property corner of Sandbrook Ranch Phase 7 an addition to the City of Aubrey recorded by plat in Instrument Number 2020-160, P.R.D.C.T.;

THENCE, N01°26'17"E, continuing along the west right of way line of FM 1385 a distance of 644.71 feet to a point for corner, said point being on the west ROW corner clip of FM 1385 and Aubrey Parkway;;

THENCE, N68°33'28"W, continuing along the west right of way line of FM 1385 a distance of 40.01 feet to a point for corner on the west ROW corner clip of said FM 1385 and Aubrey Parkway;

THENCE, N01°26'17"E, continuing along the west right of way line of FM 1385 a distance of 111.01 feet to a point for corner on the west ROW corner clip of said FM 1385 and Aubrey Parkway,;

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS IN THE F. H. POLLARD SURVEY, ABSTRACT 995, AND THE WILLIAM LUMPKIN SURVEY, ABSTRCT 730, DENTON COUNTY, TEXAS

THENCE, N45°26'40"E, continuing along the west right of way line of FM 1385 a distance of 42.81 feet to a point for corner said point being on the west ROW line of FM 1385 and the southeast property corner of said 14.16 acre Horizon/Deer Creek Development Corp. tract;

THENCE, N01°26'17"E, continuing along the west right of way line of FM 1385 a distance of 380.21 feet to a point for corner said point being the east property line of said 14.16 acre Horizon/Deer Creek Development Corp. tract;

THENCE, N01°26'17"E, continuing along the west right of way line of FM 1385 a distance of 1000.00 feet to a point for corner,;

THENCE, N01°26'17"E, continuing along the west right of way line of FM 1385 a distance of 1138.26 feet to a point for corner;

THENCE, N01°38'30"E, continuing along the west right of way line of FM 1385 a distance of 158.29 feet to a point for corner;

THENCE, N01°38'30"E, continuing along the west right of way line of FM 1385 a distance of 199.84 feet to a point, said point being on the west ROW corner clip of FM 1385 and Sandbrock Parkway;

THENCE, N43°29'20"W, continuing along the west right of way line of FM 1385 a distance of 41.94 feet to a point for corner, said point being on the west ROW corner clip of FM 1385 and Sanbrock Parkway;

THENCE, N01°48'07"E, continuing along the west right of way line of FM 1385 a distance of 50.00 feet to a point for corner,;

THENCE, N01°48'07"E, continuing along the west right of way line of FM 1385 a distance of 38.00 feet to a point for corner

THENCE, N01°48'07"E, continuing along the west right of way line of FM 1385 a distance of 38.00 feet to a point, said point being on the west ROW corner clip of of FM 1385 and Sandbrock Parkway;

THENCE, N46°30'40"E, continuing along the west right of way line of FM 1385 a distance of 37.23 feet to a point for corner, said point being on the west ROW corner clip of FM 1385 and Sandbrock Parkway and the southeast property line of Sandbrook Ranch Phase 6 an addition to the City of Aubrey recorded by plat in Instrument Number 2021-52, (P.R.D.C.T.);

THENCE, N01°38'30"E, continuing along the west right of way line of FM 1385 a distance of 492.84 feet to a point for corner, said point being the east property line of said Sandbrook Phase 6, said point also being the beginning of a curve to left, having a central angle of 00 degrees 53 minutes 10 seconds, a radius of 4901.86 feet and being subtended by a chord bearing of N01°11'55"W, a chord distance of 75.81 feet;

THENCE, continuing along the west right of way line of FM 1385, along the said curve to the left, an arc distance of 75.81 feet to a point for tangency:

THENCE, N00°46'23"E, continuing along the west right of way line of FM 1385 a distance of 923.68 feet to a point for corner, said point being the southeast property line of Sandbrook Ranch Phase 8 an addition to the City of Aubrey recorded by plat in Instrument Number 2022-225, P.R.D.C.T.;

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METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS IN THE F. H. POLLARD SURVEY, ABSTRACT 995, AND THE WILLIAM LUMPKIN SURVEY, ABSTRCT 730, DENTON COUNTY, TEXAS

THENCE, N00°46'23"E, continuing along the west right of way line of FM 1385 a distance of 484.72 feet to a point for corner, said point being the southeast property line of said Sandbrook Ranch Phase 8, said point also being the beginning of a curve to the right, having a central angle of 00 degrees 19 minutes 23 seconds, a radius of 10,074.00 feet and being subtended by a chord bearing of N00°56'05"E, a chord distance of 56.81 feet;

THENCE, continuing along the west right of way line of FM 1385, along said curve to the right, an arc distance of 56.81 feet to a point, said point being the east property line of said Sandbrook Phase 8, said point being the beginning of a curve to the right, having a central angle of 1 degrees 12 minutes 44 seconds, a radius of 10074.00 feet and being subtended by a chord bearing of N01°30'41"E, a chord distance of 213.13 feet;

THENCE, continuing along the west right of way line of FM 1385, along said curve to the right, an arc distance of 213.13 feet to a point for corner, said point the east property line of a called 39.00 acre tract of land conveyed to Mustang Special Utility District, by deed recorded in Instrument Number 2016-145735, D.R.D.C.T.;

THENCE, N02°40'15"E, continuing along the west right of way line of FM 1385 a distance of 1338.72 feet to a point for corner

THENCE, N02°40'15"E, continuing along the west right of way line of FM 1385 a distance of 770.32 feet to a point for corner:

THENCE, N24°58'32"W, continuing along the west right of way line of FM 1385 a distance of 68.29 feet to a point for corner;

THENCE, N04°33'55"W, continuing along the west right of way line of FM 1385 a distance of 379.12 feet to a point for corner;

THENCE, N01°59'44"E, continuing along the west right of way line of FM 1385 a distance of 1157.65 feet to a point for corner;
THENCE, N01°59'44"E, continuing along the west right of way line of FM 1385 a distance of 1438.47 feet to a point for corner;

THENCE, N01°47'25"E, continuing along the west right of way line of FM 1385 a distance of 87.16 feet to a point for corner; ,

THENCE, N01°47'25"E, continuing along the west right of way line of FM 1385 a distance of 119.56 feet to a point for corner;

THENCE, N07°30'04"E, continuing along the west right of way line of FM 1385 a distance of 200.99 feet to a point for corner;

THENCE, N01°47'25"E, continuing along the west right of way line of FM 1385 a distance of 321.51 feet to a point for corner

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FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS IN THE F. H. POLLARD SURVEY, ABSTRACT 995, AND THE WILLIAM LUMPKIN SURVEY, ABSTRCT 730, DENTON COUNTY, TEXAS

THENCE, N04°38'33"E, continuing along the west right of way line of FM 1385 a distance of 580.46 feet to a point for corner;

THENCE, N02°00'53"E, continuing along the west right of way line of FM 1385 a distance of 1114.48 feet to a point corner, said point being on the southwest ROW corner clip of FM 1385 and FM 428:

THENCE, N43°00'25"W, continuing along the west right of way line of FM 1385 a distance of 40.37 feet to a point for corner, said point being in the south ROW line of FM 428, (a variable width right-of-way)

THENCE, S86°29'00"E, along the extension of said FM 428 south ROW line, a distance of 133.08 feet to a point for corner, said point being on the centerline of line of FM 1385, and the south ROW projection of said FM 428;

THENCE, along the centerline of said FM 1385, following calls for course and distance:

THENCE, S02°00'46"W, a distance of 512.03 feet to a point for corner;

THENCE, S01°47'25"W, a distance of 482.85 feet to a point, said point being the beginning of a curve to the right, having a central angle of 2 degrees 29 minutes 50 seconds, a radius of 2000.00 feet and being subtended by a chord bearing of S01°43'58"W, a chord distance of 87.16 feet;

THENCE, continuing along the centerline of FM 1385, along said curve to the right, an arc distance of 87.17 feet to a point for corner;

THENCE, S02°58'53"W, a distance of 973.47 feet to a point, said point being the beginning of a curve to the left, having a central angle of 2 degrees 06 minutes 11 seconds, a radius of 2000.00 feet and being subtended by a chord bearing of S02°50'31"W, a chord distance of 73.41 feet;

THENCE, continuing along the centerline of FM 1385, along said curve to the left, an arc distance of 73.41 feet to a point for corner;

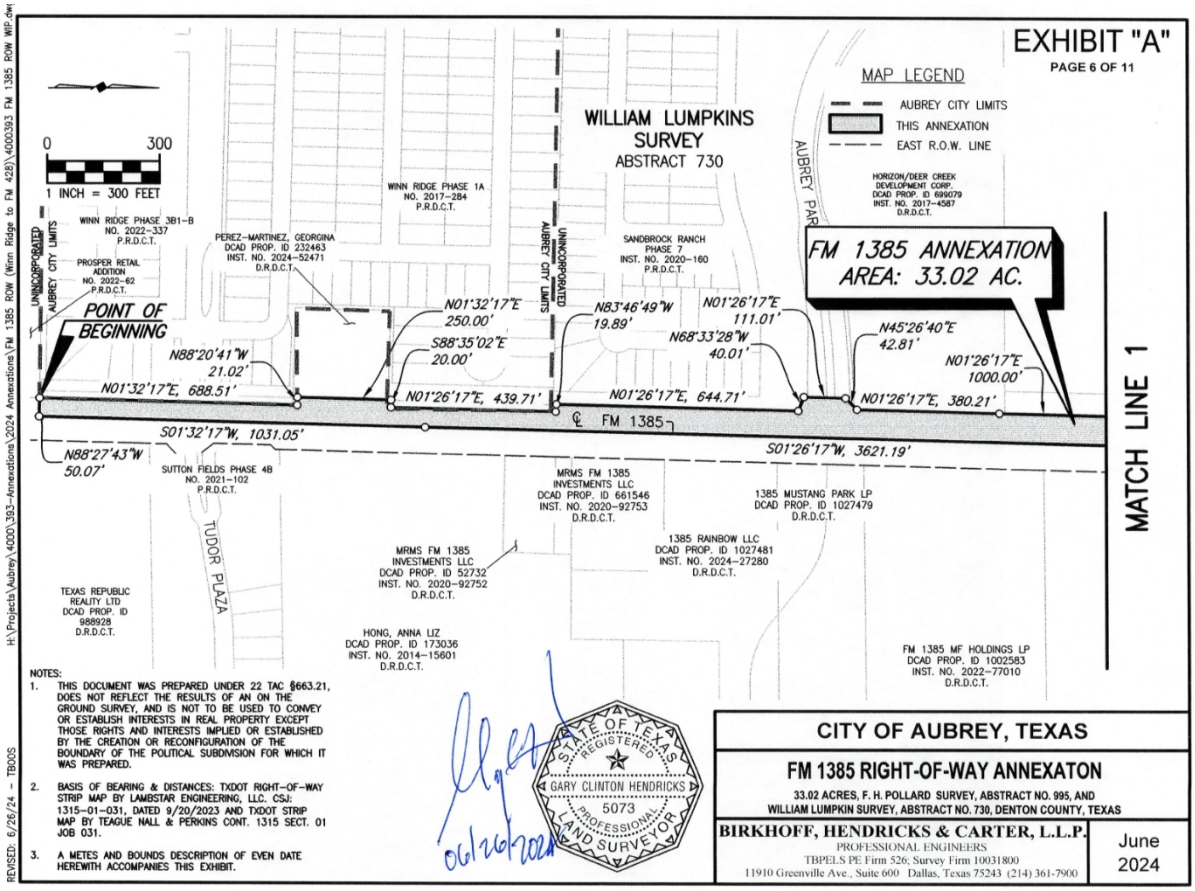
THENCE, S01°47'25"W, a distance of 1,994.55 feet to a point for corner;

THENCE, S01°59'44"W, a distance of 1094.59 feet to a point, said point being the beginning of a curve to the left, having a central angle of 6 degrees 11 minutes 39 seconds, a radius of 2000.00 feet and being subtended by a chord bearing of S00°04'37"W, a chord distance of 216.12 feet;

THENCE, continuing along the centerline of FM 1385, along said curve to the left, an arc distance of 216.22 feet to a point for corner, said point being the beginning of a curve to the left, having a central angle of 7 degrees 00 minutes 03 seconds, a radius of 2000.00 feet and being subtended by a chord bearing of S00°49'46"E, a chord distance of 244.22 feet;

THENCE, continuing along the centerline of FM 1385, along said curve to the left, an arc distance of 244.37 feet to a point for corner;

THENCE, S02°40'15"W, a distance of 2189.48 feet to a point, said point being the beginning of a curve to the left, having a central angle of 00 degrees 20 minutes 32 seconds, a radius of 10000.00 feet and being subtended by a chord bearing of S00°56'39"E, a chord distance of 59.74 feet;



NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. BASIS OF BEARING & DISTANCES: TXDOT RIGHT-OF-WAY STRIP MAP BY LAMBSTAR ENGINEERING, LLC. CSJ: 1315-01-031, DATED 9/20/2023 AND TXDOT STRIP MAP BY TEAGUE NALL & PERKINS CONT. 1315 SECT. 01 JOB 031.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.

CITY OF AUBREY, TEXAS

FM 1385 RIGHT-OF-WAY ANNEXATON

33.02 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO. 995, AND WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730, DENTON COUNTY, TEXAS

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

June 2024

REVISED: 6/26/24 - TBOOS
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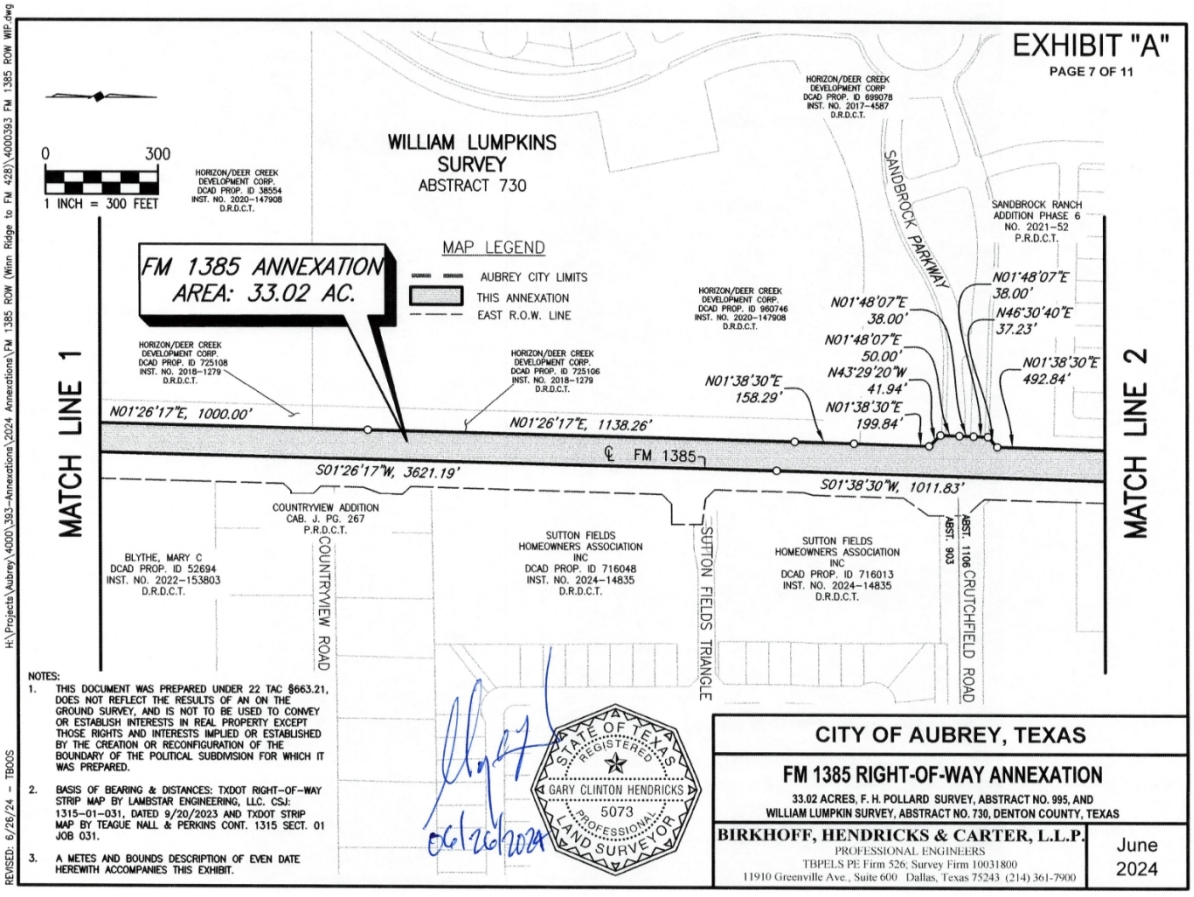

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CITY OF AUBREY, TEXAS

FM 1385 RIGHT-OF-WAY ANNEXATION

33.02 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO. 995, AND WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730, DENTON COUNTY, TEXAS

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

June 2024

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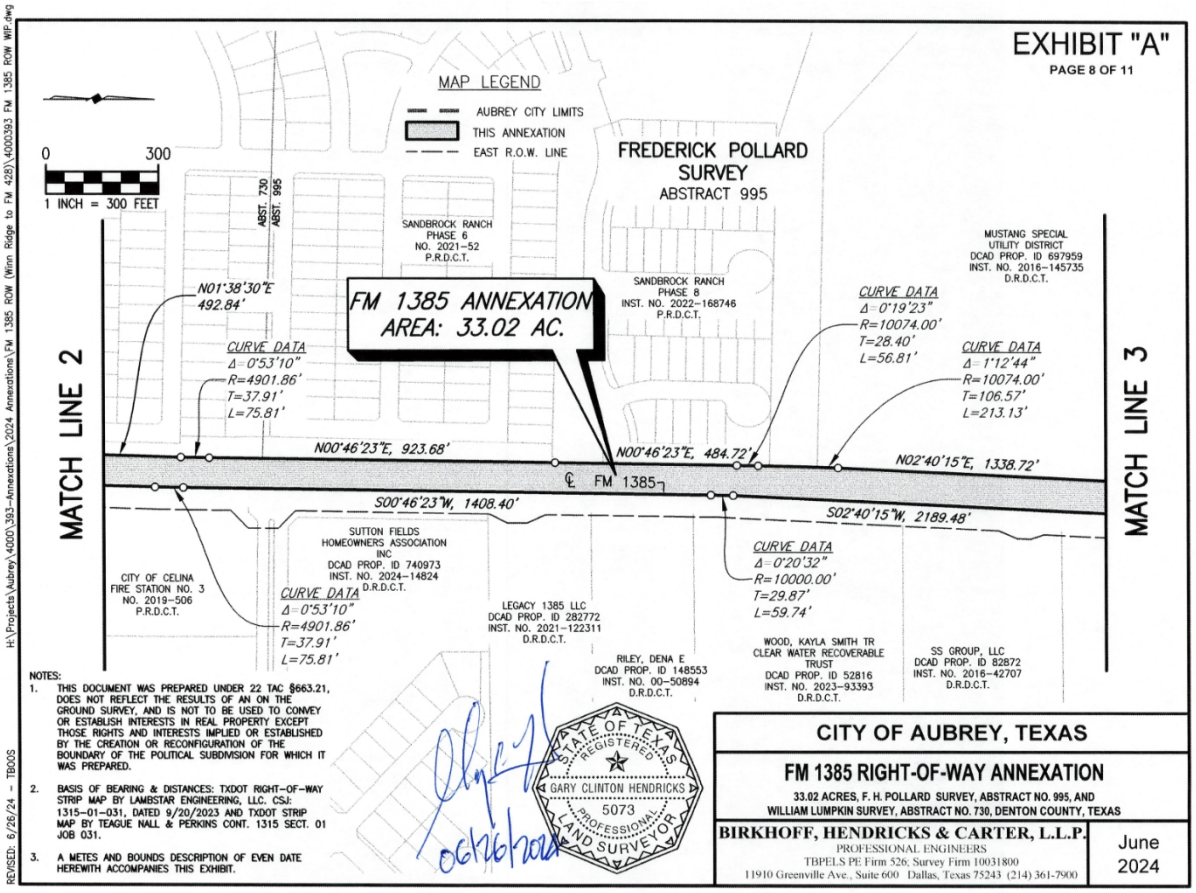
EXHIBIT "A"
PAGE 8 OF 11
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
EAST R.O.W. LINE
0 300
1 INCH = 300 FEET
FREDERICK POLLARD SURVEY
ABSTRACT 995
ABST. 730
ABST. 995
SANDBROCK RANCH PHASE 6 NO. 2021-52 P.R.D.C.T.
SANDBROCK RANCH PHASE 8 INST. NO. 2022-168746 P.R.D.C.T.
MUSTANG SPECIAL UTILITY DISTRICT DCAD PROP. ID 697959 INST. NO. 2016-145735 D.R.D.C.T.
FM 1385 ANNEXATION AREA: 33.02 AC.
MATCH LINE 2
MATCH LINE 3
N01°38'30"E 492.84'
CURVE DATA Δ=0°53'10" R=4901.86' T=37.91' L=75.81'
N00°46'23"E, 923.68'
N00°46'23"E, 484.72'
N02°40'15"E, 1338.72'
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CURVE DATA Δ=1°12'44" R=10074.00' T=106.57' L=213.13'
℄ FM 1385
S00°46'23"W, 1408.40'
S02°40'15"W, 2189.48'
CURVE DATA Δ=0°20'32" R=10000.00' T=29.87' L=59.74'
SUTTON FIELDS HOMEOWNERS ASSOCIATION INC DCAD PROP. ID 740973 INST. NO. 2024-14824 D.R.D.C.T.
CITY OF CELINA FIRE STATION NO. 3 NO. 2019-506 P.R.D.C.T.
CURVE DATA Δ=0°53'10" R=4901.86' T=37.91' L=75.81'
LEGACY 1385 LLC DCAD PROP. ID 282772 INST. NO. 2021-122311 D.R.D.C.T.
RILEY, DENA E DCAD PROP. ID 148553 INST. NO. 00-50894 D.R.D.C.T.
WOOD, KAYLA SMITH TR CLEAR WATER RECOVERABLE TRUST DCAD PROP. ID 52816 INST. NO. 2023-93393 D.R.D.C.T.
SS GROUP, LLC DCAD PROP. ID 82872 INST. NO. 2016-42707 D.R.D.C.T.
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
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3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
STATE OF TEXAS REGISTERED GARY CLINTON HENDRICKS 5073 PROFESSIONAL LAND SURVEYOR
06/26/2024
CITY OF AUBREY, TEXAS
FM 1385 RIGHT-OF-WAY ANNEXATION
33.02 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO. 995, AND WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
June 2024
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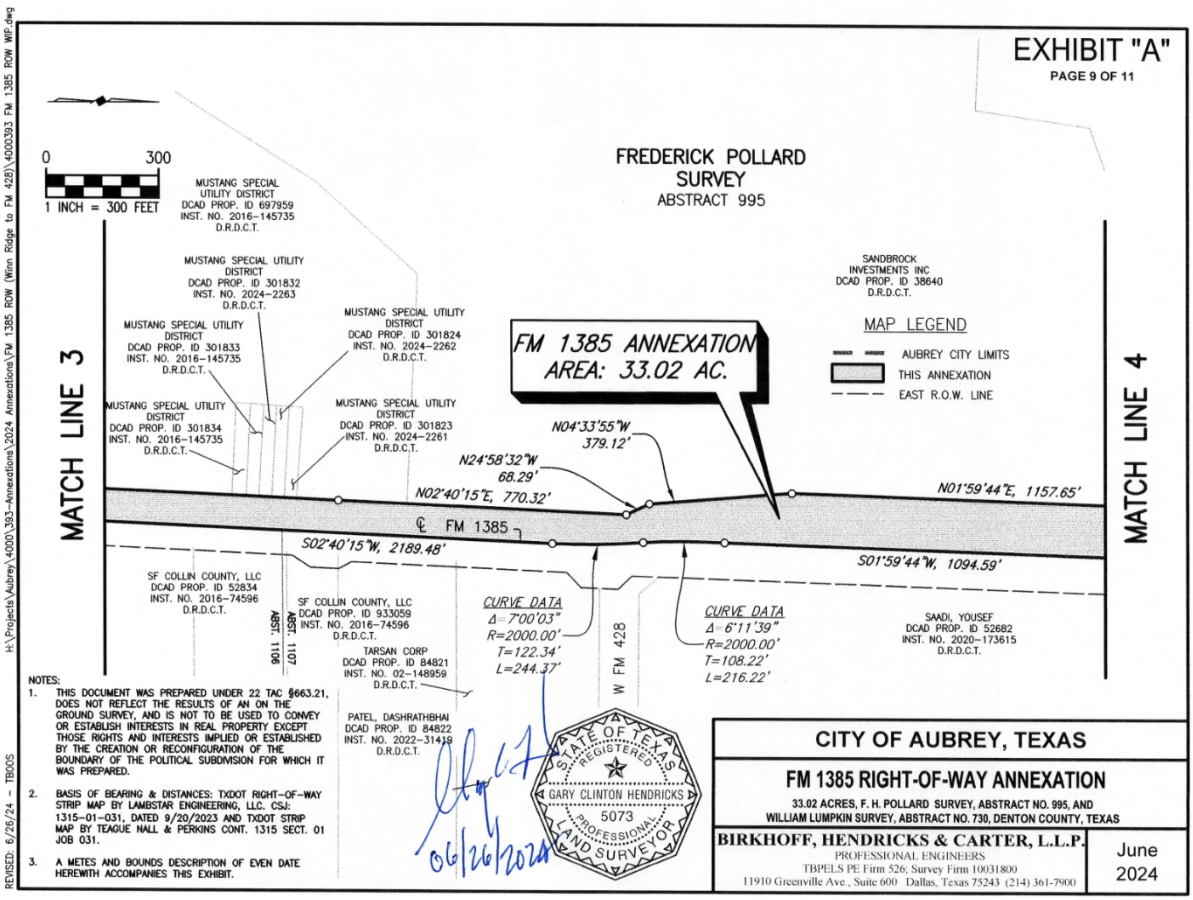
EXHIBIT "A"
PAGE 9 OF 11
0 300
1 INCH = 300 FEET
FREDERICK POLLARD SURVEY
ABSTRACT 995
MUSTANG SPECIAL UTILITY DISTRICT DCAD PROP. ID 697959 INST. NO. 2016-145735 D.R.D.C.T.
MUSTANG SPECIAL UTILITY DISTRICT DCAD PROP. ID 301832 INST. NO. 2024-2263 D.R.D.C.T.
MUSTANG SPECIAL UTILITY DISTRICT DCAD PROP. ID 301833 INST. NO. 2016-145735 D.R.D.C.T.
MUSTANG SPECIAL UTILITY DISTRICT DCAD PROP. ID 301824 INST. NO. 2024-2262 D.R.D.C.T.
MUSTANG SPECIAL UTILITY DISTRICT DCAD PROP. ID 301834 INST. NO. 2016-145735 D.R.D.C.T.
MUSTANG SPECIAL UTILITY DISTRICT DCAD PROP. ID 301823 INST. NO. 2024-2261 D.R.D.C.T.
SANDBROCK INVESTMENTS INC DCAD PROP. ID 38640 D.R.D.C.T.
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
EAST R.O.W. LINE
FM 1385 ANNEXATION AREA: 33.02 AC.
MATCH LINE 3
MATCH LINE 4
N04°33'55"W 379.12'
N24°58'32"W 68.29'
N02°40'15"E, 770.32'
N01°59'44"E, 1157.65'
℄ FM 1385
S02°40'15"W, 2189.48'
S01°59'44"W, 1094.59'
SF COLLIN COUNTY, LLC DCAD PROP. ID 52834 INST. NO. 2016-74596 D.R.D.C.T.
ABST. 1106
ABST. 1107
SF COLLIN COUNTY, LLC DCAD PROP. ID 933059 INST. NO. 2016-74596 D.R.D.C.T.
TARSAN CORP DCAD PROP. ID 84821 INST. NO. 02-148959 D.R.D.C.T.
PATEL, DASHRATHBHAI DCAD PROP. ID 84822 INST. NO. 2022-31419 D.R.D.C.T.
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W FM 428
CURVE DATA Δ=6°11'39" R=2000.00' T=108.22' L=216.22'
SAADI, YOUSEF DCAD PROP. ID 52682 INST. NO. 2020-173615 D.R.D.C.T.
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
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06/26/2024
CITY OF AUBREY, TEXAS
FM 1385 RIGHT-OF-WAY ANNEXATION
33.02 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO. 995, AND WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
June 2024
REVISED: 6/26/24 - TBOOS
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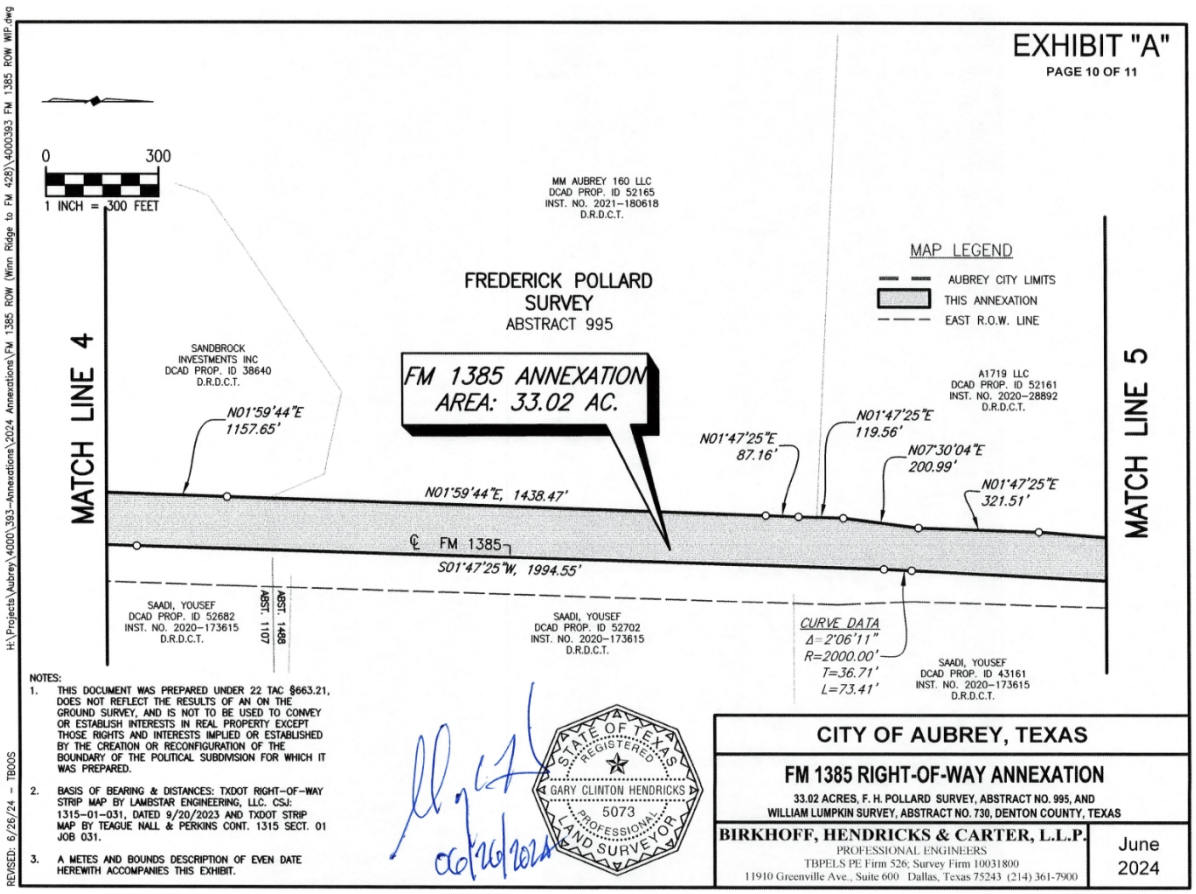
EXHIBIT "A"
PAGE 10 OF 11
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1 INCH = 300 FEET
MM AUBREY 160 LLC
DCAD PROP. ID 52165
INST. NO. 2021-180618
D.R.D.C.T.
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
EAST R.O.W. LINE
FREDERICK POLLARD
SURVEY
ABSTRACT 995
FM 1385 ANNEXATION
AREA: 33.02 AC.
MATCH LINE 4
MATCH LINE 5
SANDBROCK
INVESTMENTS INC
DCAD PROP. ID 38640
D.R.D.C.T.
A1719 LLC
DCAD PROP. ID 52161
INST. NO. 2020-28892
D.R.D.C.T.
N01°59'44"E
1157.65'
N01°47'25"E
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N01°47'25"E
119.56'
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℄ FM 1385
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SAADI, YOUSEF
DCAD PROP. ID 52682
INST. NO. 2020-173615
D.R.D.C.T.
ABST. 1107
ABST. 1488
SAADI, YOUSEF
DCAD PROP. ID 52702
INST. NO. 2020-173615
D.R.D.C.T.
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SAADI, YOUSEF
DCAD PROP. ID 43161
INST. NO. 2020-173615
D.R.D.C.T.
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
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STATE OF TEXAS
REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR
06/26/2024
CITY OF AUBREY, TEXAS
FM 1385 RIGHT-OF-WAY ANNEXATION
33.02 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO. 995, AND
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
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June
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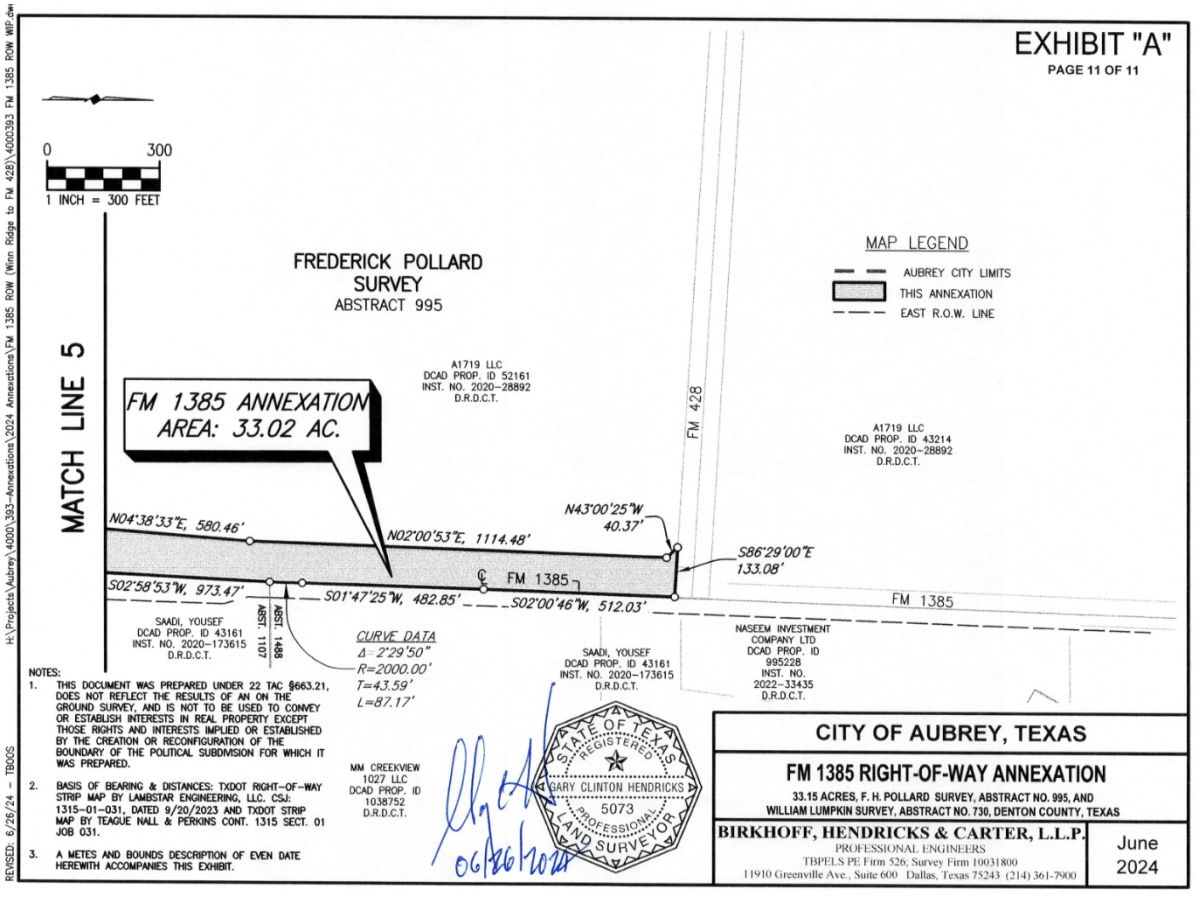
EXHIBIT "A"
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1 INCH = 300 FEET
FREDERICK POLLARD
SURVEY
ABSTRACT 995
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
EAST R.O.W. LINE
MATCH LINE 5
FM 1385 ANNEXATION
AREA: 33.02 AC.
A1719 LLC
DCAD PROP. ID 52161
INST. NO. 2020-28892
D.R.D.C.T.
FM 428
A1719 LLC
DCAD PROP. ID 43214
INST. NO. 2020-28892
D.R.D.C.T.
N04°38'33"E, 580.46'
N02°00'53"E, 1114.48'
N43°00'25"W
40.37'
S86°29'00"E
133.08'
℄ FM 1385
S02°58'53"W, 973.47'
S01°47'25"W, 482.85'
S02°00'46"W, 512.03'
FM 1385
SAADI, YOUSEF
DCAD PROP. ID 43161
INST. NO. 2020-173615
D.R.D.C.T.
ABST. 1107
ABST. 1488
CURVE DATA
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T=43.59'
L=87.17'
SAADI, YOUSEF
DCAD PROP. ID 43161
INST. NO. 2020-173615
D.R.D.C.T.
NASEEM INVESTMENT
COMPANY LTD
DCAD PROP. ID
995228
INST. NO.
2022-33435
D.R.D.C.T.
MM CREEKVIEW
1027 LLC
DCAD PROP. ID
1038752
D.R.D.C.T.
NOTES:
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REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR
06/26/2024
CITY OF AUBREY, TEXAS
FM 1385 RIGHT-OF-WAY ANNEXATION
33.15 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO. 995, AND
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
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REVISED: 6/26/24 - TBOOS

Exhibit "B"
SERVICE PLAN

Upon annexation of the area identified above and as identified on Exhibit "A", the City of Aubrey will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**
   The City of Aubrey, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Fire Protection and Emergency Medical Services**
   The City of Aubrey, Texas and its Fire Department will provide fire protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

   The City of Aubrey, Texas and its Fire Department will provide EMS services to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

3. **Maintenance of Water and Wastewater Facilities**
   All water and wastewater facilities owned or maintained by the City of Aubrey at the time of the proposed annexation shall continue to be maintained by the City of Aubrey. All water and wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be maintained by the City of Aubrey to the extent of its ownership. The now existing water and wastewater mains at existing locations shall be available for the point of use extension based upon the City of Aubrey standard extension policy now existing or as may be amended. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances.

4. **Solid Waste Collection**
   Solid waste collection is contracted through Republic Services and commercial accounts are arranged by each account individually with Republic Services. Solid waste collection will be provided to citizens in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose fees and provide the service.

   If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose fees and provide the service. Garbage

collection locations shall be subject to the approval of the Director of Public Works. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

5. **Maintenance of Roads and Streets**
Any and all public roads, streets or alleyways shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under the ownership of the homeowner association and as such maintained by the association.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools**
The City of Aubrey, Texas is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowner association and as such maintained by the association.

7. **Maintenance of any Publicly owned Facility, Building or Municipal Service**
The City of Aubrey, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

8. **Other Services**
The City of Aubrey, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2 ½ YEARS

1. **Police and Fire Protection and Solid Waste Collection**
The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Aubrey, Texas with like topography, land use and population density as those found within the newly annexed areas.

2. **Water and Wastewater Facilities**
For the next 2 ½ years, the City of Aubrey, Texas finds and determines that there is

sufficient capacity for water and wastewater to provide services to the annexed areas pursuant to the City of Aubrey extension policies.

3. **Roads and Streets**
The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

4. **Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service**
The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS
The City of Aubrey, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS
This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Aubrey.

LEVEL OF SERVICE
Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS
The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Consider and act on an Ordinance annexing the hereinafter described territory known as the 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; extending the boundary limits of the City so as to include the described property

Staff Contact
Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary
This ordinance is the annexation of FM 428 from the intersection at FM 1385 and going west to the intersection at FM 2931. Public hearings were held at previous council meetings on June 27th and June 29th.

Financial Summary

Staff Recommended Motion
Approve

Conditions
N/A

CITY OF AUBREY, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN APPROXIMATE 34.27 ACRE TRACT, BEING THAT 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 ANY ADDITIONAL ADJACENT RIGHT-OF-WAY, DENTON COUNTY, TEXAS; AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF AUBREY, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey (the "City") is a municipal corporation located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City desires to annex the certain property described and depicted in **Exhibit "A",** attached and incorporated as if set forth fully herein (the "Property"); and

WHEREAS, in accordance with Section 43.003 and Section 43.1055 of the Texas Local Government Code, the City now desires to annex a 33.02 acre tract, being that 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 any additional adjacent right-of-way, Denton County, Texas; and

WHEREAS, two public hearings were conducted in accordance with Section 43.063 of the Texas Local Government Code, on June 27, 2024 and June 29, 2024 to consider the annexation of the Property; and

WHEREAS, any and all required written notices were timely sent to all property owners and others entitled to same; and

WHEREAS, the notice of the public hearings were published in *The Post-Signal* a newspaper of general circulation within the City, on June 7, 2024 and on June 14, 2024, such dates being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council has investigated into, has determined and officially finds that no part of the Property is within the ETJ of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City's limits, the City Council has found and incorporates herein its finding that surrounding the area is in the public interest; and

WHEREAS, the City acknowledges that it shall provide services to the Property deemed necessary in the service plan in **Exhibit "B"**, attached hereto and incorporated as if fully set forth herein, in accordance with Section 43.065 of the Texas Local Government Code; and

WHEREAS, the City Council finds and determines that annexation of the Property as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

Section 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Official City Map Amended.

2.01. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2.02. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

Section 3. Annexation of Area. The Property, and any and all adjacent rights-of-way, are hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

Section 4. Filing of Ordinance Required. The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies.

Section 5. Effect on Territory. From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City, and subject to the service plan referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

Section 6. Cumulative Repealer/Savings. All provisions of any Ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining provisions shall remain in full force and effect.

Section 7. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 8. Engrossment and Enrollment. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the ordinance records of the City.

Section 9. Effective Date. This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas this the 25th day of July, 2024.

APPROVED:

_____
Chris Rich, Mayor

ATTEST:

_____
Jenny Hicks, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

Exhibit "A"
Property Legal Description and Depiction

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
IN THE F. H. POLLARD SURVEY, ABSTRACT 995, DENTON COUNTY, TEXAS

Being a 34.27 acre tract of land for annexation into the City Limits of the City of Aubrey, Texas,, and being the full right of way width of Farm to Market Road 428 (FM 428) (a variable width right-of-way) from the existing Aubrey City Limits as defined by Aubrey Annexation Ordinance 220, dated March 15, 1996, to the centerline of F.M. 1385. said 34.27 acre tract, in the F. H. Pollard Survey, Abstract No. 995, Denton County, Texas, said 34.27 acre tract being more particularly described as follows:

BEGINNING at a point for corner, said point being on the west abstract line of F.H. Pollard Survey, Abstract No. 995, and the east abstract line of Franciso Trevino, Abstract 1243, said point also being at the south right-of-way line of FM 428, said point also being on the Existing City Limits of the City of Aubrey as established by Aubrey annexation ORD. 220, dated 3/15/1996;

THENCE, N02°01'17"E, along the said existing Aubrey City Limit Line and along the west abstract line of said F.H. Pollard a distance of 80.27 feet to a point for corner on said FM 428 right-of-way, said point being the beginning of a curve to the right, having a central angle of 2 degrees 54 minutes 2 seconds, a radius of 464.44 feet and being subtended by a chord bearing of S82°14'09"E, a chord distance of 23.51 feet;

THENCE, along the north right of way line of FM 428, and along the said curve to the right, an arc distance of 23.51 feet to a point for corner;

THENCE, N01°46'26"E, along the north right of way line of FM 428, a distance of 68.84 feet to a point for corner, said point being at the west property line of a called 198.98 acre A1719 LLC tract of land conveyed to A1719 LLC, by deed recorded in Instrument No. 2020-28892 of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE, S44°29'32"E, along the north right of way line of FM 428, a distance of 68.53 feet to a point for corner, said point being the beginning of a curve to the right, having a central angle of 18 degrees 26 minutes 16 seconds, a radius of 482.50 feet and being subtended by a chord bearing of S65°15'29"E, a chord distance of 154.60 feet;

THENCE, along the north right of way line of FM 428, and along the said curve to the right, an arc distance of 155.27 feet to a point for tangency;

THENCE, S31°35'06"W, along the north right of way line of FM 428,a distance of 26.80 feet to a point for corner, , being the beginning of a curve to the right, having a central angle of 37 degrees 49 minutes 06 seconds, a radius of 464.44 feet and being subtended by a chord bearing of S38°23'33"E, a chord distance of 301.02 feet;

THENCE, along the north right of way line of FM 428, and along the said curve to the right, an arc distance of 301.02 feet to a point for tangency;

THENCE, S19°29'00"E, along the northeastern ROW line of said FM 428, a distance of 132.10 feet to a point for corner, said point being the beginning of a curve to the left, having a central angle of 67 degrees 35 minutes 00 seconds, a radius of 436.03 feet and being subtended by a chord bearing of S53°16'30"E, a chord distance of 485.02 feet;

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
IN THE F. H. POLLARD SURVEY, ABSTRACT 995, DENTON COUNTY, TEXAS

THENCE, along the north right of way line of FM 428,and along the said curve left, an arc distance of 514.32 feet to a point for tangency;

THENCE, along the north ROW line of said FM 428, the following calls for course and distance:

THENCE, S87°04'00"E, a distance of 1612.08 feet to a point for corner;

THENCE, S86°33'00"E, a distance of 739.80 feet to a point for corner;

THENCE, S85°56'00"E, a distance of 410.82 feet to a point for corner;

THENCE, N88°21'22"E, a distance of 100.50 feet to a point for corner;

THENCE, S85°56'00"E, a distance of 350.00 feet to a point, said point being the beginning of a curve to the left, having a central angle of 28 degrees 30 minutes 00 seconds, a radius of 904.93 feet and being subtended by a chord bearing of N79°49'00"E, a chord distance of 445.50 feet;

THENCE, along said curve to the left, an arc distance of 450.13 feet to a point for corner;

THENCE, N65°34'00"E, a distance of 338.90 feet to a point, said point being the beginning of a curve to the right, having a central angle of 15 degrees 51 minutes 52 seconds, a radius of 1004.81 feet and being subtended by a chord bearing of N73°29'56"E, a chord distance of 277.33 feet;

THENCE, , along said curve to the right, an arc distance of 278.22 feet to a point for corner;

THENCE, N37°07'10"E, a distance of 50.45 feet to a point for corner;

THENCE, N80°34'26"E, a distance of 370.31 feet to a point for corner;

THENCE, N85°26'59"E, a distance of 428.34 feet to a point for corner;

THENCE, S84°00'28"E, a distance of 69.88 feet to a point for corner;

THENCE, S79°16'56"E, a distance of 83.98 feet to a point for corner;

THENCE, S70°42'15"E, a distance of 111.75 feet to a point for corner;

THENCE, S60°52'19"E, a distance of 216.05 feet to a point for corner;

THENCE, S45°41'20"E, a distance of 103.34 feet to a point for corner;

THENCE, S59°38'54"E, a distance of 375.07 feet to a point, said point being the beginning of a curve to the left, having a central angle of 24 degrees 09 minutes 05 seconds, a radius of 586.54 feet and being subtended by a chord bearing of S74°50'33"E, a chord distance of 245.41 feet;

THENCE, along said curve to the left, an arc distance of 278.22 feet to a point for corner;

THENCE, N03°06'00"E, a distance of 10.00 feet to a point for corner;

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
IN THE F. H. POLLARD SURVEY, ABSTRACT 995, DENTON COUNTY, TEXAS

THENCE, S86°54'00"E, a distance of 590.19 feet to a point for corner;

THENCE, S87°18'00"E, a distance of 924.19 feet to a point, said point being the beginning of a curve to the left, having a central angle of 4 degrees 16 minutes 00 seconds, a radius of 5,670.03 feet and being subtended by a chord bearing of S89°26'00"E, a chord distance of 422.13 feet;

THENCE, along said curve to the left, an arc distance of 422.23 feet to a point for corner;

THENCE, N88°26'00"E, a distance of 868.90 feet to a point for corner;

THENCE, S01°34'00"E, a distance of 15.00 feet to a point for corner;

THENCE, N88°26'00"E, a distance of 290.50 feet to a point, said point being the beginning of a curve to the right, having a central angle of 23 degrees 20 minutes 0 seconds, a radius of 618.86 feet and being subtended by a chord bearing of S79°54'00"E, a chord distance of 250.29 feet;

THENCE, along said curve to the right, an arc distance of 252.03 feet to a point for corner;

THENCE, S68°14'00"E, a distance of 187.90 feet to a point, said point being the beginning of a curve to the left, having a central angle of 18 degrees 36 minutes 25 seconds, a radius of 527.96 feet and being subtended by a chord bearing of S77°32'13"E, a chord distance of 170.70 feet;

THENCE, along said curve to the left, an arc distance of 170.70 feet to a point for corner;

THENCE, S86°40'00"E, a distance of 1,175.94 feet to a point for corner;

THENCE, S86°29'00"E, a distance of 1975.46 feet to a point for corner, said point being on the east abstract line of said abstract line of F.H. Pollard Survey, Abstract No. 995, and the west abstract line of Levi Robinson Survey, Abstract No. 1488, said point also being on the centerline of Farm to Market Road 1385 (FM 1385) (variable width right-of-way);

THENCE, S02°02'10"W, along the centerline of F.M. 1385, a distance of 90.03 feet to a point for corner, said point being in the FM 428 south right of way line projection at the centerline of FM 1385;

THENCE, N86°29'00"W, departing the centerline of FM 1385 and along the south right of way line of FM 428 and the north property line of a called 203.96 acre tract, conveyed to A1719 LLC, by deed recorded in Instrument No. 2020-28892, D.R.D.C.T., a distance of 1,977.64 to a point for corner;

THENCE, along the south ROW line of said FM 428, and the northern property line of a said 203.96 acre A1719 LLC tract, calls for course and distance:

THENCE, N86°40'00"W, a distance of 1175.66 feet to a point for corner, said point being the beginning of a curve to the right, having a central angle of 18 degrees 35 minutes 38 seconds, a radius of 617.96 feet and being subtended by a chord bearing of N77°31'49"W, a chord distance of 199.66 feet;

THENCE, along said curve to the right, an arc distance of 200.54 feet to a point for corner;

THENCE, N68°14'00"W, a distance of 53.28 feet to a point for corner;

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
IN THE F. H. POLLARD SURVEY, ABSTRACT 995, DENTON COUNTY, TEXAS

THENCE, N87°08'49"W, a distance of 625.12 feet to a point for corner;

THENCE, N01°56'39"W, a distance of 48.40 feet to a point for corner said point being a a called 102.57 acre tract, conveyed to A1719 LLC, by deed recorded in Instrument No. 2020-28892, D.R.D.C.T.;

THENCE, along the south ROW line of said FM 428, and the said northern property line of said 102.57 A1719 LLC, tract the following calls for course and distance:

THENCE, S88°26'00"W, a distance of 868.90 feet to a point for corner, said point being the beginning of a curve to the right, having a central angle of 4 degrees 16 minutes 00 seconds, a radius of 5775.03 feet and being subtended by a chord bearing of N89°26'00"W, a chord distance of 429.95 feet;

THENCE, along said curve to the right, an arc distance of 430.05 feet to a point for corner;

THENCE, N87°18'00"W, a distance of 924.56 feet to a point for corner;

THENCE, N86°54'00"W, a distance of 590.56 feet to a point for corner;

THENCE, S03°06'00"W, a distance of 5.00 feet to a point for corner, said point being the beginning of a curve to the right, having a central angle of 24 degrees 08 minutes 56 seconds, a radius of 686.54 feet and being subtended by a chord bearing of N74°50'28"W, a chord distance of 287.22 feet;

THENCE, along said curve to the right, an arc distance of 289.36 feet to a point for corner, said point being on the south ROW line of said FM 428, and on the north property line of a called 1.00 acre tract conveyed to Jeffrey Coffey LLC, by deed recorded in Instrument No. 2024-106100, D.R.D.C.T.;

THENCE, N62°46'00"W, along the south ROW Line of FM 428, a distance of a 417.85 feet to a point for corner on the north property line of said 1.00 acre Coffey tract;

THENCE, N72°11'45"W, along the south ROW Line of FM 428, a distance of 88.27 feet to a point for corner on the north property line of said 102.57 acre A1719 LLC, and the south ROW line of said FM 428;

THENCE, along the south ROW line of said FM 428, and the said northern property line of said 102.57 acre A1719 LLC tract, following calls for course and distance:

THENCE, N69°32'50"W, a distance of 146.44 feet to a point for corner;

THENCE, N72°59'51"W, a distance of 90.18 feet to a point for corner;

THENCE, N83°20'07"W, a distance of 178.24 feet to a point for corner;

THENCE, S89°18'03"W, a distance of 95.99 feet to a point for corner;

THENCE, S85°31'20"W, a distance of 216.53 feet to a point for corner;

THENCE, S81°46'40"W, a distance of 316.09 feet to a point for corner;

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
IN THE F. H. POLLARD SURVEY, ABSTRACT 995, DENTON COUNTY, TEXAS

THENCE, S77°44'37"W, a distance of 115.11 feet to a point for corner;

THENCE, N41°30'40"W, a distance of 64.31 feet to a point for corner, said point being the beginning of a curve to the left, having a central angle of 13 degrees 56 minutes 29 seconds, a radius of 904.81 feet and being subtended by a chord bearing of S72°32'15"W, a chord distance of 219.62 feet;

THENCE, along the south ROW Line of FM 428, and said curve to the left, an arc distance of 220.16 feet to a point for corner, the north property line of a called 24.22 acre tract of land conveyed to Stephen L Hodge, by deed recorded in Instrument No. 2008-3713, D.R.D.C.T.;

THENCE, S65°04'00"W, along the south ROW Line of FM 428 and the north property line of said 24.22 acre Hodge tract, a distance of 338.90 feet to a point for corner said point also being the beginning of a curve to the left, having a central angle of 28 degrees 30 minutes 00 seconds, a radius of 1004.93 feet and being subtended by a chord bearing of S79°49'00"W, a chord distance of 494.73 feet;

THENCE, along the south ROW Line of FM 428and along said curve to the left, an arc distance of 499.87 feet to a point for corner, said point being the north property line of a called 5.00 acre tract conveyed to William W Benson by deed recorded in Instrument No. 97-0046808, D.R.D.C.T.;

THENCE, N85°56'00"W, along the south ROW Line of FM 428 a distance of 350.00 feet to a point for corner, said point being the north property line of a called 18.82 acre tract of land conveyed to William and Rachel Dugas by deed recorded in Instrument No. 2023-55043, D.R.D.C.T.;

THENCE, N80°13'22"W, along the south ROW Line of FM 428 and the north property line of said 18.82 acre Dugas tract a distance of 100.50 feet to a point for corner;

THENCE, N85°56'00"W, along the south ROW Line of FM 428 a distance of 410.38 feet to a point for corner, said point being the northwest property corner of a called 5.00 acre tract of land conveyed to Koya, Surekha, and Mallavarapu, Ananth by deed recorded in Instrument No. 2023-60450, D.R.D.C.T.;

THENCE, N86°33'00"W along the south ROW Line of FM 428a distance of 739.00 feet to a point for corner, said point being the north property line of a called 4.00 acre tract of land conveyed to Darwish, Wisam and Brown by deed recorded in Instrument No. 2022-77065, D.R.D.C.T.;

THENCE, N87°04'00"W, along the south ROW Line of FM 428 a distance of 1611.72 feet to a point for cornersaid point being said point being the northwest property corner of a called 3.81 acre tract of land conveyed to Edward Redfearn by deed recorded in Instrument No. 2012-12159, D.R.D.C.T., said also point being the northeast property corner of a called 1.65 acre tract of land conveyed to Kenneth R Hall by deed recorded in Instrument No. 00-99410, D.R.D.C.T., said point also being the beginning of a curve to the right, having a central angle of 67 degrees 35 minutes 00 seconds, a radius of 516.03 feet and being subtended by a chord bearing of N53°16'30"W, a chord distance of 574.00 feet;

THENCE, along the south ROW Line of FM 428 and , along said curve to the right, an arc distance of 516.03 feet to a point for corner, said point being on the north property line of a called 3.22 acre tract conveyed to Antioch Baptist Church by deed recorded in Instrument No. 04-51096, D.R.D.C.T.;

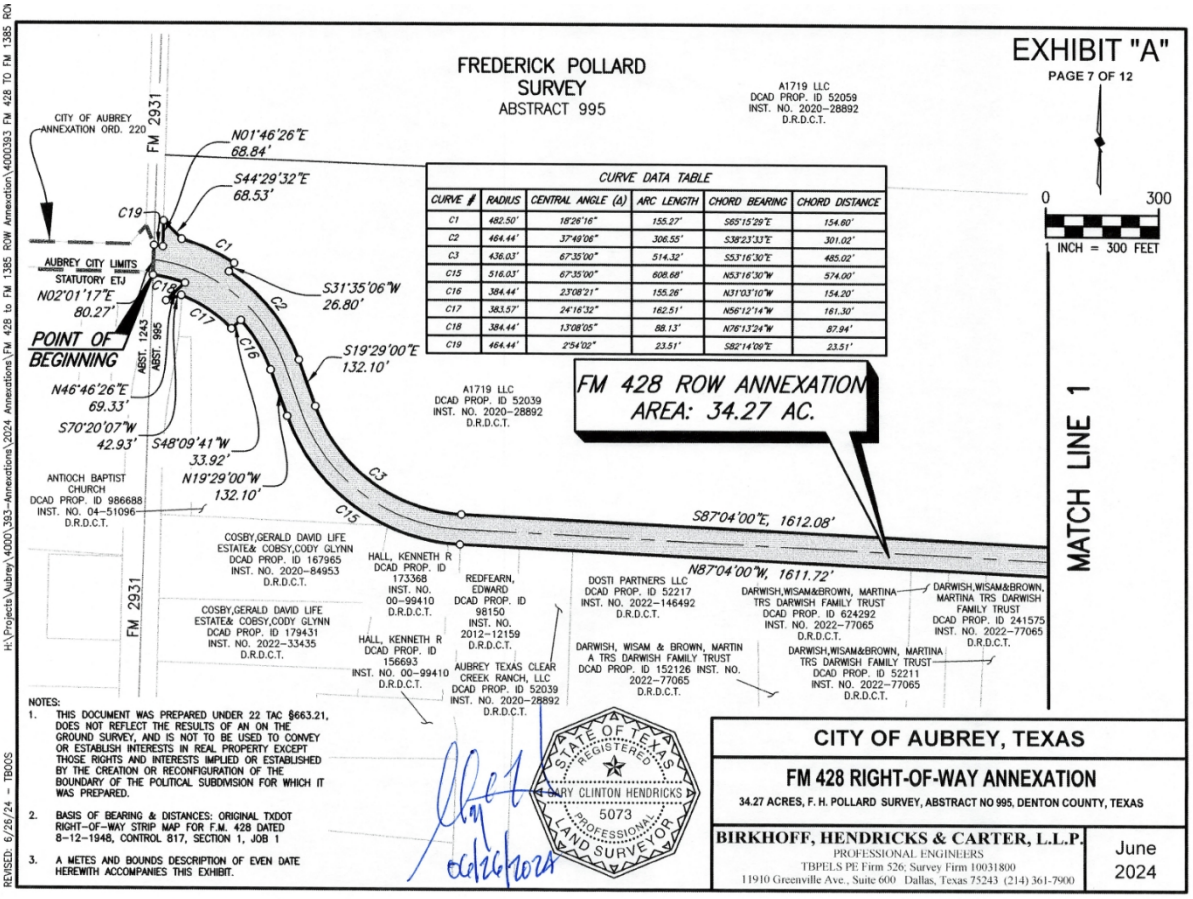
EXHIBIT "A"
PAGE 7 OF 12
FREDERICK POLLARD SURVEY
ABSTRACT 995
A1719 LLC
DCAD PROP. ID 52059
INST. NO. 2020-28892
D.R.D.C.T.
CITY OF AUBREY ANNEXATION ORD. 220
FM 2931
N01°46'26"E
68.84'
S44°29'32"E
68.53'
AUBREY CITY LIMITS
STATUTORY ETJ
N02°01'17"E
80.27'
POINT OF BEGINNING
ABST. 1243
ABST. 995
S31°35'06"W
26.80'
S19°29'00"E
132.10'
N46°46'26"E
69.33'
S70°20'07"W
42.93'
S48°09'41"W
33.92'
N19°29'00"W
132.10'
ANTIOCH BAPTIST CHURCH
DCAD PROP. ID 986688
INST. NO. 04-51096
D.R.D.C.T.
CURVE DATA TABLE
CURVE # | RADIUS | CENTRAL ANGLE (Δ) | ARC LENGTH | CHORD BEARING | CHORD DISTANCE
C1 | 482.50' | 18°26'16" | 155.27' | S85°15'29"E | 154.60'
C2 | 464.44' | 37°49'06" | 306.55' | S38°23'33"E | 301.02'
C3 | 436.03' | 67°35'00" | 514.32' | S53°16'30"E | 485.02'
C15 | 516.03' | 67°35'00" | 608.68' | N53°16'30"W | 574.00'
C16 | 384.44' | 23°08'21" | 155.26' | N31°03'10"W | 154.20'
C17 | 383.57' | 24°16'32" | 162.51' | N56°12'14"W | 161.30'
C18 | 384.44' | 13°08'05" | 88.13' | N76°13'24"W | 87.94'
C19 | 464.44' | 2°54'02" | 23.51' | S82°14'09"E | 23.51'
FM 428 ROW ANNEXATION
AREA: 34.27 AC.
A1719 LLC
DCAD PROP. ID 52039
INST. NO. 2020-28892
D.R.D.C.T.
S87°04'00"E, 1612.08'
N87°04'00"W, 1611.72'
COSBY,GERALD DAVID LIFE ESTATE& COBSY,CODY GLYNN
DCAD PROP. ID 167965
INST. NO. 2020-84953
D.R.D.C.T.
COSBY,GERALD DAVID LIFE ESTATE& COBSY,CODY GLYNN
DCAD PROP. ID 179431
INST. NO. 2022-33435
D.R.D.C.T.
HALL, KENNETH R
DCAD PROP. ID 173388
INST. NO. 00-99410
D.R.D.C.T.
HALL, KENNETH R
DCAD PROP. ID 156693
INST. NO. 00-99410
D.R.D.C.T.
REDFEARN, EDWARD
DCAD PROP. ID 98150
INST. NO. 2012-12159
D.R.D.C.T.
AUBREY TEXAS CLEAR CREEK RANCH, LLC
DCAD PROP. ID 52039
INST. NO. 2020-28892
D.R.D.C.T.
DOSTI PARTNERS LLC
DCAD PROP. ID 52217
INST. NO. 2022-146492
D.R.D.C.T.
DARWISH, WISAM & BROWN, MARTIN A TRS DARWISH FAMILY TRUST
DCAD PROP. ID 152126 INST. NO. 2022-77065
D.R.D.C.T.
DARWISH,WISAM&BROWN, MARTINA TRS DARWISH FAMILY TRUST
DCAD PROP. ID 624292
INST. NO. 2022-77065
D.R.D.C.T.
DARWISH,WISAM&BROWN, MARTINA TRS DARWISH FAMILY TRUST
DCAD PROP. ID 52211
INST. NO. 2022-77065
D.R.D.C.T.
DARWISH,WISAM&BROWN, MARTINA TRS DARWISH FAMILY TRUST
DCAD PROP. ID 241575
INST. NO. 2022-77065
D.R.D.C.T.
MATCH LINE 1
0
300
INCH = 300 FEET
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. BASIS OF BEARING & DISTANCES: ORIGINAL TXDOT RIGHT-OF-WAY STRIP MAP FOR F.M. 428 DATED 8-12-1948, CONTROL 817, SECTION 1, JOB 1
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
STATE OF TEXAS
REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR
CITY OF AUBREY, TEXAS
FM 428 RIGHT-OF-WAY ANNEXATION
34.27 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO 995, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
June 2024
REVISED: 6/26/24 - TBOOS
H:\Projects\Aubrey\4000\393-Annexations\2024 Annexations\FM 428 to FM 1385 ROW Annexation\4000393 FM 428 TO FM 1385 RO

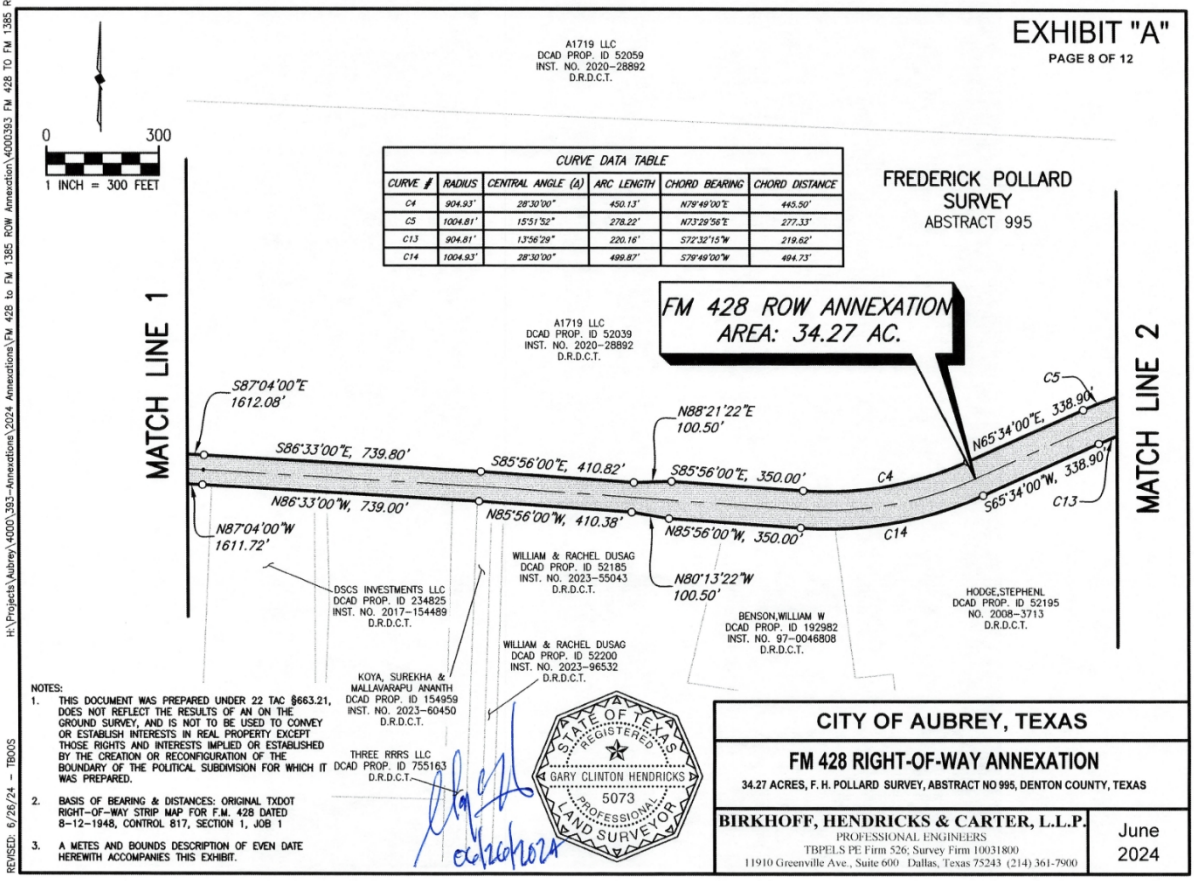
EXHIBIT "A"
PAGE 8 OF 12
A1719 LLC
DCAD PROP. ID 52059
INST. NO. 2020-28892
D.R.D.C.T.
0
300
1 INCH = 300 FEET
CURVE DATA TABLE
CURVE # | RADIUS | CENTRAL ANGLE (Δ) | ARC LENGTH | CHORD BEARING | CHORD DISTANCE
C4 | 904.93' | 28°30'00" | 450.13' | N79°49'00"E | 445.50'
C5 | 1004.81' | 15°51'52" | 278.22' | N73°29'56"E | 277.33'
C13 | 904.81' | 13°56'29" | 220.16' | S72°32'15"W | 219.62'
C14 | 1004.93' | 28°30'00" | 499.87' | S79°49'00"W | 494.73'
FREDERICK POLLARD SURVEY
ABSTRACT 995
FM 428 ROW ANNEXATION
AREA: 34.27 AC.
A1719 LLC
DCAD PROP. ID 52039
INST. NO. 2020-28892
D.R.D.C.T.
MATCH LINE 1
MATCH LINE 2
S87°04'00"E
1612.08'
S86°33'00"E, 739.80'
S85°56'00"E, 410.82'
N88°21'22"E
100.50'
S85°56'00"E, 350.00'
N65°34'00"E, 338.90'
S65°34'00"W, 338.90'
N86°33'00"W, 739.00'
N85°56'00"W, 410.38'
N85°56'00"W, 350.00'
N87°04'00"W
1611.72'
N80°13'22"W
100.50'
WILLIAM & RACHEL DUSAG
DCAD PROP. ID 52185
INST. NO. 2023-55043
D.R.D.C.T.
DSCS INVESTMENTS LLC
DCAD PROP. ID 234825
INST. NO. 2017-154489
D.R.D.C.T.
WILLIAM & RACHEL DUSAG
DCAD PROP. ID 52200
INST. NO. 2023-96532
D.R.D.C.T.
KOYA, SUREKHA & MALLAVARAPU ANANTH
DCAD PROP. ID 154959
INST. NO. 2023-60450
D.R.D.C.T.
THREE RRRS LLC
DCAD PROP. ID 755163
D.R.D.C.T.
BENSON,WILLIAM W
DCAD PROP. ID 192982
INST. NO. 97-0046808
D.R.D.C.T.
HODGE,STEPHENL
DCAD PROP. ID 52195
NO. 2008-3713
D.R.D.C.T.
NOTES:
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3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
STATE OF TEXAS
REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR
CITY OF AUBREY, TEXAS
FM 428 RIGHT-OF-WAY ANNEXATION
34.27 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO 995, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
June 2024
REVISED: 6/26/24 - TBOOS
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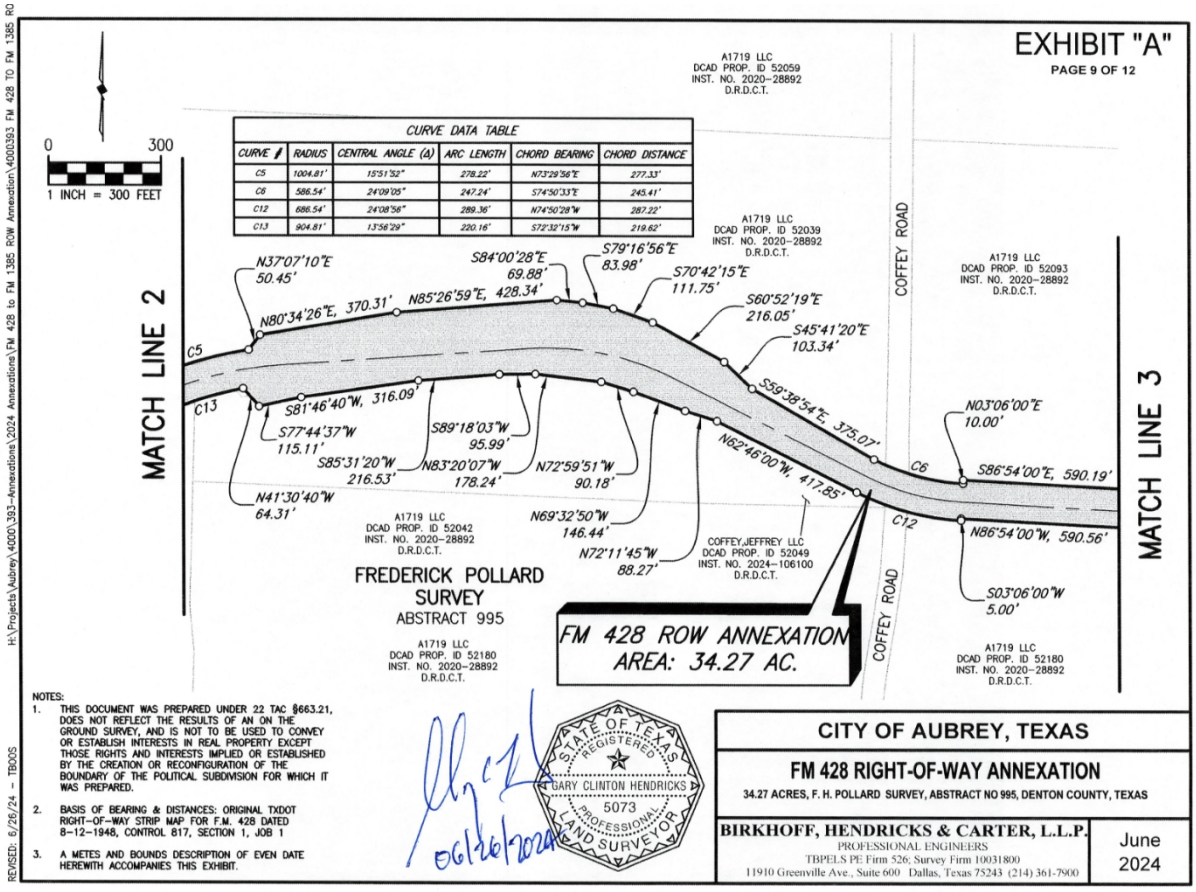

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CITY OF AUBREY, TEXAS

FM 428 RIGHT-OF-WAY ANNEXATION

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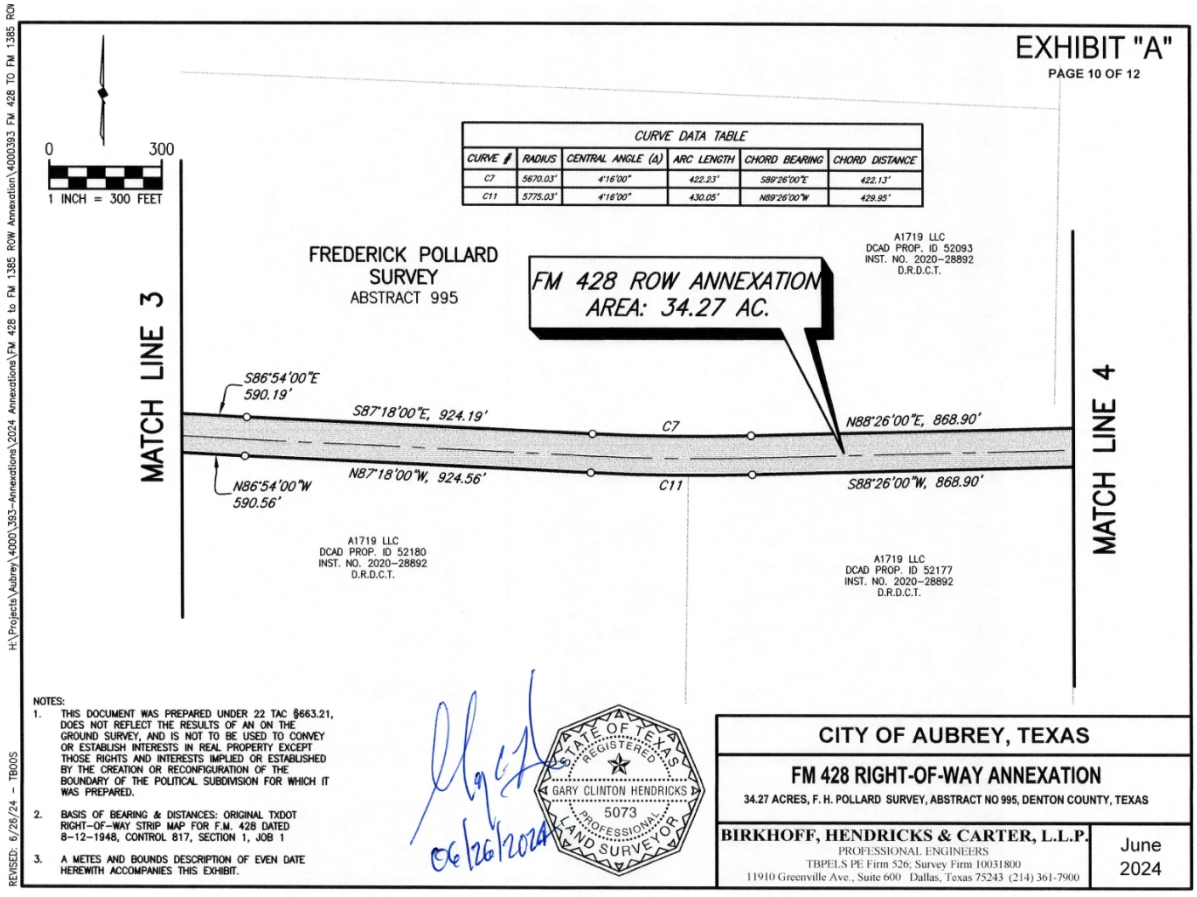

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REVISED: 6/26/24 - TBOOS

EXHIBIT "A"

PAGE 11 OF 12

CURVE DATA TABLE					
CURVE #	RADIUS	CENTRAL ANGLE (Δ)	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C8	618.86'	23°20'00"	252.03'	S79°54'00"E	250.29'
C9	527.96'	18°36'25"	171.46'	S77°32'13"E	170.70'
C10	617.96'	18°35'38"	200.54'	N77°31'49"W	199.66'

0 300

1 INCH = 300 FEET

FREDERICK POLLARD SURVEY
ABSTRACT 995

FM 428 ROW ANNEXATION
AREA: 34.27 AC.

MATCH LINE 4

MATCH LINE 5

S01°34'00"E, 15.00'

N88°26'00"E, 290.50'

C8

S68°14'00"E, 187.90'

C9

S86°29'00"E
1975.46'

S86°40'00"E, 1175.94'

N87°08'49"W, 625.12'

N01°56'39"W
48.40'

C10

N68°14'00"W
53.28'

N86°40'00"W, 1175.66'

N86°29'00"W
1977.64'

A1719 LLC
DCAD PROP. ID 43214
INST. NO. 2020-28892
D.R.D.C.T.

A1719 LLC
DCAD PROP. ID 52161
INST. NO. 2020-28892
D.R.D.C.T.

NOTES:

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GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR

06/26/2024

CITY OF AUBREY, TEXAS

FM 428 RIGHT-OF-WAY ANNEXATION

34.27 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO 995, DENTON COUNTY, TEXAS

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REVISED: 6/26/24 - TBOOS

EXHIBIT "A"

PAGE 12 OF 12

0 300

1 INCH = 300 FEET

FREDERICK POLLARD SURVEY
ABSTRACT 995

A1719 LLC
DCAD PROP. ID 43214
INST. NO. 2020-28892
D.R.D.C.T.

FM 428 ROW ANNEXATION
AREA: 34.27 AC.

NASEEM INVESTMENT COMPANY LTD
DCAD PROP. ID 995228
INST. NO. 2022-33435
D.R.D.C.T.

ABST. 995
ABST. 1488

ABST. 995
ABST. 1488

MATCH LINE 5

S86°29'00"E, 1975.46'

N86°29'00"W, 1977.64'

S02°02'10"W
90.03'

A1719 LLC
DCAD PROP. ID 52161
INST. NO. 2020-28892
D.R.D.C.T.

FM 1385

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5073
PROFESSIONAL
LAND SURVEYOR

06/26/2024

CITY OF AUBREY, TEXAS

FM 428 RIGHT-OF-WAY ANNEXATION

34.27 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO 995, DENTON COUNTY, TEXAS

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June 2024

Exhibit "B"
SERVICE PLAN

Upon annexation of the area identified above and as identified on Exhibit "A", the City of Aubrey will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**
The City of Aubrey, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Fire Protection and Emergency Medical Services**
The City of Aubrey, Texas and its Fire Department will provide fire protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

The City of Aubrey, Texas and its Fire Department will provide EMS services to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

3. **Maintenance of Water and Wastewater Facilities**
All water and wastewater facilities owned or maintained by the City of Aubrey at the time of the proposed annexation shall continue to be maintained by the City of Aubrey. All water and wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be maintained by the City of Aubrey to the extent of its ownership. The now existing water and wastewater mains at existing locations shall be available for the point of use extension based upon the City of Aubrey standard extension policy now existing or as may be amended. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances.

4. **Solid Waste Collection**
Solid waste collection is contracted through Republic Services and commercial accounts are arranged by each account individually with Republic Services. Solid waste collection will be provided to citizens in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose fees and provide the service.

If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose fees and provide the service. Garbage

collection locations shall be subject to the approval of the Director of Public Works. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

5. **Maintenance of Roads and Streets**
Any and all public roads, streets or alleyways shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under the ownership of the homeowner association and as such maintained by the association.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools**
The City of Aubrey, Texas is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowner association and as such maintained by the association.

7. **Maintenance of any Publicly owned Facility, Building or Municipal Service**
The City of Aubrey, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

8. **Other Services**
The City of Aubrey, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2 ½ YEARS

1. **Police and Fire Protection and Solid Waste Collection**
The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Aubrey, Texas with like topography, land use and population density as those found within the newly annexed areas.

2. **Water and Wastewater Facilities**
For the next 2 ½ years, the City of Aubrey, Texas finds and determines that there is

sufficient capacity for water and wastewater to provide services to the annexed areas pursuant to the City of Aubrey extension policies.

3. **Roads and Streets**
The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

4. **Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service**
The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS
The City of Aubrey, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS
This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Aubrey.

LEVEL OF SERVICE
Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS
The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

Case Report – Public Hearing - Annexation of ±159.941 acres of land, Duck Point Development
City Council – July 25, 2024

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Conduct a public hearing for proposed annexation of Denton CAD ID 52165, being approximately 159.941 acres of land in the F. H. Pollard Survey, Abstract No. 995.

Item:	Conduct a 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 Denton CAD ID 52165, being approximately 159.941 acres of land, generally located south of FM 428, west of FM 1385 and east of Coffey Road out of the F.H. Pollard Survey, Abstract No. 995, Tract 34, Denton County, Texas. (Duck Point)
Summary:	The City Council shall hold a public hearing to consider testimony on the proposed annexation of the ±159.941 acres of land owned by MM Aubrey 160 LLC as required by Texas Local Government Code.
Recommended Action:	Conduct the required public hearing.

Case Report - Annexation of ±159.941 acres of land, Duck Point Development
City Council – July 25, 2024

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Annexation application into City of Aubrey corporate limits for Denton County CAD Property ID 52165, ±159.941 acres of land in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas

---

Item:	Consideration and action on an Ordinance annexing of Denton CAD ID 52165, being approximately 159.941 acres of land, generally located south of FM 428, west of FM 1385 and east of Coffey Road out of the F.H. Pollard Survey, Abstract No. 995, Tract 34, Denton County, Texas, and any associated right-of-way; adopting a municipal services agreement; and providing an effective date. (Duck Point)
Summary:	The applicant, MM Aubrey 160 LLC, has made application as per the Development Agreement with the City on May 23, 2024 to annex the property into the corporate limits of the City of Aubrey.
Recommended Action:	The annexation ordinance is recommended for approval.

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Consideration and action on an Ordinance annexing of Denton CAD ID 52165, being approximately 159.941 acres of land, generally located south of FM 428, west of FM 1385 and east of Coffey Road out of the F.H. Pollard Survey, Abstract No. 995, Tract 34, Denton County, Texas, and any associated right-of-way; adopting a municipal services agreement; and providing an effective date. (Duck Point)

Staff Contact
Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary
This Ordinance, if approved, will be the final action to annex the Duck Point Development.

Financial Summary

Staff Recommended Motion
Approve

Conditions
N/A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN APPROXIMATELY 159.941 ACRES OF LAND, GENERALLY LOCATED SOUTH OF FM 428, WEST OF FM 1385 AND EAST OF COFFEY ROAD OUT OF THE F.H. POLLARD SURVEY, ABSTRACT NO. 995, TRACT 34, DENTON COUNTY, TEXAS, AS DESCRIBED AND SHOWN IN MORE DETAIL IN THE ATTACHED EXHIBIT "A", INTO THE EXTRATERRITORIAL AND CORPORATE LIMITS OF THE CITY OF AUBREY, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas (the "City") is a home rule municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Aubrey City Charter; and

WHEREAS, the City is authorized, pursuant to Chapter 43 of the Texas Local Government Code, to annex property and extend the corporate limits of the City, subject to state law; and

WHEREAS, the City received a C-3 voluntary annexation petition (the "Petition"), as shown in **Exhibit "A"** and incorporated as if set forth fully herein, from MM Aubrey 160, LLC, the property owner (the "Owner") of the certain tract of land being approximately 159.941 acres of land, further described and depicted in **Exhibit "A",** (the "Property"), requesting to be annexed into the extraterritorial jurisdiction and corporate limits of the City; and

WHEREAS, the City now desires to grant said Petition and annex the Property; and

WHEREAS, on June 27, 2024, the City Council of the City ("City Council") passed Resolution No. 969-24, which granted the petition requesting to be annexed into the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written services agreement for the area to be annexed was negotiated and executed prior to the annexation date and incorporated herein; and

WHEREAS, the City Council has investigated into, has determined, and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council finds and determines that annexation of the property hereinafter described as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

SECTION 1. Findings. 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. Annexation. The Property is hereby annexed into the City, and the boundary limits of the City are hereby extended to include the Property within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 3. Written Services Agreement. A Written Services Agreement, incorporated in the recorded Development Agreement between the City and MM Aubrey 160, LLC, has been negotiated and prepared in accordance with applicable provision of state law pertaining to annexation and shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Aubrey. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Mayor Authorization. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance,

including any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 6. Severability Clause. It is hereby declared by the City Council of the City of Aubrey that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 7. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of Aubrey except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 9. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Denton County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Aubrey, Texas.

PASSED AND APPROVED this 25th day of July 2024.

_____
CHRIS RICH
MAYOR

ATTEST:

_____
JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

_____
PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit A
Annexation Petition

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 Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of June, 2024 by Mehrdad Moayedi, 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

MATTHEW DAWSON
Notary ID #133843590
My Commission Expires
July 5, 2026

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.

BOUNDARY SURVEY
PICKENS LAKE LLC
BOHLER

Case Report –Zoning Application for PD SF75 - Single-Family Residential 7,500 Square Feet District
Planning and Zoning Commission – July 11, 2024
City Council – July 25, 2024

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Conduct a public hearing, consider and on an ordinance regarding a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with a base zoning district of SF75 – Single Family Residential 7,500 Square Feet on approximately 159.941 acres of land located in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas. The property is generally located west of FM 1385 and south of FM 428. DCAD Parcel ID 52165 (MM AUBREY 160 LLC, Duck Point)

Owner:	MM Aubrey 160, LLC
Application Date:	N/A ETJ Development Agreement provided for zoning upon annexation
Location:	The property is generally located west of FM 1385 and south of FM 428.
Existing Zoning:	Unzoned
Proposed Zoning:	PD with a base zoning district of SF75 – Single Family Residential 7,500 Square Feet
Future Land Use Plan:	Estate Neighborhood
Current Use:	AG
Analysis:	The Aubrey City Council approved an Extraterritorial Jurisdiction Development Agreement on May 23, 2024 and the proposed zoning for the property is a Planned Development District with SF75 – Single Family Residential 7,500 Square Feet (SF75 District) as a base zoning district. The property is scheduled to be annexed into the City Limits at the July 25, 2024 City Council meeting. The proposed land uses will be those outlined in the SF75 District and provide for the following additional permitted uses: 1. Model homes (inclusive of early permits) 2. Temporary sales offices 3. Temporary construction offices 4. Temporary asphalt batch plants 5. Temporary concrete batch plants Temporary construction yards

6. Temporary Concrete washouts (only when properly constructed and maintained)

The proposed area regulations for the residential lots (Single Family Type A) are as follows:

	Single Family Type A
Maximum height (feet)	45
Side yard width (feet)	5
Rear yard (feet)	15
Front yard (feet)	20
Lot area (square feet)	5,500
Minimum lot width (feet)*	50
Minimum lot depth (feet)	110
Minimum structure size (square feet)	1,200
Maximum lot coverage (%)	53%

***Minimum lot width to be measured along the building line**

CONCEPT PLAN

The proposed Concept Plan is included in this report as Exhibit A.

MASONRY REQUIREMENTS

Exterior Wall Masonry. All exterior walls, excluding doors, windows, and window units, shall be compromised of at least forty percent (40%) masonry product. Masonry products shall include stone, brick, cultured stone, and cementitious materials such as Hardy Plank, and stucco. Hardy Plank material shall be limited to fifty percent (50%) of any exterior wall. Siding can be used in limited quantities for upper gable areas that would create a “brick-on-wood” condition; this provision is not intended to reduce the essential 100% masonry requirement for the front wall areas and for homes located where facing, siding, or backing to collectors, major road, open spaces, and amenity centers.

SUPPLEMENTARY DISTRICT REGULATIONS

(A) *Park land and open space.* This development shall conform to the City of Aubrey Code of Ordinances, Chapter 10, Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4, PUBLIC SITES AND OPEN SPACES, Section 5, Park Land and Public Facility Dedication, and provide a minimum of twenty-three (23) acres (of which the City Park is included in that minimum amount) to

be used as open space, which may include, but is not limited to, passive uses including floodplain, to meet all open space requirements. Reference Exhibit B.

i. The park lands and open space shall be planned in a manner to be an amenity to the development by maintaining the existing natural features as much as possible, including existing trees and waterways. The general location and size shall conform to the Concept Plan.
ii. Private park lands and open space shall be maintained by a private association.
iii. A public improvement district may fund the cost of maintenance of private park lands and open space.

(B) *City Park.* Developer agrees to construct, upon the City Park property, a parking lot suitable for fifteen (15) cars, a five foots (5') walking trail with benches, a shade structure, and two (2) sports fields (the "City Park Improvements"). Reference Exhibit B.

(C) *Park Development Fee/Fund.* A park development fee will be assessed at a rate of $2,500.00 per dwelling unit for single-family residences. All funds collected in accordance with this section will be deposited in the City of Aubrey's Park Development Trust Fund and used solely for the purchase or leasing of park land and the development and maintenance of same. All budget appropriations from the said Fund will be reviewed and approved by the City Council as part of the annual budget approval process.

(D) *Floodplain dedication.* Developer will dedicate to the City, at no cost to the City, within twenty-four (24) months following the recording of a final plat of the Property, any floodplain and floodway as depicted on such final plat for which Developer has not initiated reclamation efforts. For the avoidance of doubt, Developer shall not be required to dedicate any floodplain or floodway that Developer has initiated reclamation efforts, provided, in the event such reclamation efforts are unsuccessful, Developer will, within a reasonable time following Developer's determination that such reclamation efforts are impossible or impractical, dedicate such floodplain or floodway. Any floodplain or floodway dedications shall be considered Common Open Space.

(E) *Tree mitigation.* A tree preservation plan shall not be required for this development.

(F) *Property Owners or Homeowners Associations.* Establishment of HOA shall conform to Chapter 10 Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4 PUBLIC SITES AND OPEN SPACES, Section 4, Property Owners or Homeowners Associations of the City of Aubrey Code of Ordinances.

(G) *Accessory Buildings.* No accessory building/structure shall be erected or placed within five (5) feet from any side or rear lot line.

(H) *Garages*. Shall be a minimum of 400 square feet and may contain metal/carriage style doors.

(I) *Screening.* For single-family homes adjacent to the Redfearn Road (100 foot right-of-way, Minor Arterial) thoroughfare, the developer shall provide (at his/her expense) a minimum six (6) foot tall masonry screening wall in a ten (10) foot HOA landscape lot. A five (5) foot wall maintenance easement shall be provided along the residential lots common property boundary with the masonry screening wall. A minimum six (6) foot masonry screening wall, with a five (5) foot wall maintenance easement on the residential lots, shall be provided by the developer along the western property boundary through the southernmost residential lot. A minimum six-foot tall wrought iron fence shall be provided for home backing to open space. Specific locations and types shall adhere to the Exhibit C, Screening. All other fences shall be wood, builder fences.

SUBDIVISION STANDARDS

(A) *Approach Streets and Access.* All Subdivisions must have at least two points of vehicular access, and must be connected via improved Streets (Streets that meet the City Standards) to the City's improved Thoroughfare and Street system by one or more Approach Streets of such dimensions and improved to such standards as required herein. All residential Subdivisions shall provide no less than one entrance for each 100 lots including stubs for future development and in no case shall have more than 200 lots for each connection to an existing Street.

(B) Maximum and Minimum Length of Block or Street Segments. The maximum length of any block or Street segment, including a looped Street, shall be 1,000 feet and the minimum length of any block or Street segment shall be 400 feet, as measured along the Street centerline and between the point(s) of intersection with other through Streets. A Cul-De-Sac or Dead-End Street shall not be considered a through street. The Block Length is not measured along the side of a block that does not include the front of any Lot.

Notifications:

Notification as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance was provided.

At the time of agenda report submission, no letters in favor or in opposition to the rezoning had been received.

Recommendation:

The zoning application for a PD as outlined in the case report is recommended for approval.

The Planning and Zoning Commission unanimously recommended the PD zoning for City Council approval at their July 11, 2024 meeting.

The City Council may recommend:

1. Approval of the proposed Zoning Application for a PD;
2. Approval of the proposed Zoning Application for a PD with conditions; or
3. Deny the proposed Zoning Application for a PD.

Attachments:

1. Draft Ordinance
2. Notification/Location Map
3. Exhibit B, Development Regulations
4. Exhibit C, Concept Plan, Open Space Plan, and Screening Plan
5. ETJ Development Agreement, Approved 03/23/2024

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 UNZONED TO PLANNED DEVELOPMENT DISTRICT WITH A BASE ZONING DISTRICT OF SF-75 - SINGLE FAMILY RESIDENTIAL USES ("PD-XXX-24") AS THE ZONING CLASSIFICATION FOR APPROXIMATELY 159.941 ACRES OF LAND, GENERALLY LOCATED WEST OF FM 1385 AND SOUTH OF FM 428, BEING SITUATED IN THE FREDERICK H. POLLARD SURVEY, ABSTRACT NO. 995, CITY OF AUBREY, DENTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A"; PROVIDING DEVELOPMENT REQUIREMENTS, ATTACHED HERETO AS EXHIBIT "B"; PROVIDING A CONCEPT PLAN, OPEN SPACE PLAN, AND A SCREENING PLAN ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING FOR AMENDING OFFICIAL ZONING MAP; PROVIDING FOR PENALTIES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING 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 property owners own a 159.941-acre tract of land, generally located west of FM 1385 and south of FM 428, and situated in the Frederick H. Pollard Survey, Abstract No. 995, legally described and depicted in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, approximately 159.941 acres of the Property was recently annexed into the City boundaries and is currently unzoned; and

WHEREAS, the City received a request from the property owner to change the zoning the Property to Planned Development District with single family residential and commercial uses ("PD-XXX-24"); and

WHEREAS, the Development Requirements and Concept Plan, as set forth in **Exhibit B** and **Exhibit C,** attached hereto and incorporated herein, define the land uses and standards for the development of the Property; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") has recommended to the City Council to approve establishing the zoning classification on the Property and to amend the official zoning map of the City (the "Zoning Map") to reflect the Planned Development District; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives; and

WHEREAS, the Zoning Ordinance incorporates design standards and building materials standards that are differentially applicable to residential structures and non-residential buildings; and

WHEREAS, such standards substantially further the preservation of property values and the promotion of economic development within the City; and

WHEREAS, such standards also establish the character of community development and embody architecturally and, in some contexts, culturally significant features of continuing duration; and

WHEREAS, the Zoning Ordinance also provides for planned development districts, which enable departures from traditional zoning district standards in recognition of the unique character of a development project; and

WHEREAS, the City's policy in creating a planned development district is to incorporate and enhance to the fullest extent feasible the design and building materials standards that are integral to the City's zoning regulations in all planned development districts; and

WHEREAS, the City Council finds and determines that the incorporation of such standards lends long-term viability to the planned development project; and

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

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the 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 unzoned to Planned Development District with SF75 - Single Family Residential District ("PD-XXX-24") as the zoning classification, subject to the following regulations, which exhibits are incorporated as if fully set forth herein, and all applicable City ordinances and regulations governing, except as may be modified by this Ordinance:

Exhibit B: Development Regulations
Exhibit C: Concept Plan, Open Space Plan, and Screening Plan

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 25TH DAY OF JULY, 2024.

APPROVED: ATTEST:

_____ _____

Chris Rich, Mayor Jenny Huckabee, City Secretary

APPROVED AS TO FORM:

_____

Patricia A. Adams
City Attorney

DRAFT

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

BEING a tract of land situated in Denton County, Texas, being a part of the Frederick H. Pollard Survey, Abstract No. 995, being part of a called 240.59 acre tract of land described in a Special Warranty Deed (SWD) to Pickens Lake LLC., as recorded in Document No. 2016-78692, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

COMMENCING at a one-half inch iron rod with yellow plastic cap found in the east line of a called 2,439.8661 acre tract of land described in a SWD to Sandbrock Investments, INC., as recorded in Document No. 2004-1916, O.P.R.D.C.T., said capped iron rod being in the west line of Farm to Market (F.M.) 1385 (a variable width right-of-way);

THENCE North 06 degrees 25 minutes 21 seconds West, a distance of 100.79 feet along the east line of said 2,439.8661 acre tract of land and the west line of F.M. 1385 to a point for corner;

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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:

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DRAFT

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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.

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EXHIBIT A
PROPERTY DEPICTION

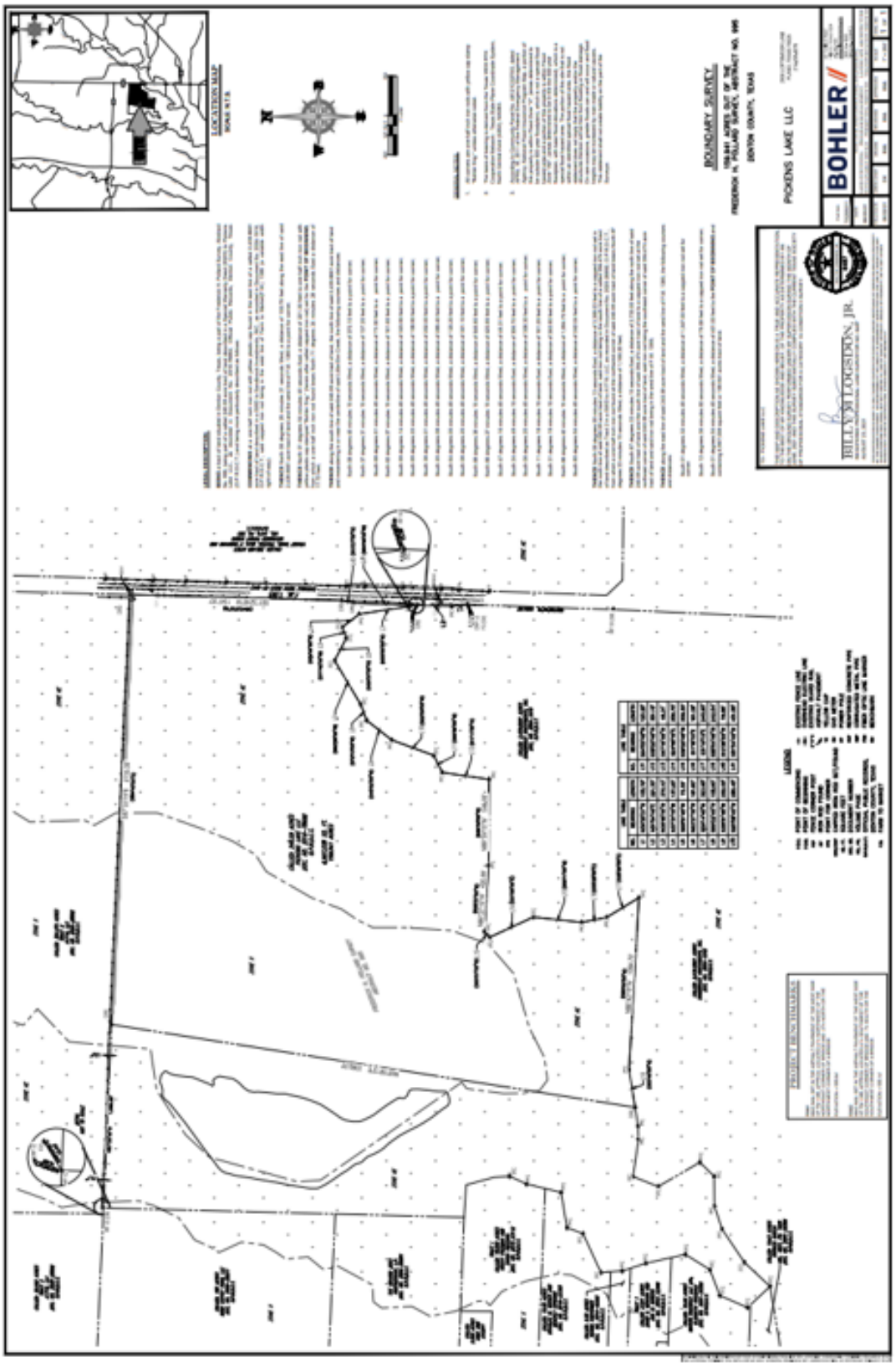


EXHIBIT B
DEVELOPMENT REGULATIONS

The proposed land uses will be those outlined in the SF75 – Single Family Residential Zoning District and provide for the following additional permitted uses:

1. Model homes (inclusive of early permits)
2. Temporary sales offices
3. Temporary construction offices
4. Temporary asphalt batch plants
5. Temporary concrete batch plants
6. Temporary construction yards
7. Temporary concrete washouts (only when properly constructed and maintained)

The proposed area regulations for the residential lots (Single Family Type A) are as follows:

Regulation	Single Family Type A
Maximum height (feet)	45
Side yard width (feet)	5
Rear yard (feet)	15
Front yard (feet)	20
Lot area (square feet)	5,500
Minimum lot width (feet)*	50
Minimum lot depth (feet)	110
Minimum structure size (square	1,200
Maximum lot coverage	53%

*Minimum lot width to be measured along the building line

MASONRY REQUIREMENTS

Exterior Wall Masonry. All exterior walls, excluding doors, windows, and window units, shall be compromised of at least forty percent (40%) masonry product. Masonry products shall include stone, brick, cultured stone, and cementitious materials such as Hardy Plank, and stucco. Hardy Plank material shall be limited to fifty percent (50%) of any exterior wall. Siding can be used in limited quantities for upper gable areas that would create a “brick-on-wood” condition; this provision is not intended to reduce the essential 100% masonry requirement for the front wall areas and for homes located where facing, siding, or backing to collectors, major road, open spaces, and amenity centers.

SUPPLEMENTARY DISTRICT REGULATIONS

(A) *Park land and open space.* This development shall conform to the City of Aubrey Code of Ordinances, Chapter 10, Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4, Public Parks and Open Spaces, Section 5, Park Land and Public Facility Dedication, and provide a minimum of twenty-three (23) acres (of which the City Park is

included in that minimum amount) to be used as open space, which may include, but is not limited to, passive uses including floodplain, to meet all open space requirements. Reference Exhibit B.

i. The park lands and open space shall be planned in a manner to be an amenity to the development by maintaining the existing natural features as much as possible, including existing trees and waterways. The general location and size shall conform to the Concept Plan.
ii. Private park lands and open space shall be maintained by a private association.
iii. A public improvement district may fund the cost of maintenance of private park lands and open space.

(B) *City Park.* Developer agrees to construct, upon the City Park property, a parking lot suitable for fifteen (15) cars, a five foot (5') walking trail with benches, a shade structure, and two (2) sports fields (the "City Park Improvements"). Reference Exhibit C.

(C) *Park Development Fee/Fund.* A park development fee will be assessed at a rate of $2,500.00 per dwelling unit for single-family residences. All funds collected in accordance with this section will be deposited in the City of Aubrey's Park Development Trust Fund and used solely for the purchase or leasing of park land and the development and maintenance of same. All budget appropriations from the said Fund will be reviewed and approved by the City Council as part of the annual budget approval process.

(D) *Floodplain dedication.* Developer will dedicate to the City, at no cost to the City, within twenty-four (24) months following the recording of a final plat of the Property, any floodplain and floodway as depicted on such final plat for which Developer has not initiated reclamation efforts. For the avoidance of doubt, Developer shall not be required to dedicate any floodplain or floodway that Developer has initiated reclamation efforts, provided, in the event such reclamation efforts are unsuccessful, Developer will, within a reasonable time following Developer's determination that such reclamation efforts are impossible or impractical, dedicate such floodplain or floodway. Any floodplain or floodway dedications shall be considered Common Open Space.

(E) *Tree mitigation.* A tree preservation plan shall not be required for this development.

(F) *Property Owners or Homeowners Associations.* Establishment of HOA shall conform to Chapter 10 Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4 – Public Sites and Open Spaces, Section 4, Property Owners or Homeowners Associations of the City of Aubrey Code of Ordinances.

(G) *Accessory Buildings.* No accessory building/structure shall be erected or placed within five (5) feet from any side or rear lot line.

(H) *Garages*. Shall be a minimum of 400 square feet and may contain metal/carriage style doors.

(I) *Screening.* For single-family homes adjacent to the Redfearn Road (100 foot right-of-way, Minor Arterial) thoroughfare, the developer shall provide (at his/her expense) a minimum six (6) foot tall masonry screening wall in a ten (10) foot HOA landscape lot. A five (5) foot wall maintenance easement shall be provided along the residential lots common property boundary with the masonry screening wall. A minimum six (6) foot masonry screening wall, with a five (5) foot wall maintenance easement on the residential lots, shall be provided by the developer along the western property boundary through the southernmost residential lot. A minimum six-foot tall wrought iron fence shall be provided for home backing to open

space. Specific locations and types shall adhere to the Exhibit C, Screening Plan. All other fences shall be wood, builder fences.

SUBDIVISION STANDARDS

(A) *Approach Streets and Access.* All Subdivisions must have at least two points of vehicular access and must be connected via improved Streets (Streets that meet the City Standards) to the City's improved Thoroughfare and Street system by one or more Approach Streets of such dimensions and improved to such standards as required herein. All residential Subdivisions shall provide no less than one entrance for each 100 lots including stubs for future development and in no case shall have more than 200 lots for each connection to an existing Street.

(B) *Maximum and Minimum Length of Block or Street Segments.* The maximum length of any block or Street segment, including a looped Street, shall be 1,000 feet and the minimum length of any block or Street segment shall be 400 feet, as measured along the Street centerline and between the point(s) of intersection with other through Streets. A cul-de-sac or dead-end street shall not be considered a through street. The Block Length is not measured along the side of a block that does not include the front of any lot.

DRAFT

EXHIBIT C
CONCEPT PLAN

EXHIBIT C
OPEN SPACE PLAN

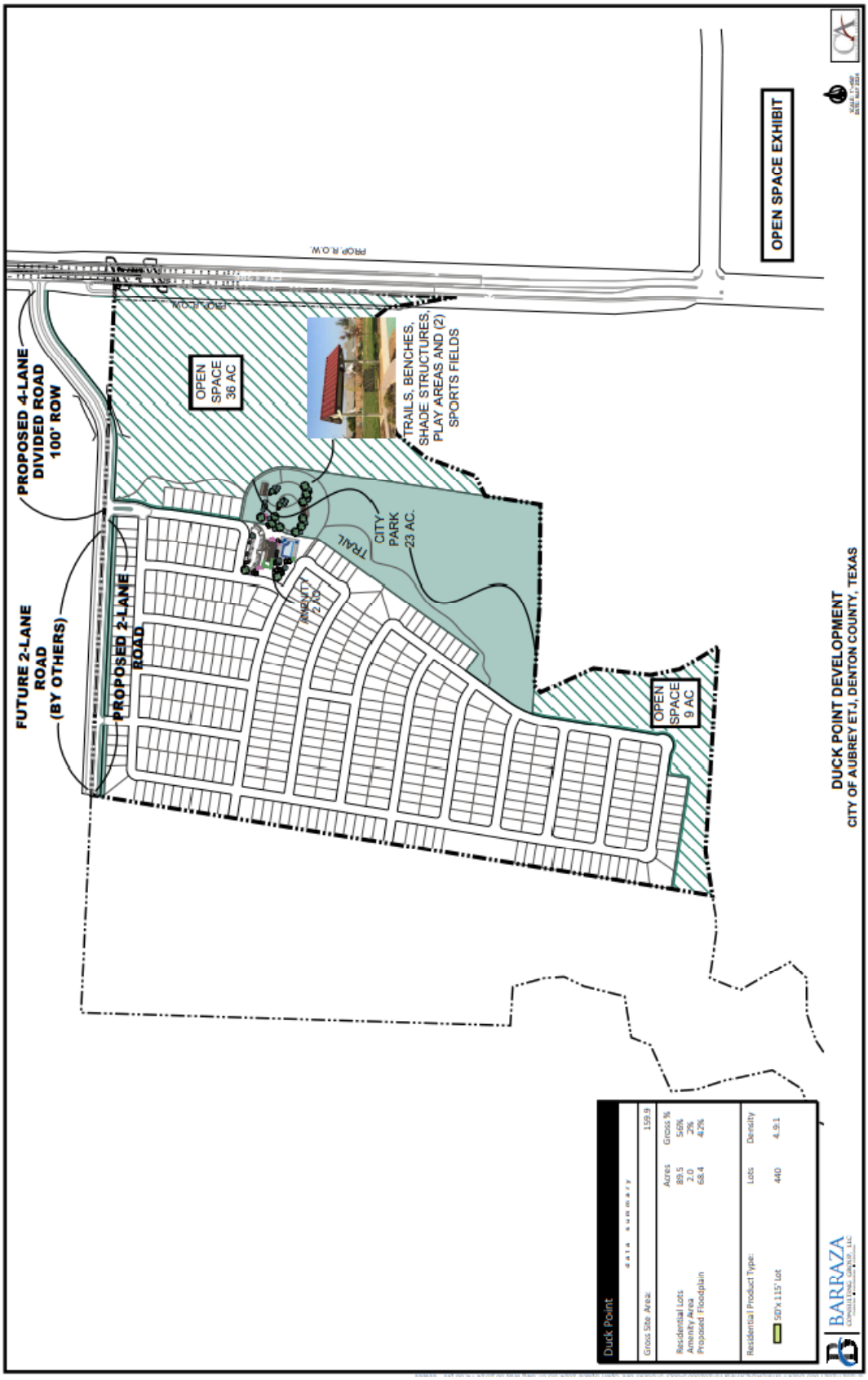
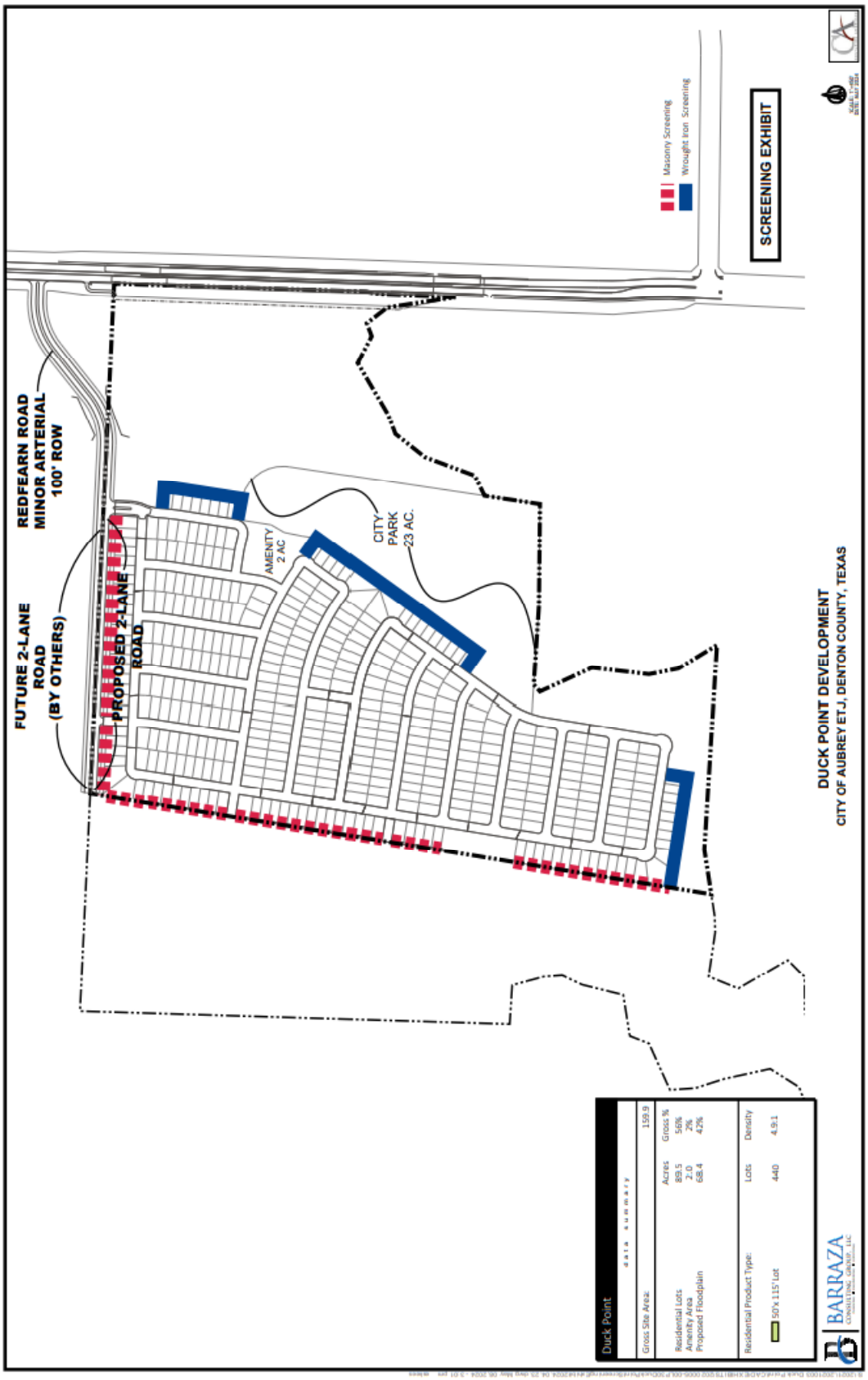
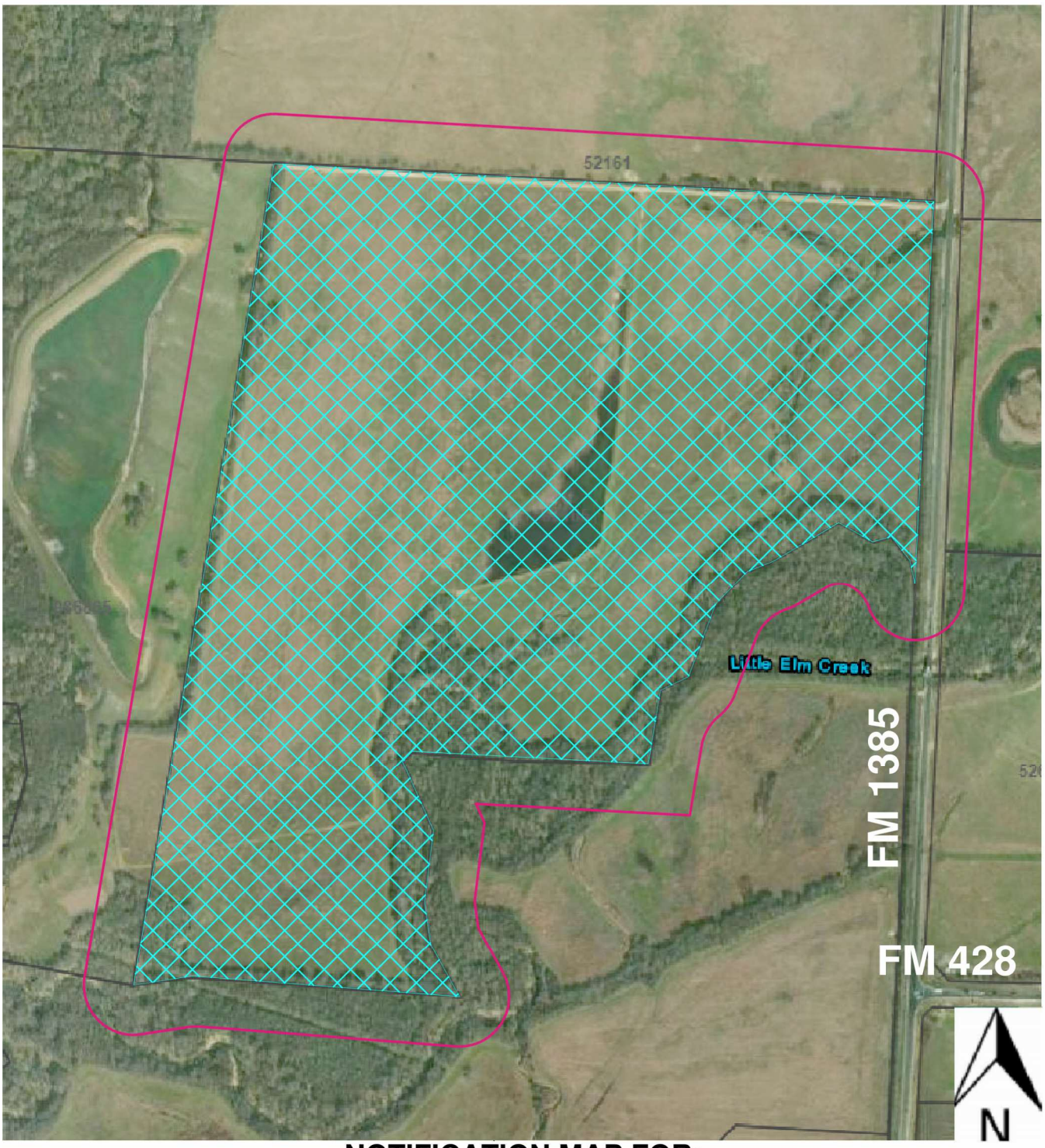


EXHIBIT C
SCREENING PLAN





NOTIFICATION MAP FOR:

A Public Hearing regarding a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with a base zoning district of SF75 – Single Family Residential 7,500 Square Feet on approximately 159.941 acres of land located in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas. The property is generally located west of FM 1385 and south of FM 428. DCAD Parcel ID 52165 (MM AUBREY 160 LLC, Duck Point)

FUTURE 2-LANE ROAD (BY OTHERS)

PROPOSED 4-LANE DIVIDED ROAD 100' ROW

REMAINDER AREA 3 ACRES +/-

PROPOSED 2-LANE ROAD

MUSTANG CREEK

PICKENS LAKE

FLOODWAY

PROP. R.O.W.

FM 1385

OPEN SPACE 36 AC.

AMENITY

EX. FLOODPLAIN

TRAIL

CITY PARK 23 AC.

TRAILS, BENCHES, SHADE STRUCTURES, PLAY AREAS AND (2) SPORTS FIELDS

PROP. R.O.W.

FLOODWAY

FLOODWAY

FLOODWAY

LITTLE ELM CREEK

EX. FLOODPLAIN

FLOODWAY

OPEN SPACE 9 AC.

FM 428

Duck Point Concept Plan 31

data summary

Gross Site Area:		159.9
	Acres	Gross %
Residential Lots	89.5	56%
Amenity Area	2.0	2%
Proposed Floodplain	68.4	42%

Residential Product Type:	Lots	Density
50'x 115' Lot	440	4.9:1

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=450'
DATE: MAY 2024

CENTURION AMERICAN

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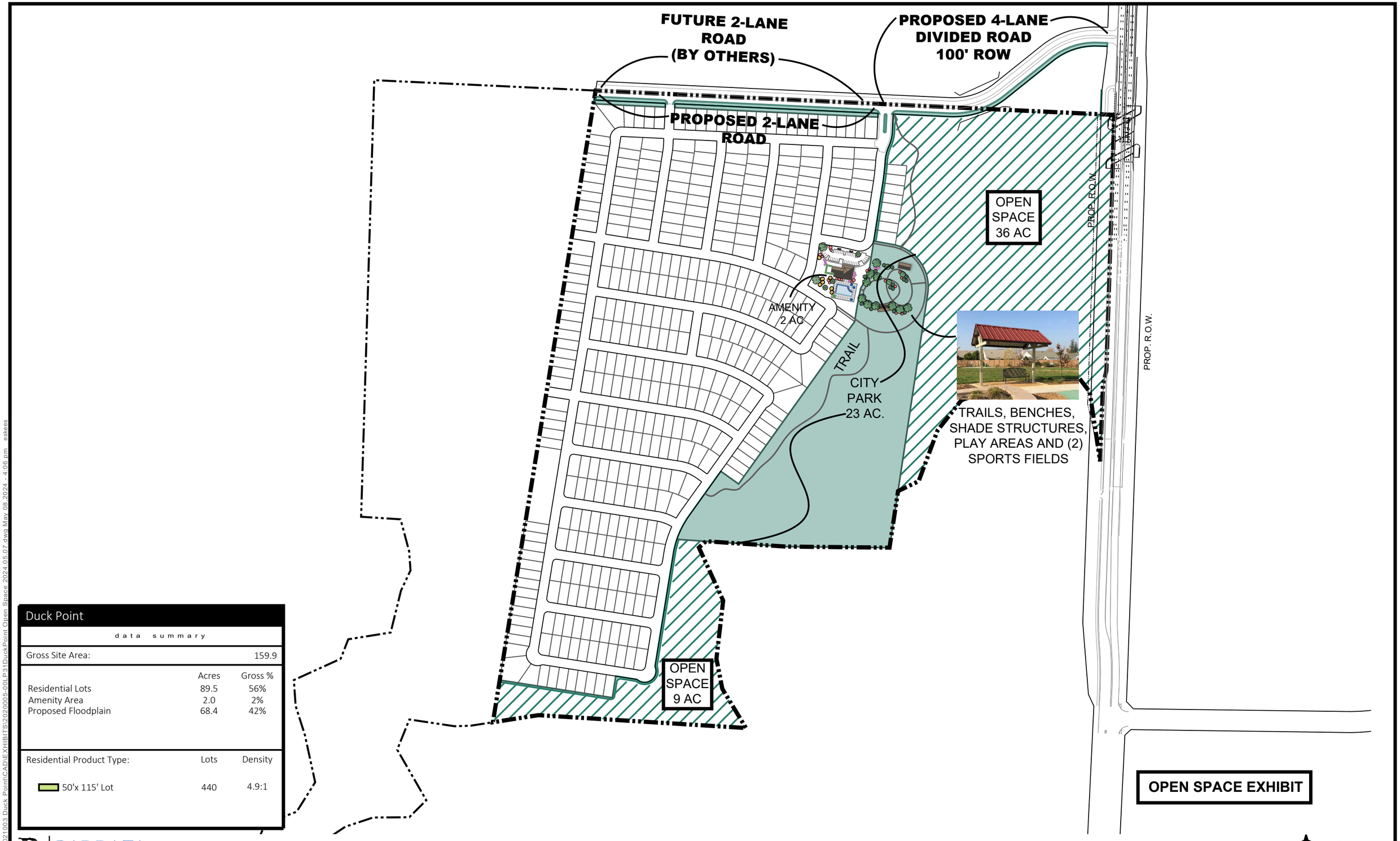

Duck Point

data summary

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Amenity Area	2.0	2%
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BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

DUCK POINT DEVELOPMENT
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

OPEN SPACE EXHIBIT

SCALE: 1"=450'
DATE: MAY 2024

CENTURION AMERICAN

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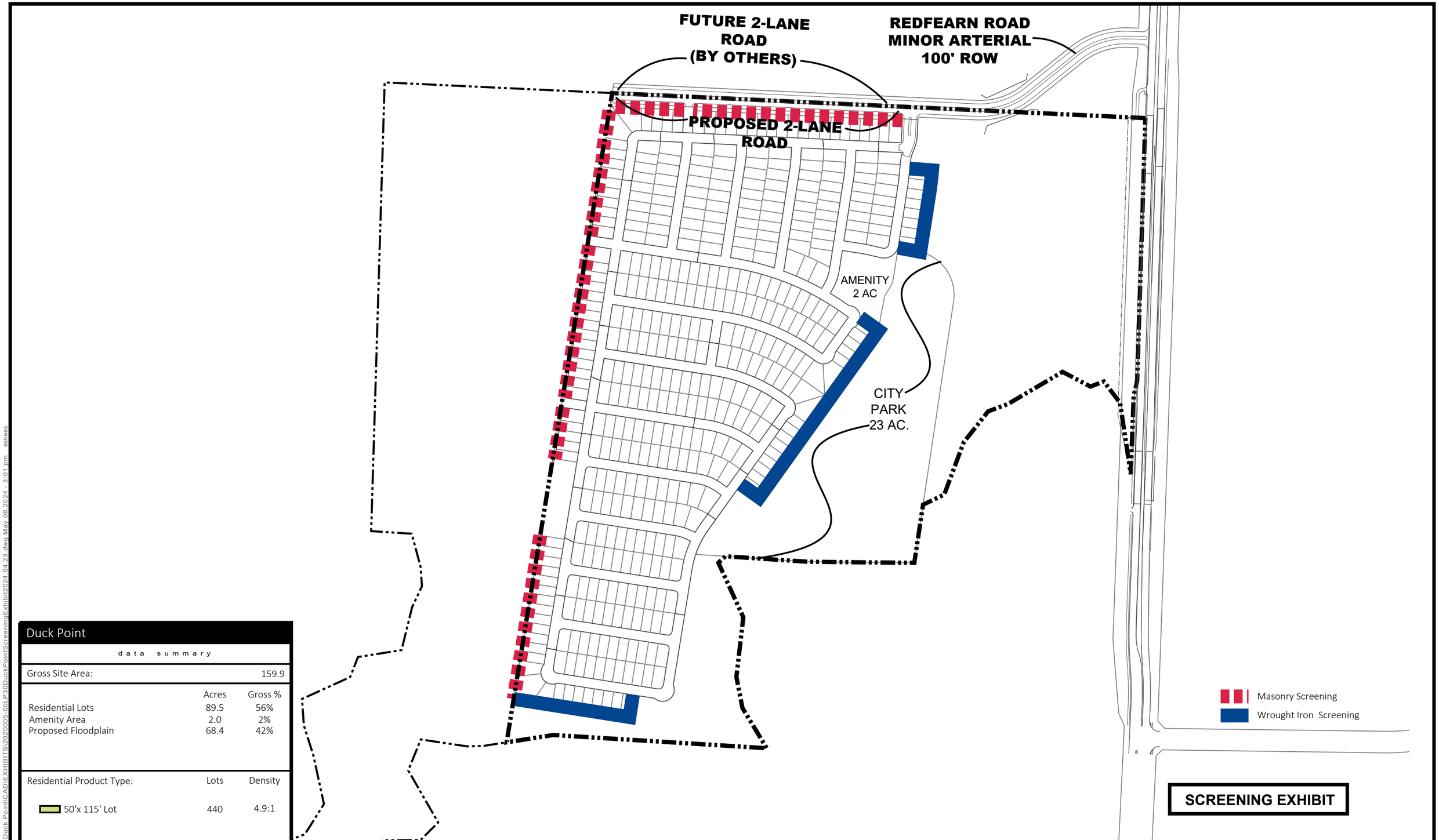

Duck Point

data summary

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Residential Lots	89.5	56%
Amenity Area	2.0	2%
Proposed Floodplain	68.4	42%
Residential Product Type:	Lots	Density
50'x 115' Lot	440	4.9:1

SCREENING EXHIBIT

DUCK POINT DEVELOPMENT
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=450'
DATE: MAY 2024

CENTURION AMERICAN

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VG-19-2024-61388

Denton County
Juli Luke
County Clerk

Instrument Number: 61388

Real Property Recordings

AGREEMENT

Recorded On: June 11, 2024 11:06 AM

Number of Pages: 73

" Examined and Charged as Follows: "

Total Recording: $313.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	61388
Receipt Number:	20240611000174
Recorded Date/Time:	June 11, 2024 11:06 AM
User:	Jessica S
Station:	Station 9

Record and Return To:

JENNIFER HICKS

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

DUCK POINT
DEVELOPMENT AGREEMENT

BETWEEN
MM AUBREY 160, LLC
and its assigns

AND

THE CITY OF AUBREY, TEXAS

May 23, 2024

DUCK POINT DEVELOPMENT AGREEMENT

This Duck Point Development Agreement (this "Agreement") is executed among **MM Aubrey 160, LLC**, a Texas limited liability company and its permitted assigns (collectively, the "Developer") and the **City of Aubrey, Texas,** a home rule municipality (the "City") to be effective on the Effective Date (as defined below).

RECITALS

WHEREAS, certain terms used in these recitals are defined in Article I; and

WHEREAS, Developer and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County (the "County"); and

WHEREAS, the Developer is the owner and master developer of approximately 160 acres of real property located in the extraterritorial jurisdiction of the City (the "Property"), which Property is more particularly described by metes and bounds and depicted on **Exhibit A, the "Metes and Bounds Description and Depiction of the Property"** attached hereto; and

WHEREAS, the Parties intend for this Agreement to take effect on the date this Agreement is executed by all Parties (the "Effective Date"); and

WHEREAS, the Developer does not intend to take any action to request or cause the removal of the Property from the City's ETJ and Developer intends to cause the Property to be voluntarily annexed into the City's corporate limits; and

WHEREAS, the Developer plans to develop the Property as a single family residential development, upon the execution of this Agreement and subsequent issuance of PID Bonds (hereinafter defined) for the payment of certain costs for the construction and acquisition of certain public improvements and certain other associated costs to benefit the Property, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement and as determined by future PID related agreements; and

WHEREAS, it is intended that an approximate 23 acre tract parcel of land, as depicted on the Concept Plan, be utilized as a city park (the "City Park") and shall be dedicated by Developer to the City at no cost to the City within twenty-four (24) months following the recording of a final plat of the Property; and

WHEREAS, it is intended that in addition to the City Park, Developer will dedicate to the City, at no cost to the City, within twenty-four (24) months following the recording of a final plat of the Property, any floodplain and floodway as depicted on such final plat for which Developer has not initiated reclamation efforts; and

WHEREAS, water, sewer, drainage, roadway, and other public infrastructure is not currently available to serve the Parties' intended development of the Property; and

WHEREAS, the Developer desires and intends to design, construct, install, and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property ("Authorized Improvements"), which **"Authorized Improvements and Estimated Costs"** are generally identified in **Exhibit B** and are intended by the Developer to be the same as those described in the Service and Assessment Plan; and

WHEREAS, the Developer intends for the design, construction, and installation of the Authorized Improvements to occur in a single phase, and for such Authorized Improvements to be acquired by the City; except for those Water and Sewer Authorized Improvements which shall be acquired by Mustang SUD, for use and maintenance, subject to the approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations (and the Mustang SUD Regulations for Water and Sewer Authorized Improvements (the "Mustang SUD Regulations"); and

WHEREAS, the Developer estimates that the cost of the Authorized Improvements will be Forty Million and 00/100 Dollars ($40,000,000.00) and proposes that amount as the maximum amount that Developer will seek to finance and for which Developer will seek reimbursement from the PID; and

WHEREAS, in consideration of the Developer's agreements contained herein to annex the Property and to develop the Property to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to consider creation of a public improvement district in accordance with Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), and to consider creation of a TIRZ in accordance with Chapter 311 of the Texas Tax Code, as amended (the "TIRZ Act"), for the Property proposed to be developed; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City shall consider adoption of a PID to provide alternative financing arrangements that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act: (i) fund a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; and (ii) obtain reimbursement for a specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the PID Act, will: (i) consider and act upon the creation of a PID encompassing the Property, in accordance with the PID Act; (ii) consider adoption of a Service and Assessment Plan; (iii) consider adoption of an Assessment Ordinance (to pay for a specified portion of the Budgeted Cost of the Authorized Improvements which are estimated to encompass the costs described in **Exhibit B** and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iv) consider the issuance of PID Bonds up to a total maximum of Forty Million and 00/100 Dollars ($40,000,000.00), in one or more series, and enter into a reimbursement agreement for the purpose

of reimbursing a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, prior to the sale of the first PID Bond issue: (i) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan, and an Assessment Ordinance (collectively, the "PID Documents"); (ii) the City shall have reviewed and approved the **"Home Buyer Disclosure Program"** in substantially the same form as attached as **Exhibit E** hereto; (iii) owners of the Property constituting all of the acreage in the PID shall have executed a "**Landowner Agreement"** in substantially the same form as attached as **Exhibit F** hereto; and (iv) the Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

WHEREAS, prior to, or contemporaneously with, the authorization of the first PID Bond issue, the Parties intend that the City Council consider approval of a TIRZ Ordinance and to create a TIRZ to be coterminous with the boundaries of the PID; and

WHEREAS, the Developer proposes that the Authorized Improvements and certain other improvements also qualify as projects under the TIRZ Act; and

WHEREAS, as soon as is practicable and prior to the sale of the first PID Bond issue, and in consideration of the Developer's agreements contained herein, the Parties shall negotiate the final form of the TIRZ project and finance plan, and the City shall consider approval of the following: (i) an ordinance creating the TIRZ; and (ii) an ordinance approving the final TIRZ Project and Finance Plan required by the TIRZ Act consistent with the terms of this Agreement; and

WHEREAS, in consideration of the Developer's agreements contained herein, (including annexation of the Property into the city limits as desired by the county, the construction of approximately 450 homes that are expected to add more than One Hundred Eighty Seven Million and 00/100 Dollars ($187,000,000.00) to the City's tax base), the City intends to exercise its powers under the TIF Act to create a TIRZ coterminous with the boundaries of the PID in accordance with the terms of this Agreement; and

WHEREAS, all of the City's Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property within the PID in accordance with the PID Act and the SAP, and the City will not be responsible for payment of such costs; and

WHEREAS, all of the City's Administrative Expenses associated with the TIRZ will be paid in accordance with the TIRZ Act and the TIRZ Project and Finance Plan, and the City will not be responsible for payment of such costs; and

WHEREAS, the Parties intend that the Property be developed as a single family residential development, including open space, and other public and private amenities (the "Project") that will benefit and serve the present and future citizens of the City, including the creation of substantial future tax base for the City; and

WHEREAS, the Property shall be developed pursuant to (i) an agreed upon concept plan ("Concept Plan"), attached hereto as **Exhibit C**, and (ii) the Development Regulations, attached hereto as **Exhibit D**.

WHEREAS, the Property is currently in the extra-territorial jurisdiction of the municipality as authorized by Section 212.172, Texas Local Government Code; 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 that the retail water and sewer service to the Property will be provided by Mustang SUD; and

WHEREAS, the Parties intend that upon approval and execution of this Agreement, the Property shall be annexed by the City into the City limits. An annexation petition shall be submitted by Developer to the City within thirty (30) days after the Effective Date of this Agreement in order to allow the City to annex the Property into its city limits; and

WHEREAS, contemporaneously with the annexation of the Property into the City's corporate limits, the City intends to consider zoning the Property as a planned development district (the "**Planned Development District**") and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement as provided by State law; and

WHEREAS, the City recognizes that the construction and installation of the Authorized Improvements will: (i) bring a positive impact to the City; (ii) promote state and local economic development; (iii) stimulate business and commercial activity in the municipality; (iv) promote the development and diversification of the economy of the state; (v) promote the development and expansion of commerce in the state; and (vi) eliminate some unemployment or underemployment in the state.

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 and agreed by the Parties, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID and the TIRZ, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and TIRZ and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the Authorized Improvements.

Affiliate(s) means any other person directly controlling, or directly controlled by, or under direct common control with the Developer. As used in this definition, the term "control," "controlling" or "controlled by" shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

Agreement means this Duck Point Development Agreement.

Assessment means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Ordinance means an ordinance adopted by the City Council which levies Assessments on the Property within the PID in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

Assessment Roll(s) means the Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means those on-site and off-site public improvements, including, water, sewer, drainage, and roadway infrastructure and public improvements, needed to serve and fully develop the Property and to be constructed by the Developer or caused to be constructed by the Developer, including but not limited to the improvements listed in **Exhibit B** and as fully described in the SAP, and as authorized by Section 372.003 of the PID Act.

Authorized Improvement Costs means the actual costs of design, engineering, construction, acquisition, and inspection costs of the Authorized Improvements, and all costs related in any manner to the Authorized Improvements.

Bond Indenture or **Indenture** means a trust indenture by and between the issuer of PID Bonds and a trustee bank under which PID Bonds are issued and funds disbursed.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit B**.

Certification for Payment Form means a certificate which shall be submitted to the City no more frequently than monthly for work completed on any of the Authorized Improvements, in substantially the same form as **Exhibit G** attached hereto.

City means the City of Aubrey, Texas, a home-rule municipality located in Denton County, Texas.

City Code means the Code of Ordinances, City of Aubrey, Texas.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, and regulations duly adopted by the City which may be amended from time to time, and including a zoning ordinance for the Planned Development District adopted by the City, and the Development Regulations attached hereto as **Exhibit D** and subject to the provisions of Section 10.1.

Concept Plan means the Concept Plan attached hereto as **Exhibit C** and shall not mean the Concept Plan that is required for Planned Development District zoning.

Cost Overruns means actual Authorized Improvement Costs that are in excess of the Budgeted Costs set forth in the Service and Assessment Plan, as described in Subsection 7.3.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the Service and Assessment Plan, as described in Subsection 7.3.

Developer means MM Aubrey 160, LLC, a Texas limited liability company, and their successors and assigns, responsible for developing the Project and causing the Property to be developed in accordance with this Agreement.

Development means the new development on the Property constructed in accordance with this Agreement and which constitutes the Project.

Effective Date means the date upon which the last of all of the Parties have approved and duly executed this Agreement.

End Buyer means any Developer, developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

Force Majeure means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts,

insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics; (g) governmental shutdowns; (h) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City Regulations; (i) changes in market condition; and (j) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements, and/or other public improvements, and for which a final plat has been approved by the City and recorded in the Real Property Records of Denton County, Texas.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in substantially the same form as **Exhibit E** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Landowner(s) means the Developer and any additional owners of property within the PID.

Landowner Agreement means an agreement by and between the City and a Landowner consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit F** attached hereto.

Mustang SUD means the Mustang Special Utility District, which will own and operate the water and sewer Authorized Improvements that will serve the Property.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement) given in writing as provided in this Agreement.

Parcel(s) means any parcel of land located within a PID or TIRZ identified by either a tax map identification number assigned by the Denton Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the Real Property Records of Denton County.

Park Development Fee means the fee required by Section 5 of Article 4 of Chapter 10A, Subdivision Ordinance of the City in the amount set forth in Section 5.3 of this Agreement.

PID means a public improvement district to be considered for creation by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Duck Point Public Improvement District.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Administrator means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the

responsibilities provided in the Service and Assessment Plan or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bonds means special assessment revenue bonds issued by the City through the PID.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Resolution means the resolution adopted by the Council creating a PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Professional Services Agreement means an agreement between Developer and City obligating the Developer to deposit funds for City to utilize to pay the costs of professional services contracted for by City related to the Development, including without limitation costs of all third party professionals and consultants retained by the City, for the creation of the TIRZ, and the creation of the PID, including Administrative Expenses, in accordance with this Agreement and City's standard development processes and regulations.

Project Fund(s) means the interest-bearing construction fund account(s) as set forth in the applicable Bond Indenture.

Property means the real property described by metes and bounds and depicted on **Exhibit A**.

Real Property Records of Denton County means the official land recordings of the Denton County Clerk's Office.

Reimbursement Agreement means an agreement between the City and the Developer in which Developer agrees to fund certain costs of the Authorized Improvements and the City agrees to reimburse Developer out of PID Bonds or Assessments for a portion of such costs of the Authorized Improvements funded by Developer with interest with the proceeds of Assessments as permitted by the PID Act.

Service and Assessment Plan or SAP means a PID Service and Assessment Plan adopted by the City Council, as may be updated, supplemented, and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the City, as required by this Agreement.

Subdivision Regulations or **Subdivision Ordinance** means Chapter 10, Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, as amended from time to time.

TIRZ means a Tax Increment Reinvestment Zone encompassing the Property created by the City, subject to the consent and approval of the City Council, pursuant to the TIRZ Act.

TIRZ Act means Chapter 311, Texas Tax Code, as amended.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Documents.

TIRZ Documents means, as it relates to the Property, the TIRZ Project and Finance Plan, and the TIRZ Ordinance, as may be amended.

TIRZ Ordinance means a City ordinance creating the TIRZ pursuant to the TIRZ Act, and any subsequent ordinances effectuating amendments thereto.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ approved in accordance with the TIRZ Act.

TIRZ Projects means those projects, including the Authorized Improvements, as estimated in **Exhibit B**, to be undertaken by the PID as well as the TIRZ and included within the final approved TIRZ Project and Finance Plan.

Water and Sewer Authorized Improvements means those public improvements, as shown on **Exhibit C-1**, which will serve and benefit the Property and be acquired by Mustang SUD.

ARTICLE II
DUCK POINT DEVELOPMENT

2.1 Scope of Agreement. This Agreement contemplates a plan for development of the Property in accordance with the City Regulations, except as same may be modified by this Agreement, together with future actions by the Parties, that if approved, will establish provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Authorized Improvements, reimbursement, acquisition, ownership and maintenance of the Authorized Improvements, the issuance of PID Bonds for the financing of the Authorized Improvements benefitting the Property within the PID, the creation of the TIRZ for the Property, and the use of TIRZ funds.

2.2 Development Overview – Duck Point Development.

(a) The Developer will undertake or cause the undertaking of the design, development, and construction of the Development, including the Authorized Improvements and any other public improvements. The Development consists of residential elements and amenities to support the residential elements, as generally shown on the Concept Plan attached as **Exhibit C** hereto, which is subject to modifications in accordance with Section 10.7 of this Agreement.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Water and Sewer Authorized Improvements to Mustang SUD's standards and specifications and subject to Mustang SUD's approval as provided herein and in accordance with Mustang SUD's Regulations, and all other Authorized Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, and the Development Regulations as set forth in **Exhibit D** attached hereto.

(c) Upon completion and acceptance of the Water and Sewer Authorized Improvements, or any portion thereof, by Mustang SUD, it shall own, operate and maintain such Water and Sewer Authorized Improvements. Upon completion and acceptance of all other

Authorized Improvements, the City shall own, operate and maintain those Authorized Improvements.

ARTICLE III
PUBLIC IMPROVEMENT DISTRICT

3.1 Creation and Levy of Assessments. The Developer will submit to the City a petition to create the Duck Point Public Improvement District (the "PID") in accordance with the terms of this Agreement. The City shall initiate and consider for approval all necessary documents and ordinances required under the PID Act, to create the PID, to levy the Assessments on property within the PID, and to prepare and consider for approval the Service and Assessment Plan providing for the levy of the Assessments on the property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan for the PID acceptable to the Developer and the City and subject to City Council making findings that the Authorized Improvements confer a special benefit on the property within the PID, the City Council shall consider an Assessment Ordinance. The Developer shall develop the Property consistent with the terms of this Agreement and any approved PID. The Assessments shall be levied prior to the City or Mustang SUD's, as applicable, acceptance of the Authorized Improvements, subject to the City Council's discretion. At the time of such levy, the City intends to enter into a Reimbursement Agreement with the Developer or approve the issuance of PID Bonds. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment(s), the Landowners shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Landowners and shall approve and accept in writing the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit E** hereto and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor Developers and owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

3.3 PID Assessment Amount. A maximum overlapping tax rate equivalent for Parcels within the PID shall not exceed $3.09 per $100 assessed value, after applying the TIRZ credit as detailed in the Service and Assessment Plan, when including all taxing entities at the time of the assessment of the Property based upon the estimated average home value as defined in the Service and Assessment Plan approved by the City Council.

ARTICLE IV
AUTHORIZED IMPROVEMENTS

4.1 Authorized Improvements. The Authorized Improvements and Estimated Costs set forth in **Exhibit B** are subject to change and shall be updated consistent with the Service and Assessment Plan, the PID Act, the TIRZ Project and Finance Plan, and the TIRZ Act. The Authorized Improvements shall be identified and included on each approved final plat(s) for the Property as each final plat of the Property is approved by the City. The Developer may be required

to provide an updated **Exhibit B** with each final plat application, consistent with the PID/TIRZ requirements and this Agreement. Upon approval by the City Council of an updated **Exhibit B** with each final plat application, or update or amendment to the Service and Assessment Plan, this Agreement shall be deemed amended to include such approved updated **Exhibit B**. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed in accordance with the PID/TIRZ requirements and in accordance with the City Regulations and the Development Regulations as set forth in **Exhibit D** attached hereto.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements, excluding the Water and Sewer Authorized Improvements, and have them submitted to the City for approval in accordance with the City Regulations.

(b) Construction Plans for Water and Sewer Infrastructure. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Water and Sewer Authorized Improvements and have them submitted to Mustang SUD for approval. Developer shall provide copies of such plans and specifications to the City as a courtesy, but shall not be required to obtain the City's consent or approval of such plans or specifications.

(c) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for the Authorized Improvements. The Developer shall administer the contracts. The Budgeted Costs, which are estimated on **Exhibit B**, shall be paid from the proceeds of PID Bonds, if the PID is approved, in accordance with the Bond Indenture, and/or reimbursed by the collected Assessments pursuant to the terms of a Reimbursement Agreement through the Certification for Payment Form process where the Developer or the Developer's assignee will submit invoices for payment.

(d) Construction Standards and Inspection. The Authorized Improvements will be installed within the public right-of-way or in easements granted without cost to the City, or Mustang SUD, as applicable. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, City Regulations and all others applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements.

(e) Competitive Bidding. This Agreement and construction of the Authorized Improvements, including, without limitation, the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then alternative delivery methods may be used by the City as allowed by law.

(f) Ownership. All of the Authorized Improvements shall be owned by the City, except for the Water and Sewer Authorized Improvements, which shall be owned by Mustang SUD, upon acceptance of them by the City or Mustang SUD, as applicable, using procedures established by

the City Regulations, Mustang SUD Regulations and/or this Agreement, respectively. The Developer agrees to take any action reasonably required by the City or Mustang SUD where applicable to transfer or otherwise dedicate or ensure the dedication of easements for the Authorized Improvements and the Water and Sewer Authorized Improvements to the City or Mustang SUD, respectively and to the public.

(g) Authorized Improvements Constructed on the Property. If an Authorized Improvement is to be constructed upon land owned by the City, the City agrees to grant to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvement. If an Authorized Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement, as evidenced on the final plat of the Property, to enter upon such land for purposes related to inspection and maintenance of the Authorized Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Authorized Improvement as required by the City Regulations or this Agreement or in the City's reasonable judgment to be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement. The provisions for inspection and acceptance of such Authorized Improvements shall be in accordance with the City Regulations except as modified by this Agreement.

4.3 Operation and Maintenance of Authorized Improvements.

(a) Upon inspection, approval, and acceptance of the Water and Sewer Authorized Improvements or any portion thereof, Mustang SUD shall own, maintain and operate the accepted Water and Sewer Authorized Improvements and provide water and sewer service to the Property.

(b) Upon inspection, approval, and acceptance of the Authorized Improvements or any portion thereof, excluding the Water and Sewer Authorized Improvements dedicated to and owned by Mustang, the City shall own, maintain and operate such accepted Authorized Improvements. The City acknowledges that improvements to FM 1385 to be constructed by TxDoT may not be completed prior to the completion of the Development. The City agrees that the City will not delay inspection, approval, or acceptance of the Authorized Improvements due to lack of completion of TxDoT's improvements to FM 1385.

(c) The Developer shall construct or cause to be constructed and the HOA, as applicable, shall maintain, repair, replace, and operate, the open spaces, as depicted in the "**Open Space Plan**" in **Exhibit C-3**, attached hereto and made part hereof, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, as depicted in the "**Screening Plan**" in **Exhibit C-4**, attached hereto and made part hereof, an amenity center, and any other common improvements or appurtenances not maintained and operated by the City.

ARTICLE V
ADDITIONAL DEVELOPER AND CITY OBLIGATIONS

5.1 Mandatory Homeowners' Association. The Developer will create a mandatory homeowners' association ("HOA") over residential portions of the Property, which HOA, in accordance with City Regulations and through its covenants, conditions and restrictions filed in the Real Property Records of Denton County or its by-laws, shall be required to assure compliance with this Agreement, and shall be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the open spaces, common areas, detention ponds, screening walls, detention areas, and other related improvements or appurtenances that are not required to be dedicated or maintained and operated by the City within the residential portion of the Property. Common residential areas, including but not limited to all landscaped entrances to the residential portions of the Property, and all other improvements not maintained by the City shall be maintained solely by the HOA. Developer shall enforce or cause to be enforced covenants, conditions and restrictions on the Property; 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.

5.2 Retail Water and Sewer Service to the Property. Mustang SUD will provide retail water and sewer service to the Property.

5.3 City Park Dedication/Fees. Floodplain/Floodway Dedication.

(a) The Developer shall, at its sole cost and expense, dedicate and convey the City Park to the City by special warranty deed free and clear of all liens, subject to City Council action approving the acceptance of the City Park. Such dedication shall occur within twenty-four (24) months following the recording of a final plat of the Property, and acceptance of dedication of City Park shall satisfy Developer's obligation to dedicate land for park purposes for this Property. Developer agrees to construct, upon the City Park property, a parking lot providing sufficient area to accommodate fifteen (15) standard parking spots meeting all requirements of City Regulations, an eight foot (8') walking trail with benches, a shade structure, and two (2) sports fields (the "City Park Improvements"). The City agrees to grant any and all temporary and permanent easements necessary to construct the City Park Improvements.

(b) In consideration of Developer's dedication of the City Park, and the City Park Improvements, the City agrees to reduce the Park Development Fees applicable to the Property by Two Thousand and 00/100 Dollars, so that the Park Development Fee shall be **Two Thousand Five Hundred and 00/100 Dollars ($2,500.00)** for each platted residential lot, which shall be deposited into the Park Development Trust Fund in accordance with Section 5, "Park Land and Public Facility Dedication" of the City's Subdivision Regulations and may be used by the City in its sole discretion for development and maintenance of new or existing parks located within the City that are open to the public for use, or for the purchase or leasing of parkland. The Park Development Fee shall be paid by an applicant for a building permit of a structure, at the time of permit issuance.

(c) In addition to the City Park, conditioned upon City's acceptance, Developer will dedicate to the City, at no cost to the City, within twenty-four (24) months following the recording of a final plat of the Property, any floodplain and floodway as depicted on such final plat for which Developer has not initiated reclamation efforts. For the avoidance of doubt, Developer shall not be required to dedicate any floodplain and floodway that Developer has initiated reclamation efforts, provided, in the event such reclamation efforts are unsuccessful, Developer will, within a reasonable time following Developer's determination that such reclamation efforts are impossible or impractical, dedicate such floodplain or floodway.

5.4 Roadway Improvements. The City shall be responsible for the acquisition of the property to be utilized as an entry way and access road for the Property (the "Entry Way Road"), as depicted on the Roadway Improvements Exhibit, attached hereto as **Exhibit C-2**, and incorporated herein for all purposes. Developer agrees to tender payment to the City for the reasonable costs for such acquisition, which shall be agreed upon by Developer and the City prior to the City's acquisition of the property necessary for construction of the Entry Way Road. Developer will, at no cost to City (but in a manner that would permit reimbursement of the cost through the PID), construct the Entry Way Road as a four-lane divided roadway from FM 1385 to the first residential street, as depicted on the Concept Plan. Developer shall be responsible for the construction of two lanes of the Entry Way Road beginning at the first residential street and concluding at the end of the residential portion of the Property, as depicted on the Roadway Improvements Exhibit. To the extent required and allowed by law, prior to commencement of any work on the Roadway Improvements, the City will review its capital improvement plan for purposes of determining eligibility for updates to such capital improvement plan which include the Entry Way Road in order to allow Developer to be reimbursed for such costs associated therewith. Developer and the City acknowledge and agree that Developer shall have no obligation to construct any other offsite roadway improvements. The City and Developer acknowledge and agree that the Entry Way Road is essential to the Development, and beneficial to the City as public use. The Entry Way Road is, or is anticipated to be, a portion of the City's master thoroughfare plan.

5.5 Amenity Center. Developer shall construct, and the HOA shall accept and operate, an amenity center to serve the Development (the "Amenity Center"). The Amenity Center shall be completed within eighteen (18) months following the recording of a final plat of the Property. Provided, any failure of the Developer to satisfy this requirement shall not prohibit the issuance of building permits, but the City shall be permitted to seek any other relief as outlined in this Agreement.

ARTICLE VI
PID BONDS

6.1 PID Bonds.

The City shall consider issuing PID Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs (excluding Administrative Expenses) and paying issuance costs, Administrative Expenses, and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, if any, a debt service reserve fund, and the Project Fund). The Developer has

determined and hereby agrees that the maximum aggregate principal amount of PID Bonds will not exceed **Forty Million and 00/100 Dollars ($40,000,000.00).** The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of PID Bonds by the City (in one issue or in a series of issues over the years as set out in any PID approved by the City) in an amount up to, but not to exceed, the maximum aggregate principal PID Bond amount of Forty Million and 00/100 Dollars ($40,000,000.00). Notwithstanding the foregoing, the City's obligation to approve the issuance of PID Bonds is at the sole discretion of the City and is subject to the City's review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council and that Developer is in compliance with all of its obligations under the terms of this Agreement. The following terms shall apply to PID Bond Issuances:

(a) Each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(b) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The Developer shall have requested, in writing, the issuance of PID Bonds;

(ii) The Developer shall have submitted to the City all requested and required preliminary information necessary to evaluate a PID Bond issuance for each Phase and to accomplish the levy of Assessments and the issuance of PID Bonds, which production shall be deemed satisfied upon the submission of the following:

(A) Total acreage of residential property, commercial property, open space, multi-family property, non-developable property within the Phase for which Assessments are to be levied;

(B) Engineers' opinion of probable costs (dated within the last 3 months prior to submission) for all improvements within the Phase for which Assessments are to be levied;

(C) Any required Traffic Impact Analysis improvements within the Phase for which Assessments are to be levied;

(D) Break out of total offsite costs to serve the Phase for which Assessments are to be levied;

(E) Break out of total oversizing costs of improvements within the Phase for which Assessments are to be levied;

(F) Breakout of phased costs for all phases versus major improvement cost within the applicable PID;

(G) Assumptions for number of residential lots

1. Total number of lots by type;

2. Total estimated value per lot;

3. Total estimated value of final home value;

4. The values provided in 1-3 above based on phasing plan/absorption schedule

(H) Map of Property

(I) Proposed Concept Plan

1. With construction phasing identified by map and cost

2. Location of any open space maintained by HOA

3. Total acreage of open space maintained by HOA

4. Map/locations of improvements to be financed by the applicable PID

5. Onsite improvements by Phase

6. Offsite improvements by Phase

(J) Final private costs (not including the public improvement costs) to reach completed lots (i.e., final lot benching, stabilization, etc.)

(K) Any other information determined necessary by City's Bond Counsel to evaluate PID Bond issuance.

Provided, however, the City and Developer acknowledge and agree that such preliminary information may be modified, and Developer shall not be exclusively bound by the preliminary information provided under this Section.

(iii) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed $40,000,000.

(iv) The Developer or its Affiliates, or another entity that has purchased a portion of the Property for development, shall own all property within each Phase of the PID prior to the levy of Assessments for such PID Phase or have otherwise complied with Section 6.4 "Transfer of Property" herein. The City shall not levy Assessments without a Landowner Agreement from each property owner within the area to be assessed by the City.

(v) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement, except that if an Event of Default has occurred and has been cured by the Developer, it shall not prevent the issuance of PID Bonds by the City;

(vi) The PID Bonds must be marketable by a reputable Underwriter to a reputable purchaser at a reasonable rate of interest as determined by the City's financial advisor.

(vii) PID bonds may not be issued through a third-party conduit and all PID bond issues must be approved by the Texas Attorney General;

(viii) The Developer shall have agreed to the reasonable continuing disclosure requirements required by the Underwriter or by the purchasers of the PID Bonds and shall be current in all past continuing disclosure obligations.

6.2 Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Authorized Improvements, if the PID Bond Proceeds are not sufficient to pay the Authorized Improvement Costs for the Phase to which such PID Bond Proceeds relate, the Developer shall be required to provide the cash in the amount of the difference between the Authorized Improvement Costs for each PID Phase and the amount of PID Bond Proceeds available for such PID Phase and minus any approved Developer expenditures of Authorized Improvement Costs for such PID Phase as confirmed and approved by the City or its PID administrator (the "Deficit") as illustrated below:

Total Amount of Authorized Improvement Costs of the PID Phase being financed by Bond Proceeds
- PID Bond Proceeds deposited to Project Fund
- Verified and approved Developer expenditures of Authorized Improvement Costs for the PID Phase
= Total amount of Deficit

For the Deficit, the Developer, must deposit cash in the amount of Deficit to a designated account under the applicable Indenture from which funds may be drawn to pay the Authorized Improvement Costs for such Phase; The determination of the amount of the Deficit shall be estimated prior to pricing of each series of PID Bonds and shall be finalized within five (5) days of pricing of each series of PID Bonds. Any required cash deposit shall be provided at closing of the applicable series of PID Bonds.

6.3 Apportionment and Levy of Assessments. In order to be reimbursed from Assessments, a Reimbursement Agreement must be entered into prior to the acceptance of the Authorized Improvements. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

Concurrently with the levy of the Assessments on each PID Phase, the Developer and its Affiliates shall execute and deliver a Landowner Agreement in the form attached as **Exhibit F** for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Denton County. The City shall not levy Assessments on property within the PID without an executed Landowner Agreement from each landowner within the PID whose property is being assessed.

6.4 Transfer of Property. Notwithstanding anything to the contrary contained herein, no sale of property within a Phase of the PID in which Assessments are to be levied, shall occur prior to the City's levy of Assessments in such Phase of the PID unless the Developer provides the City with an executed Landowner Agreement executed by such purchaser with respect to the purchased property prior to the levy of the Assessments. In addition, evidence of any transfer of property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property, which shall be satisfied by the execution of the Landowner Agreement. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Agreement, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments. The Developer shall provide all reasonably necessary documentation to the City with respect to any land transfers.

6.5 Non-Bank Qualified Debt.

(a) In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs occurring solely from the difference in interest cost ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) 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 forty-five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the "Estimated Additional Costs"), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City's invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer

the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the "Estimated Additional City Obligation Costs"), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased City Obligation Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(d) To the extent any developer(s) or the Developer(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Developer(s) (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Developer(s) (including the Developer, as applicable) as necessary so as to put all developers and the Developer so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its

receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or the Developer on whose behalf the City has issued debt in the same manner as described in this Section 6.2, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by the City.

ARTICLE VII
PAYMENT OF AUTHORIZED IMPROVEMENTS

7.1 Overall Requirements. The City shall not be obligated to provide funds for any Authorized Improvements or other public improvements except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for reimbursement of the costs of the Authorized Improvements or other public improvements will be sufficient for the construction or acquisition of all of the Authorized Improvements or other public improvements. Any costs of the Authorized Improvements or other public improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Fund established under the Indenture to reimburse the costs of the Authorized Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Authorized Improvements or other public improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

7.2 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall establish an improvement account of the Project Fund in accordance with the applicable Bond Indenture. Any improvement account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any improvement account of the Project Fund shall be administered and controlled (including signatory authority) by the City, or the trustee bank for the PID Bonds, and funds in the improvement account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

7.3 Cost Overrun. In advance of the Developer letting a contract for the Authorized Improvements, the City shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Costs provided on **Exhibit B,** as amended from time to time pursuant to this Agreement. If the total cost of an Authorized Improvements (or segment or section thereof) exceeds the Budgeted Cost for such Authorized Improvement (or segment or section thereof) (a "Cost Overrun"), the Developer shall be solely responsible for the

remainder of the Authorized Improvements Costs (or segment or section thereof), except as provided for in Section 7.4 below.

7.4 Cost Underrun. If, at the time the City has, with respect to applicable Authorized Improvement, accepted the respective Authorized Improvement (or segment or section thereof) and upon payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement. The elimination of a category of Authorized Improvements as set forth in the Service and Assessment Plan will require an amendment to the SAP. Prior to the completion of all of the Authorized Improvements within an improvement category, but after the construction contracts commence (and are provided to the City/PID Administrator), Budgeted Costs as listed in the applicable SAP, if in excess of the contract amounts for the same category of Authorized Improvements in the construction contracts, will be available to fund Cost Overruns and applied to other Authorized Improvement categories. If, upon completion of the Authorized Improvements in any improvement category, there are funds still remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been previously paid.

7.5 Prioritization of Payments and Remainder of Funds in the Improvement Account of the Project Fund. Authorized Improvement costs shall be paid first from PID Bond proceeds, and then from any Developer deposit maintained. If funds remain in the improvement account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and, excluding any Developer deposit, the payment of all Authorized Improvement Costs as provided for in the Bond Indenture, then such funds thereafter shall be the exclusive property of the City and shall be used by the City as provided for in the Service and Assessment Plan, the Bond Indenture, or any other applicable use to the Property as provided by law. If any Developer deposit funds are remaining after completion of all Authorized Improvements and payment of all Authorized Improvement Costs as provided for in the Bond Indentures and SAP, then such funds shall be returned to the Developer.

7.6 Payment Process for Authorized Improvements.

(a) The City shall authorize reimbursement of the Authorized Improvement Costs from PID Bond proceeds and/or Reimbursement Agreement. The Developer shall submit a Certification for Payment Form to the City (no more frequently than monthly) for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the City. The Certification for Payment Form shall be in substantially similar form as set forth in **Exhibit G**, as may be modified by the Bond Indenture and/or a Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Certification for Payment Form (each, a "Payment Certificate") with respect to compliance withthis Agreement, compliance with City Regulations, and compliance with the SAP. The City shall review each Payment Certificate within eight (8) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Bond Indenture or Reimbursement Agreement, if applicable, and payment shall be made to the Developer or its designee pursuant to the terms of the Bond Indenture or Reimbursement Agreement, if applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment

for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the Bond Indenture or Reimbursement Agreement, as applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed Notice to the Developer within eight (8) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the lesser of: (i) the Budgeted Costs as set forth in **Exhibit B** and the SAP, and (ii) the Authorized Improvement Costs, from funds available pursuant to the Bond Indenture or a Reimbursement Agreement, as applicable.

(d) Developer shall be liable for all costs of PID creation and Developer shall pay all City expenses related to the creation of the PID, including Administrative Expenses, pursuant to the Professional Services Agreement executed by Developer. Upon creation of a PID, all such costs of PID creation are eligible for reimbursement to Developer, in accordance with the PID Act. Reimbursement to the Developer, and to the City if not paid pursuant to the Professional Services Agreement, for Administrative Expenses relating to the creation of the PID, the levy of Assessments and issuance of PID Bonds may be distributed at closing of the PID Bonds pursuant to a Closing Disbursement Request, in the form attached as **Exhibit H**.

ARTICLE VIII
TIRZ

8.1 Tax Increment Reinvestment Zone. Prior to the issuance of the first series of PID Bonds, the City shall, according to its sole legislative discretion, exercise its powers under the TIF Act in order to consider, and in City's discretion to create a TIRZ encompassing the Property and intends to consider the dedication of forty-eight percent (48%) of the City's tax increment collected by the City for Property within the TIRZ, based on the City's tax rate each year, which funds will be used to off-set or pay a portion of any Assessments levied on the Property within the TIRZ for the costs of Authorized Improvements and qualify as projects under the TIF Act.

8.2 TIRZ Priority. In accordance with the TIRZ Project and Finance Plan, the TIRZ Fund shall first pay for the City's costs in administering the TIRZ, then pay for Authorized Improvements by off-setting or paying the portion, as set forth in the TIRZ Project and Finance Plan, of any Assessments levied on the Property for the Authorized Improvements and qualify as projects under the TIF Act for a period consistent with the term of any PID Bonds issued by the City and/or the term of any Reimbursement Agreement approved by the City. Deposits of money into the TIRZ Fund shall continue until the earlier of (i) the payment of all PID Bonds, or (ii) the expiration of the TIRZ. Upon the refunding of any series of PID Bonds, any reduction in assessments for such PID Bonds shall mean a dollar-for-dollar reduction in TIRZ credit allowed to such PID Bonds.

8.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the City's collected revenue from its tax increment obtained from the Property shall be placed into a TIRZ

Fund. It is anticipated that the monies in the TIRZ Fund shall be distributed in accordance with the TIRZ Project and Finance Plan to pay the City's Administrative Expenses and to lower the Assessments on an annual basis. Amounts in the TIRZ Fund shall not be comingled with City funds.

ARTICLE IX
ANNEXATION

9.1 Annexation.

(a) Within thirty (30) days of the Effective Date of this Agreement, the Developer agrees to submit a voluntary annexation petition for the Property.

(b) The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits pursuant to the terms of this Agreement. This Agreement constitutes the service plan agreement for providing City services to the Property.

(c) If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Developer, or the Developer's successors and assigns, is not within the City's extraterritorial jurisdiction, then the Developer, or the Developer's successors and assigns, shall petition the City to include such portion of the Property within the City's extraterritorial jurisdiction and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

(D) THE DEVELOPER IS NOT REQUIRED TO ENTER INTO THIS AGREEMENT. THE ANNEXATION PROCEDURES DESCRIBED IN PLAIN LANGUAGE IN THIS AGREEMENT REQUIRE THE DEVELOPER'S CONSENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL SATISFY THE WRITTEN DISCLOSURE REQUIREMENTS UNDER SECTION 212.172(B-1) OF THE TEXAS LOCAL GOVERNMENT CODE.

ARTICLE X
DEVELOPMENT

10.1 Full Compliance with City Regulations. The City and Developer acknowledge and agree that except as expressly waived, modified or abated by this Agreement, all of the City Regulations in effect on the Effective Date of this Agreement, shall apply to any and all development activity undertaken on the Property (or any portion of the Property) in connection with the Development, in accordance with Chapter 212 of the Texas Local Government Code. The Property shall be developed as a single-family residential development to be zoned as a Planned Development District pursuant to City Regulations and this Agreement contemporaneously upon annexation of the Property into the City's corporate limits. Provided that in the event of any conflict between the City Regulations and this Agreement, including the Development Regulations, this Agreement and the Development Regulations shall control, subject to the Planned Development District ordinance adopted pursuant to City Regulations.

10.2 Development in Compliance with Concept Plan. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Concept Plan attached as **Exhibit C** and the Development Regulations attached as **Exhibit D**, respectively, and applicable City Regulations at the time of the Effective Date, except when those regulations conflict with the Development Regulations. The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to amend the Development Regulations attached hereto as **Exhibit D** after the Effective Date.

10.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date.

10.4 Property Acquisition. The Parties acknowledge that the Developer may be required to acquire certain off-site property rights and interests to allow certain Authorized Improvements to be constructed to serve the Property (with the exception of the Entry Way Road, which shall be acquired by the City pursuant to Section 5.4 of this Agreement). Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing reasonable and continuous efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City, in its sole discretion, may take reasonable steps to secure same through the use of the City's power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of PID Bonds, if PID Bonds are issued, or Assessments and shall 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. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City's discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Authorized Improvements can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow funds will be refunded to Developer within 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.

To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

10.5 Zoning of the Property. Currently, the Property is located in the extraterritorial jurisdiction of the City. The Parties agree that the Concept Plan attached hereto as **Exhibit C**, the Development Regulations attached hereto as **Exhibit D**, together with the City Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the Property as of the Effective Date. The City shall consider rezoning the Property as a new PDD - Planned Development District, contemporaneously upon annexation of the Property into the City's corporate limits, consistent with the Concept Plan attached hereto as **Exhibit C**, the Development Regulations attached hereto as **Exhibit D**, and the applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. The City will require the Developer to submit a formal zoning application to proceed with zoning the Property as contemplated by this Section.

10.6 Conflicts. In the event of any conflict between this Agreement and any City Regulations, this Agreement, including any exhibit or attachment, shall control. Provided however, that in the event that the Bond Indenture contains requirements that differ from this Agreement (other than the terms specifically agreed to in this Agreement including the payment processes), then the Bond Indenture, shall control. In the event of a conflict between the Agreement and any exhibits to this Agreement the text of the Agreement controls over the Exhibits. Provided, in the event an Exhibit is deemed amended pursuant to the terms of this Agreement, the applicable text of the Agreement relating or outlining such Exhibit shall be deemed amended as well. In the event of a conflict between the Concept Plan and the Development Regulations attached as **Exhibit D**, the Development Regulations shall control. The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to amend the Development Regulations attached hereto as **Exhibit D** after the Effective Date; provided however, notwithstanding the foregoing, that City's adoption of Planned Development District regulations as part of the new PDD - Planned Development District referenced in Section 10.5 shall not be deemed an amendment to the Development Regulations in violation of this Section.

10.7 Concept Plan. The City's approval of the Concept Plan herein constitutes the acknowledgement that the Development is consistent with the City's Comprehensive Plan, as amended. Such approval does not constitute the City's agreement that any specific portion of the Development depicted within **Exhibit C** conforms to the City Regulations, as same may be modified by this Agreement.

With the exception of a Minor Modification, as defined herein, the Developer must submit any proposed change to the Concept Plan to the City for approval. If the change is not a Minor Modification, then approval of such change is considered a major modification ("Major Modification"). All requests for Major Modifications shall be considered by the City Council in its sole legislative discretion.

Any Minor Modification of the Concept Plan or amendment approved by the City to the Concept Plan, shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. Developer is responsible for providing City updated copies of any modified or amended Concept Plan. Any subsequent development application for approval of a site plan or final plat, that differs from the terms of this Agreement if approved by the City or considered a Minor Modification and approved by the City Manager, shall

automatically amend this Agreement. Minor modifications shall include the following, shall apply only to the Concept Plan (collectively "Minor Modifications"), and shall be subject to the approval of the City Manager in his sole discretion:

(a) any adjustments of equal to or less than (i) 10% of the total lots included on the Concept Plan, or (ii) 100 feet to the location or configuration of roadways, sidewalks, utilities, parking areas, buildings, landscape features, (including plants and trees) ponds and any other improvements depicted on any Concept Plan, provided if the addition or removal of roadways are necessary for the construction of additional lots, or the removal of lots, as outlined in subsection (i) such addition or deletion of roadways shall be deemed a Minor Modification; and

(b) any modification approved in a plat approved by the City including but not limited to (i) changes to the lot size or configuration; (ii) adjustments to the number of lots in the overall Development; (iii) changes to a local street width, length or alignment; (iv) changes to utility or access easements; (v) changes to street layouts, in any phase; or (vi) adjustments to the amount of open space, buffers, and drainage not less than five percent (5%) of the gross site acreage.

ARTICLE XI
DEVELOPMENT PROCESS AND CHARGES

11.1 Development Fees. Developer agrees to construct any portion of the Property as shown on the Concept Plan attached hereto as **Exhibit C** and to pay all relevant Development Fees, as listed in the City's Municipal Code, excluding impact fees, which are waived in Section 11.4 below. The fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

11.2 Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees as amended and uniformly adopted throughout the City (the "Inspection Fees"), according to the fee schedule adopted by the City Council on the Effective Date.

11.3 Park Development, Credit for Parkland Dedication, and Timing of Payment of Park Development Fees. In consideration of the dedication of the City Park, and construction of the City Park Improvements, the City shall not require additional dedications of land or payment of any fees (except as the Park Development Fee specifically provided in Section 5.3) for the purpose of any parkland dedication requirements, tree mitigation requirements or open space requirement in place on the Effective Date or any date thereafter. In addition to items that the City Regulations give credit in lieu of park land dedication, for purposes of this Agreement, open space, homeowner association common areas, shall be deemed sufficient dedication to the City, and no parkland, open space, or similar fees shall be owed by the Developer.

11.4 Waiver of Impact Fees. Except as otherwise provided herein, all impact fees associated with the Development due and owing at the time of building permit issuance from time to time pursuant to City Regulations, shall be waived. The City waives, relinquishes, and releases any right it might have under current City Regulation or state law to assess, levy, or collect impact fees in connection with the development of the Property. The Developer shall be responsible for the construction of all Authorized Improvements, to the extent such Authorized Improvements are necessitated by and attributable to the development of the Property.

11.5 **INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE AUTHORIZED IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS; (IV) ANY CLAIMS (INCLUDING DEATH) OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; OR (V) ANY CLAIMS (INCLUDING DEATH) AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE AUTHORIZED IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.**

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO

RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 11.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

11.7 **DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/ DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(c) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF

ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) THIS SECTION 11.6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11.8 Inspections and Permitting. The City shall have a right to inspect, as authorized or required by City Regulations, the construction of all structures, Authorized Improvements, and any public improvements necessary to support the proposed development within the Property, including drainage, streets, park facilities, electrical, and streetlights and signs, but excluding the Water and Sewer Authorized Improvements. The Developer shall pay fees in accordance with City's ordinances and similar to other like developments. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and infrastructure in accordance with approved engineering plans, construction plans, approved final plat(s), and other approved plans related to development of the Property. The City shall be the beneficiary of the required two-year maintenance bond the Developer shall provide for all Authorized Improvements, except for Water and Sewer Authorized Improvements which shall be subject to Mustang SUD Regulations. Except as otherwise provided in this Agreement, if the City, or Mustang SUD, as applicable, finds that such improvements have been completed in accordance with the final plats and specifications approved by the City, or Mustang SUD, as applicable (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City, or Mustang SUD, as applicable shall accept the same whereupon ownership of such improvements shall be transferred to the City, or Mustang SUD, as applicable, and be operated and maintained by the City, or Mustang SUD, as applicable, at its sole expense other than those improvements that the HOA is obligated to maintain as set forth in **Article V** of this Agreement located on the Property which may be owned by the City but shall be maintained by the HOA.

11.9 Temporary Street Closures. To the extent reasonably requested by the Developer in connection with the construction of the Authorized Improvements, pursuant to applicable City Regulations and the Home Rule Charter, the City shall consider the approval and issuance to the Developer all necessary permits to authorize temporary closures of, and shall grant and issue to the Developer all necessary permits to make cuts or other perforations in, demolish and excavate all or portions of any street, alley or other public right-of-way that is under reasonable control of the City and that is contained in whole or in part within the Property or that abuts any portion of

the Property; provided however, all such actions are subject to the City's obligations to preserve and protect public health, safety, and welfare, and Developer shall pay all applicable permit and other fees due City.

11.10 Joint Cooperation. During the planning, design, development and construction of the private improvements and the Authorized Improvements on the Property, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Development. The City will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

ARTICLE XII
TERM

The term of this Agreement shall be for a period of forty (40) years after the Effective Date, or the date on which the TIRZ is dissolved or terminates, or termination pursuant to an Event of Default, whichever comes first (the "Initial Term").

ARTICLE XIII
EVENTS OF DEFAULT; REMEDIES

13.1 Events of Default. Each of the following shall is an "Event of Default" by Developer under this Agreement:

(a) The Developer fails to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and fails to cure such default within twenty (20) business days after the date on which Notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement or City Regulations; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure following the date of Notice by City.

(b) The Developer fails to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) calendar days after Notice thereof is given by the City to the Developer;

(c) The Developer fails to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) calendar days after Notice thereof is given by the City to the Developer;

(d) The Developer files or causes to be filed a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(e) The Developer consents to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(f) An order for relief is entered against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the Property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive days;

(g) The Developer or any Affiliate fails to pay Impositions, and/or Assessments on Property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; or

(h) Any material representation or warranty confirmed or made in this Agreement by the Developer is untrue in any material respect as of the Effective Date, and Developer does not cure or correct such untrue material representation or warranty within ninety (90) calendar days after Notice thereof is given by the City to the Developer.

13.2. Notice and Cure. 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 thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written Notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

13.3 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance, or other equitable relief available at law, of the other party's obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR PREVENT THE DEVELOPER OR THE CITY FROM RECEIVING ANY REIMBURSEMENTS OR PAYMENTS DUE AND OWED TO THE DEVELOPER OR THE CITY UNDER THIS AGREEMENT, ANY REIMBURSEMENT AGREEMENT, OR ANY TIRZ AGREEMENT.

ARTICLE XIV
ASSIGNMENT AND ENCUMBRANCE

14.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer and any Assignee have the right (from time to time) to assign this Agreement to a non-Affiliate, non-related entity, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") with City's written

consent, which consent the City shall not unreasonably withhold. The Developer and any Assignee have the right (from time to time) to assign this Agreement to an Affiliate or related entity, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement without City consent, but with notice to the City. The Developer shall maintain written records of all assignments made by the Developer to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property. With the exception of Developer's right to obtain Estoppel Certificates from the City, as outlined in Section 15.2 of this Agreement, the City shall not be required to make any representations with respect to any assignment by Developer.

Any receivables due under this Agreement, any construction funding agreement, any Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any TIRZ agreement may be sold, transferred, or assigned by Developer to any person, including without limitation, to a trustee in connection with a trust indenture, without the consent of, but upon written Notice to the City in accordance with Section 16.2 of this Agreement and as allowed. The Developer may also collaterally assign the PID and or TIRZ receivables as collateral for any development loan, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City. Notwithstanding the above, City shall not be required to make partial payments to more than two (2) parties as a result of a single assignment. With the exception of Developer's right to obtain Estoppel Certificates from the City, as outlined in Section 15.2 of this Agreement, the City shall not be required to execute any consent or make any representations with respect to such assignments.

14.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of the Developer. Provided however, that this language does not apply to any real property interest which the City may have within the Development.

14.3 Encumbrance by Developer and Assignees. The Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written Notice to, the City, and (b) to any person or entity with the City Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such request, Developer shall send a second notice to City, and if City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such second notice then the collateral assignment shall be submitted to the City Council for consideration.. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any

default under this Agreement and shall be given a reasonable time, but no more than 180 days, 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, not to be unreasonably withheld, 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 Developer 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.

With the exception of Developer's right to obtain Estoppel Certificates from the City, as outlined in Section 15.2 of this Agreement, the City shall not be required to execute any consent or make any representations with respect any assignment pursuant to this Section. The City shall not be required to acknowledge the receipt of any assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance, or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the Notice.

14.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer's prior written consent. Provided however, that this section shall not apply to any real property interests which the City may have in the Development.

14.5 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. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest (but not including End Buyer) in any part of the Property shall have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations.

14.6 No Third-Party Beneficiaries. Subject to Section 14.1 of this Agreement, 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.

14.7 Notice of Assignment. Subject to Section 14.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property, or any part thereof (other than to an End-Buyer of a Fully Developed and Improved Lot), and/or any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person or entity that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

ARTICLE XV
RECORDATION AND ESTOPPEL CERTIFICATES

15.1 Binding Obligations. This Agreement and all amendments hereto and authorized 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 of a Fully Developed and Improved Lot except for land use and development regulations, including the City Regulations, that apply to such lots.

15.2 Estoppel Certificates. From time to time upon written request of the Developer or any future Developer, and upon the payment of a $100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of any Developer under this Agreement that are in default. The City agrees to use its best efforts to provide such estoppel certificate within ten (10) days of receipt of request from the Developer or any future Developer.

ARTICLE XVI
ADDITIONAL PROVISIONS

16.1 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 the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

16.2 Notices. Any Notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: Charles Kreidler, City Manager City of Aubrey 107 S Main Street Aubrey, Texas 76227
With a copy to:	Attn: Patricia Adams, City Attorney Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034
To the Developer:	Attn: Matthew Dawson MM Aubrey 160, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Travis Boghetich Texas Real Estate Law 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

16.3 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.

16.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

16.5 Entire Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.

16.6 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.

16.7 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 or the applicable federal court.

16.8 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.

16.9 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.

16.10 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

16.11 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.

16.12 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Authorized Improvements and Estimated Costs
Exhibit C	Concept Plan
Exhibit C-1	Water and Wastewater Improvements
Exhibit C-2	Roadway Improvements
Exhibit C-3	Open Space Plan

Exhibit C-4	Screening Plan
Exhibit D	Development Regulations
Exhibit E	Home Buyer Disclosure Program
Exhibit F	Landowner Agreement
Exhibit G	Certification for Payment Form
Exhibit H	Closing Disbursement Request

16.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall record this Agreement in the real property records of Denton County, which notifies Developers of Property of the obligations set forth in the Home Buyer Disclosure Program.

16.14 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.

16.15 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 fifteen (15) 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.

16.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

16.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

16.18 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

16.19 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

16.20 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

16.21 Gift to Public Servant. The Developer shall not, and shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require the Developer to remove any employee or contractor of the Developer from performance responsibilities under this Agreement who has violated the restrictions of this section or any similar state or federal law.

16.22 Statutory Verifications. The Developer makes the following representation and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a

firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

16.26 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

16.27 Verification Regarding Undocumented Workers. In accordance with Chapter 2264 of the Texas Government Code, each of the Developer Parties represents and certifies that it does not and will not knowingly employ any undocumented worker on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, a Developer Party is convicted of a violation under 8 U.S.C. § 1324a(f), the Developer Party shall repay to the City an amount equal to all grant payments or other public subsidies provided to the Developer Party under this Agreement and any other funds received by the Developer Party from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Developer Party of the violation.

[Signatures to Follow]

Executed by the Developer, the District and the City to be effective on the Effective Date.

ATTEST:

Name: Jenny Hicks
Title: City Secretary

CITY OF AUBREY, TEXAS

By: _____
Name: Chris Rich
Title: Mayor

Date: May 23, 2024

CITY OF AUBREY OFFICIAL SEAL AUBREY, TEXAS

APPROVED AS TO FORM

Patricia Adams, City Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the 23rd day of May, 2024 by Chris Rich, Mayor of the City of Aubrey, Texas, a home rule municipality, on behalf of such home rule municipality.

Notary Public, State of Texas

JENNIFER HICKS
Notary Public, State of Texas
Comm. Expires 07-05-2028
Notary ID 129043943

DEVELOPER:

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 Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of June, 2024 by Mehrdad Moayedi, 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

MATTHEW DAWSON
Notary ID #133843590
My Commission Expires
July 5, 2026

EXHIBIT A
Metes and Bounds Description and Depiction of the Property

LEGAL DESCRIPTION

BEING a tract of land situated in Denton County, Texas, being a part of the Frederick H. Pollard Survey, Abstract No. 995, being part of a called 240.59 acre tract of land described in a Special Warranty Deed (SWD) to Pickens Lake LLC., as recorded in Document No. 2016-78692, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

COMMENCING at a one-half inch iron rod with yellow plastic cap found in the east line of a called 2,439.8661 acre tract of land described in a SWD to Sandbrock Investments, INC., as recorded in Document No. 2004-1916, O.P.R.D.C.T., said capped iron rod being in the west line of Farm to Market (F.M.) 1385 (a variable width right-of-way);

THENCE North 06 degrees 25 minutes 21 seconds West, a distance of 100.79 feet along the east line of said 2,439.8661 acre tract of land and the west line of F.M. 1385 to a point for corner;

THENCE North 01 degrees 54 minutes 45 seconds East, a distance of 221.30 feet to one-half inch iron rod with yellow plastic cap stamped "Bohler Eng." (herein after called capped iron rod) set for the POINT OF BEGINNING, from which a one-half inch iron rod found bears North 71 degrees 24 minutes 28 seconds East a distance of 17.72 feet;

THENCE along the south line of said 240.59 acre tract of land, the north line of said 2,439.8661 acre tract of land and meandering in or near the centerline of said Little Elm Creek, the following courses and distances:

North 08 degrees 45 minutes 15 seconds West, a distance of 370.10 feet to a point for corner;

North 37 degrees 31 minutes 15 seconds West, a distance of 137.20 feet to a point for corner;

South 68 degrees 51 minutes 45 seconds West, a distance of 73.30 feet to a point for corner;

North 62 degrees 27 minutes 15 seconds West, a distance of 161.60 feet to a point for corner;

South 59 degrees 14 minutes 45 seconds West, a distance of 323.90 feet to a point for corner;

South 69 degrees 22 minutes 45 seconds West, a distance of 108.90 feet to a point for corner;

South 38 degrees 01 minutes 45 seconds West, a distance of 202.00 feet to a point for corner;

South 20 degrees 08 minutes 45 seconds West, a distance of 285.40 feet to a point for corner;

South 64 degrees 05 minutes 45 seconds West, a distance of 120.20 feet to a point for corner;

South 08 degrees 20 minutes 45 seconds West, a distance of 301.10 feet to a point for corner;

North 89 degrees 39 minutes 15 seconds West, a distance of 546.80 feet to a point for corner;

North 86 degrees 27 minutes 15 seconds West, a distance of 420.85 feet to a point for corner;

South 47 degrees 16 minutes 45 seconds West, a distance of 49.31 feet to a point for corner;

South 24 degrees 49 minutes 15 seconds East, a distance of 306.70 feet to a point for corner;

South 06 degrees 20 minutes 45 seconds West, a distance of 308.30 feet to a point for corner;

South 11 degrees 18 minutes 15 seconds East, a distance of 161.25 feet to a point for corner;

South 31 degrees 19 minutes 15 seconds East, a distance of 240.90 feet to a point for corner;

North 86 degrees 42 minutes 15 seconds West, a distance of 1,094.70 feet to a point for corner;

South 80 degrees 54 minutes 45 seconds West, a distance of 242.04 feet to a point for corner;

THENCE North 08 degrees 59 minutes 13 seconds East, a distance of 3,369.03 feet to a capped iron rod set in the north line of said 240.59 acre tract of land, said iron rod being in the south line of a called 394.474 acre tract of land described as Tract 2 in a SWD to A1719, LLC, as recorded in Document No. 2020-28892, O.P.R.D.C.T., from which a one-half inch iron rod found at the northwest corner of said 240.59 acre tract of land bears North 87 degrees 33 minutes 15 seconds West, a distance of 1,166.20 feet;

THENCE South 87 degrees 33 minutes 15 seconds East, a distance of 2,733.00 feet along the north line of said 240.59 acre tract of land and the south line of said 394.474 acre tract of land to a capped iron rod set at the northeast corner of said 240.59 acre tract of land, said iron rod being the southeast corner of said 394.474 acre tract of land and said iron rod being in the west line of F.M. 1385;

THENCE along the east line of said 240.59 acre tract of land and the west line of F.M. 1385, the following courses and distances:

South 01 degrees 32 minutes 45 seconds West, a distance of 1,347.00 feet to a capped iron rod set for corner:

South 12 degrees 36 minutes 50 seconds West, a distance of 79.08 feet to a capped iron rod set for corner;

South 01 degrees 54 minutes 45 seconds West, a distance of 401.00 feet to the **POINT OF BEGINNING** and containing 6,967,038 square feet or 159.941 acres tract of land.

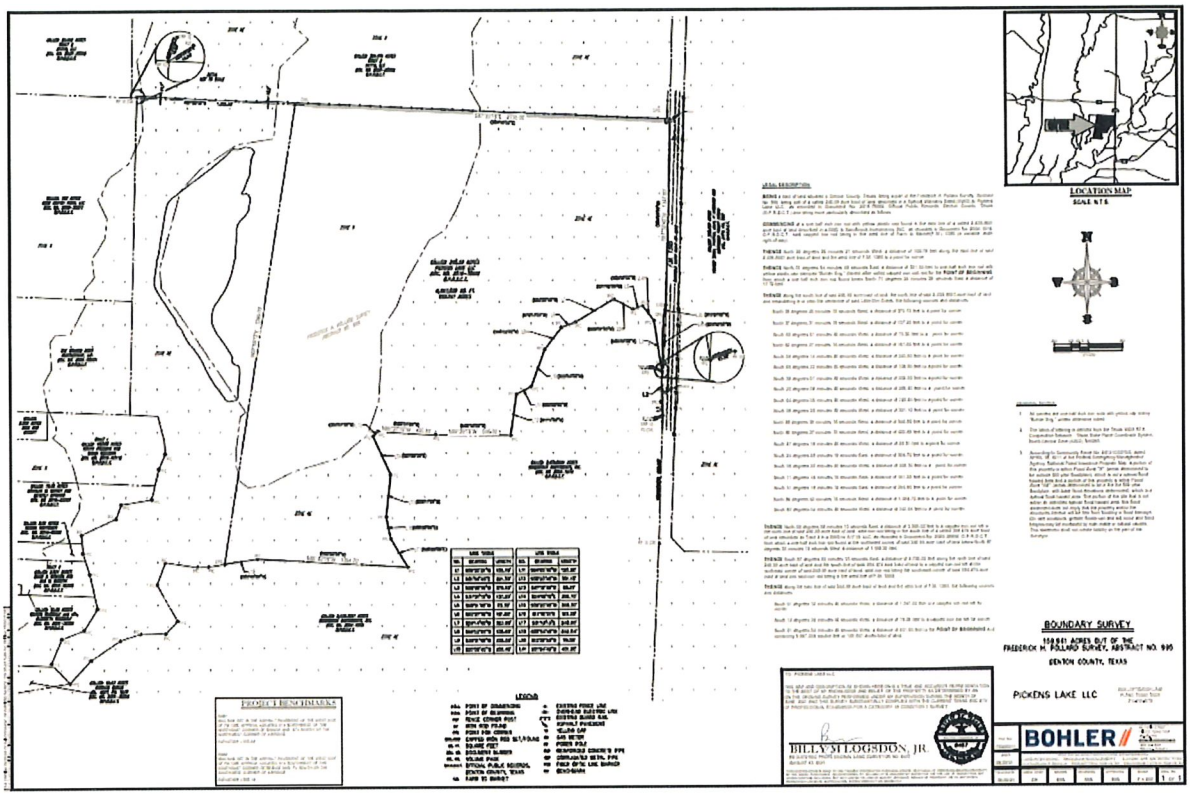

LOCATION MAP
SCALE: N.T.S.
BOUNDARY SURVEY
150.841 ACRES OUT OF THE
FREDERICK H. POLLARD SURVEY, ABSTRACT NO. 995
DENTON COUNTY, TEXAS
PICKENS LAKE LLC
BILLY M. LOGSDON, JR.
BOHLER

EXHIBIT B
Authorized Improvements

COMMUNITY NAME: DUCK POINT (All 1 Phase)
PHASES: Overall Development
CITY or TOWN: City of Aubrey ETJ

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:
NET ACREAGE:
TOTAL LOTS:
TOTAL DENSITY:
LANDPLAN:
CREATED BY:
REVIEWED BY:
CREATED:
REVISED:

Direct Phase Costs	Lot Count	TOTAL 440	Notes
1 Grading & Site Preparation		$ 1,227,098	No MC or Poly
2 Water System		$ 2,408,461	
3 Sanitary Sewer System		$ 2,363,922	
4 Drainage System		$ 2,200,000	
5 Street Improvements		$ 4,267,134	
6 Turn Lane Improvements		$ -	
7 Trails		$ -	
8 Soft Costs		$ 2,379,661	
9 District Formation		$ 668,082	
10 Contingency 10%		$ 1,551,436	
	Total	$ 17,065,795	
	Cost per Lot	$ 38,786	

Private Costs	Lot Count	TOTAL 440	Notes
1 Grading & Site Preparation		$ 1,122,000	MC & Poly
2 Retaining Walls		$ 862,840	
3 Dry Utilities		$ 1,422,500	
4 Amenity Center		$ 2,000,000	
5 Screening, Landscaping, & Irrigation		$ -	
6 Entry Monuments		$ -	
7 Soft Costs		$ 422,400	
8 Contingency 10%		$ 582,974	
	Total	$ 6,412,714	
	Cost per Lot	$ 14,574	

Major Improvements Costs	Lot Count	TOTAL 440	Notes
1 Grading Improvements		$ 501,838	LOMR
2 Water System		$ 880,870	
3 Sanitary Sewer System		$ 657,688	
4 Street Improvements		$ 2,884,742	
5 Turn Lane Improvements		$ 350,000	
6 Screening, Landscaping, & Irrigation		$ 1,005,590	
7 Common Area Amenities		$ 59,000	
8 District Formation		$ 332,867	
9 Soft Costs		$ 1,718,101	
10 Contingency 10%		$ 839,069	
	Total	$ 9,229,764	
	Cost per Lot	$ 20,977	
TOTALS		***$ 32,708,273***	
per lot		***$ 74,337***	

40' Lots	0
50' Lots	440
60' Lots	0
Total Lots	***440***

** See next sheet for notes

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION OI BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITY TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MAI

EXHIBIT C
Concept Plan

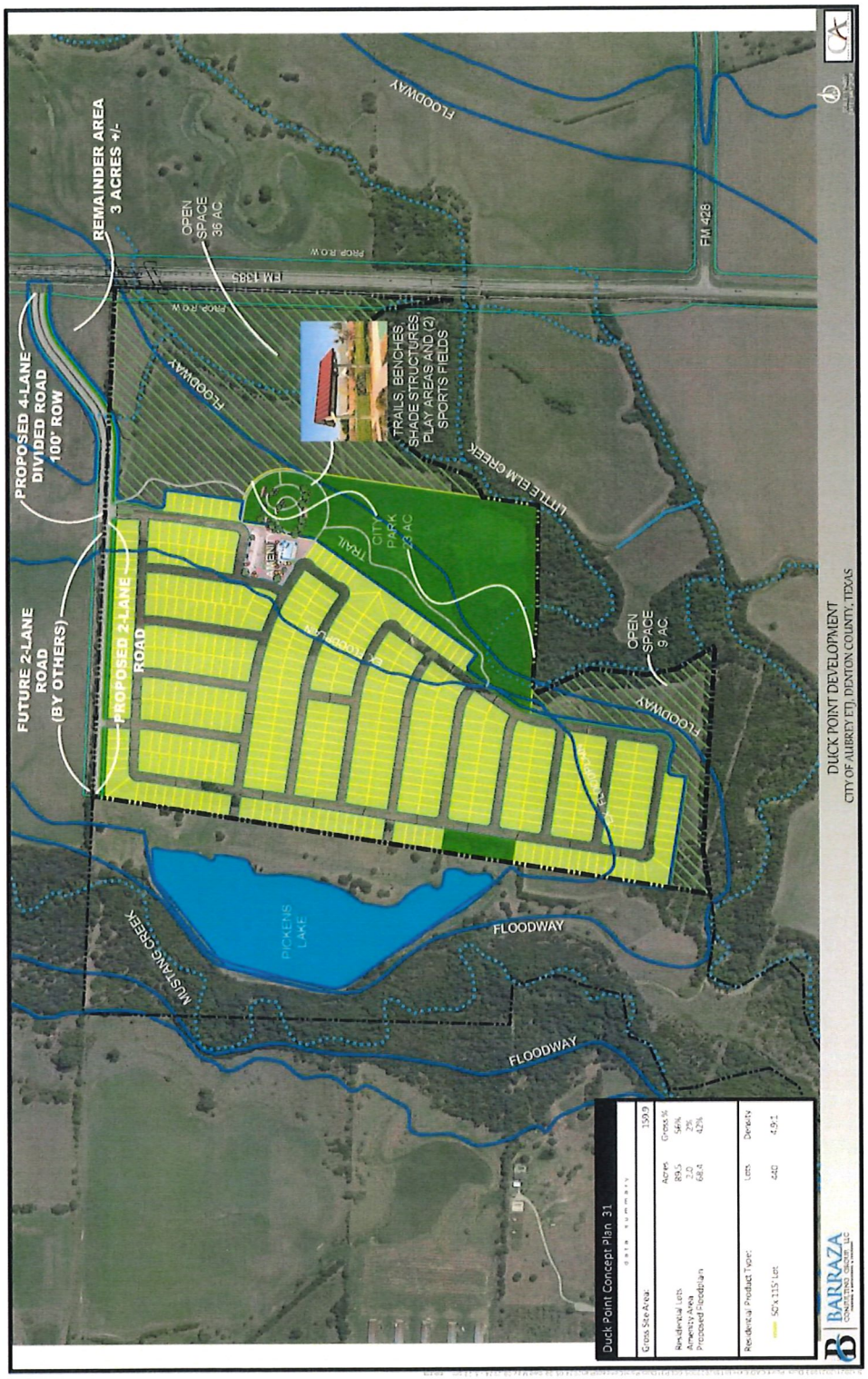


EXHIBIT C-1
Water and Wastewater Improvements

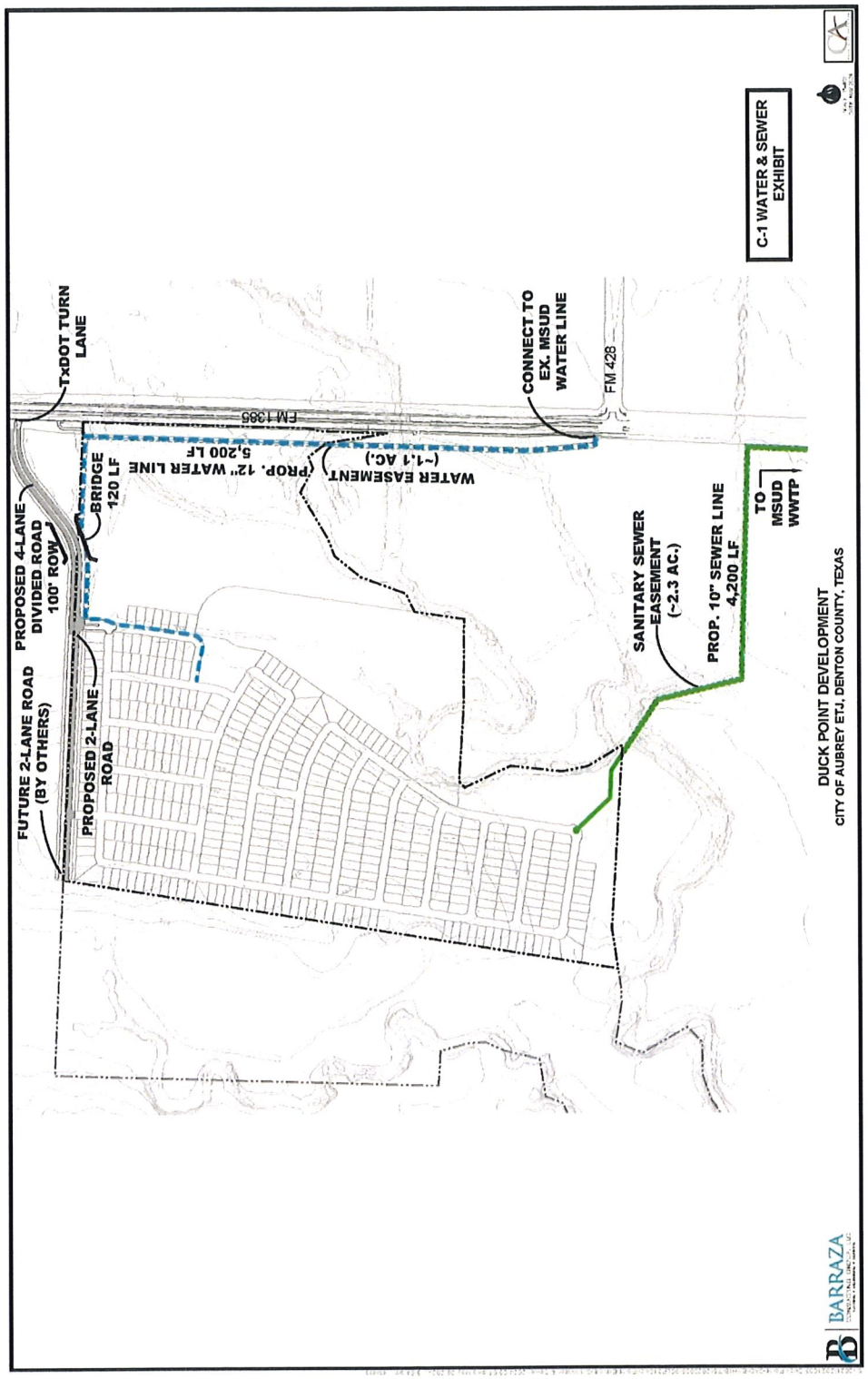


EXHIBIT C-2
Roadway Improvements

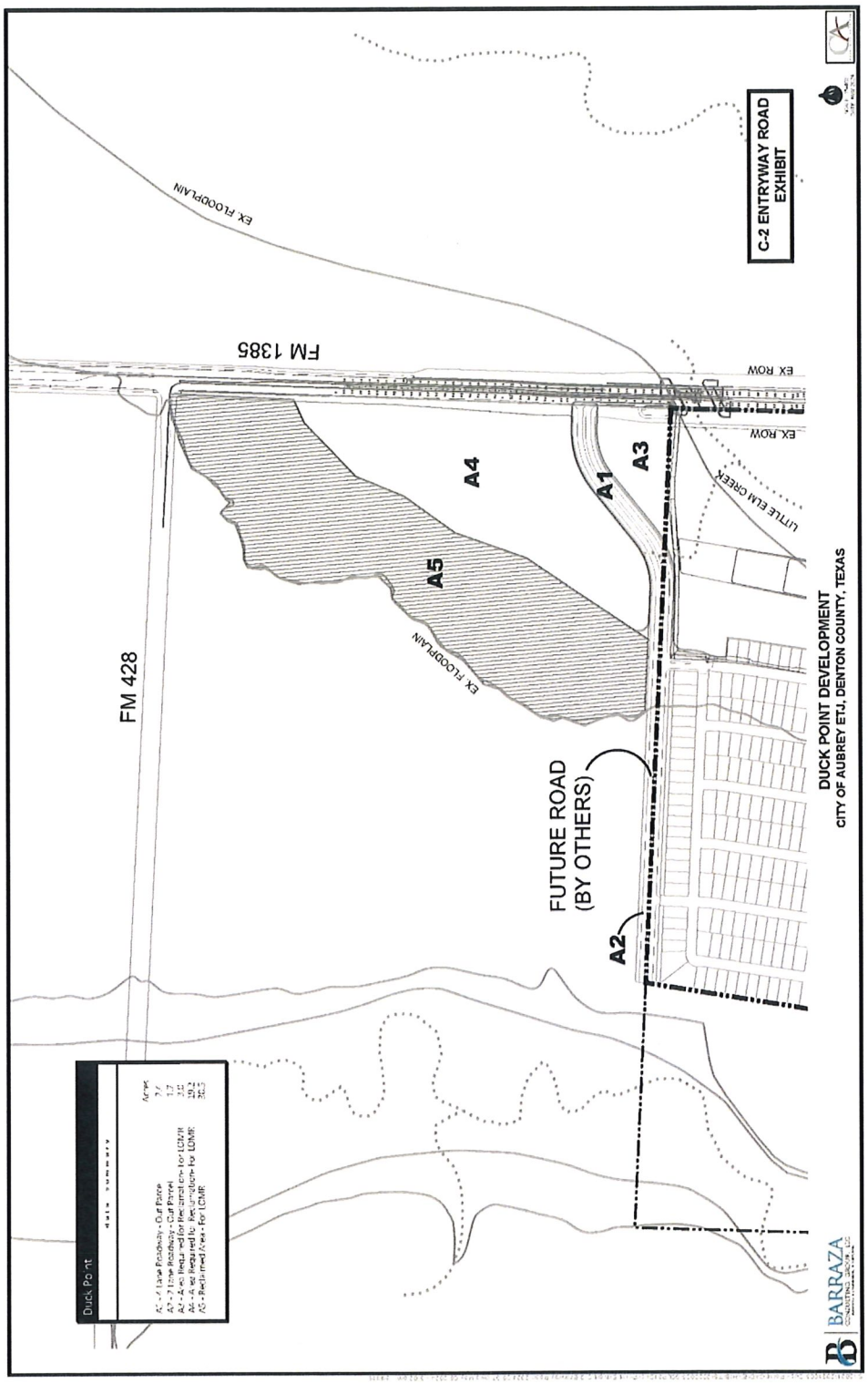


EXHIBIT C-3
Open Space Plan

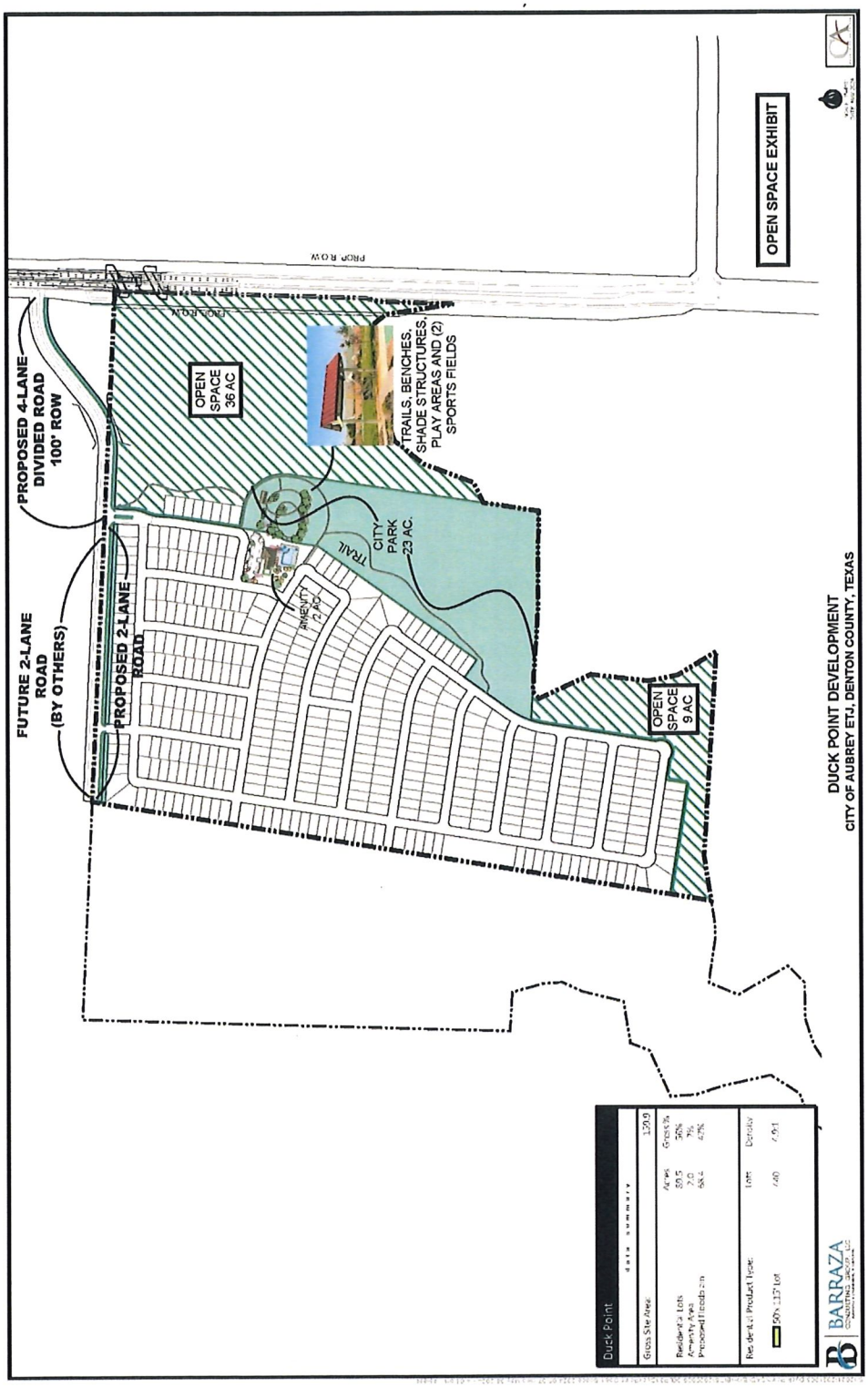


EXHIBIT C-4
Screening Plan

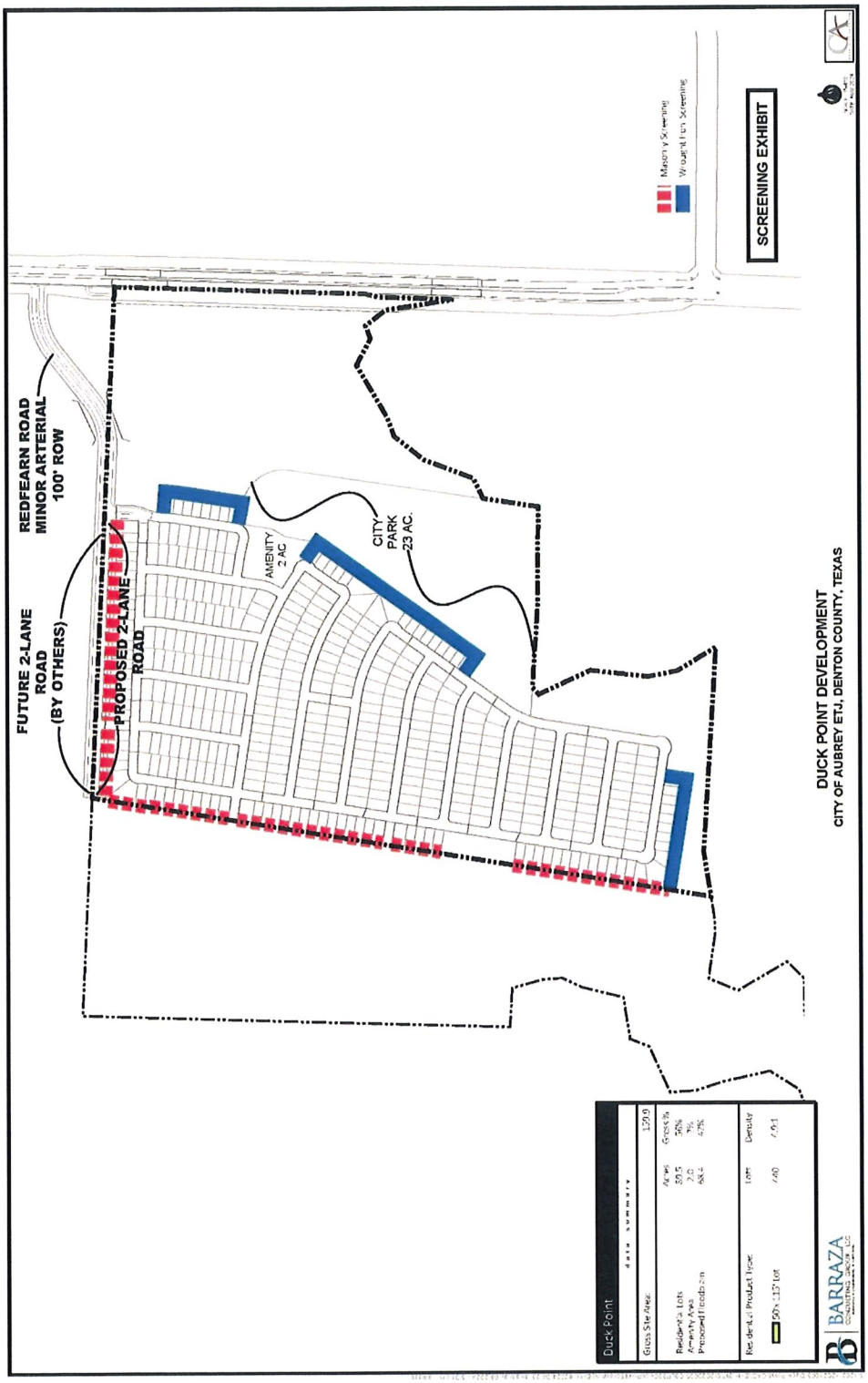


EXHIBIT D
Development Regulations

SECTION 1 BASE DISTRICT

(A) *Single-Family District:* The base zoning district for all single-family development so identified on the concept plan, shown as Exhibit C of the Duck Point Development Agreement (the "Concept Plan") shall be the SF75 Single-Family Residential 7,500 Square Feet District, as modified herein.

SECTION 2 SINGLE-FAMILY TYPE A

(A) *General purpose and description.* This district provides a slightly higher density single-family housing district in the city. Development in the Single-Family Type A district is limited primarily to single-family dwellings and certain community and recreational facilities to serve residents of the district.

(B) *Permitted Uses.* Lot Type Single-Family Type A shall comply with those uses listed for the SF75 district in the Aubrey Code of Ordinances Chapter 14, Zoning, Exhibit 14A, Zoning Ordinance, Section 12, SF75 – SINGLE-FAMILY RESIDENTIAL 7,500 SQUARE FEET.

i. In addition to those uses listed above, the following uses are permitted by right:
   1. Model homes (inclusive of early permits)
   2. Temporary sales offices
   3. Temporary construction offices
   4. Temporary asphalt batch plants
   5. Temporary concrete batch plants
   6. Temporary construction yards
   7. Temporary Concrete washouts (only when properly constructed and maintained)

(C) *Area, yard, height, and lot coverage requirements*

	Single Family Type A
Maximum height (feet)	45
Side yard width (feet)	5
Rear yard (feet)	15
Front yard (feet)	20
Lot area (square feet)	5,500

Minimum lot width (feet)*	50
Minimum lot depth (feet)	110
Minimum structure size (square feet)	1,200
Maximum lot coverage (%)	53%
Maximum number of residential lots	450 lots

***Minimum lot width to be measured along the building line**

SECTION 3 MASONRY REQUIREMENTS

(A) *Exterior Wall Masonry.* All exterior walls, excluding doors, windows, and window units, shall be compromised of at least forty percent (40%) masonry product. Masonry products shall include stone, brick, cultured stone, and cementitious materials such as Hardy Plank, and stucco. Hardy Plank material shall be limited to fifty percent (50%) of any exterior wall. Siding can be used in limited quantities for upper gable areas that would create a "brick-on-wood" condition; this provision is not intended to reduce the essential 100% masonry requirement for the front wall areas and for homes located where facing, siding, or backing to collectors, major road, open spaces, and amenity centers.

SECTION 4 SUPPLEMENTARY DISTRICT REGULATIONS

(A) *Park land and open space.* This development shall conform to the City of Aubrey Code of Ordinances, Chapter 10, Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4, PUBLIC SITES AND OPEN SPACES, Section 5, Park Land and Public Facility Dedication, and provide a minimum of twenty-three (23) acres (of which the City Park is included in that minimum amount) to be used as open space, which may include, but is not limited to, passive uses including floodplain and floodway, to meet all open space requirements

i. The park lands and open space shall be planned in a manner to be an amenity to the development by maintaining the existing natural features as much as possible, including existing trees and waterways. The general location and size shall conform to the Concept Plan.
ii. Private park lands and open space shall be maintained by a private association.
iii. A public improvement district may fund the cost of maintenance of private park lands and open space.

(B) *City Park.* Developer agrees to construct, upon the City Park property, a parking lot providing sufficient area to accommodate fifteen (15) standard parking spots meeting all

requirements of City Regulations, an eight foot (8') walking trail with benches, a shade structure, and two (2) sports fields.

(C) *Park Development Fee/Fund.* A park development fee will be assessed at a rate of $2,500.00 per dwelling unit for single-family residences. All funds collected in accordance with this section will be deposited in the City of Aubrey's Park Development Trust Fund and used solely for the purchase or leasing of park land and the development and maintenance of same. All budget appropriations from the said Fund will be reviewed and approved by the City Council as part of the annual budget approval process.

(D) *Floodplain dedication.* Developer will dedicate to the City, subject to City's approval and at no cost to the City, within twenty-four (24) months following the recording of a final plat of the Property, any floodplain and floodway as depicted on such final plat for which Developer has not initiated reclamation efforts. For the avoidance of doubt, Developer shall not be required to dedicate any floodplain or floodway that Developer has initiated reclamation efforts, provided, in the event such reclamation efforts are unsuccessful, Developer will, within a reasonable time following Developer's determination that such reclamation efforts are impossible or impractical, subject to City's approval, dedicate such floodplain or floodway.

(E) *Tree mitigation.* A tree preservation plan shall not be required for this development.

(F) *Land disturbance.* An early clearing and grading permit is required by the City and can be applied for once grading plans have been submitted and approved by the City Engineer.

(G) *Property Owners or Homeowners Associations.* Establishment of HOA shall conform to Chapter 10 Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4 PUBLIC SITES AND OPEN SPACES, Section 4, Property Owners or Homeowners Associations of the City of Aubrey Code of Ordinances.

(H) *Accessory Buildings.* No accessory building/structure shall be erected or placed within five (5) feet from any side or rear lot line. No carports shall be permitted.

(I) *Garages.* Shall be a minimum of 400 square feet and may contain metal/carriage style doors.

(J) *Screening.* For single-family homes adjacent to the Redfearn Road (100 foot right-of-way, Minor Arterial) thoroughfare, the developer shall provide (at his/her expense) a minimum six (6) foot tall masonry screening wall in a ten (10) foot HOA landscape lot. A five (5) foot wall maintenance easement shall be provided along the residential lots common property boundary with the masonry screening wall. A minimum six (6) foot masonry screening wall, with a five (5) foot wall maintenance easement on the residential lots, shall be provided by the developer along the western property boundary through the southernmost residential lot. A minimum six-foot tall wrought iron fence shall be provided

for home backing to open space. Specific locations and types shall adhere to the Screening Exhibit. All other fences shall be wood, builder fences.

SECTION 5 TECHNICAL CONSTRUCTION STANDARDS AND SPECIFICATIONS

(A) *Streets.* The construction, arrangement, character, extent, width, grade and location of all streets shall conform to the City of Aubrey Code of Ordinances Chapter 10, Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 3, SUBDIVISION DESIGN STANDARDS, Section 1, Streets and Aubrey's Technical Construction Standards and Specification (TCSS) Manual as amended, except as otherwise provided for in this document.

(B) *Approach Streets and Access.* All Subdivisions must have at least two points of vehicular access, and must be connected via improved Streets (Streets that meet the City Standards) to the City's improved Thoroughfare and Street system by one or more Approach Streets of such dimensions and improved to such standards as required herein. All residential Subdivisions shall provide no less than one entrance for each 100 lots including stubs for future development and in no case shall have more than 200 lots for each connection to an existing Street.

(C) Maximum and Minimum Length of Block or Street Segments. The maximum length of any block or Street segment, including a looped Street, shall be 1,000 feet and the minimum length of any block or Street segment shall be 400 feet, as measured along the Street centerline and between the point(s) of intersection with other through Streets. A Cul-De-Sac or Dead-End Street shall not be considered a through street. The Block Length is not measured along the side of a block that does not include the front of any Lot.

(D) *Street Lights.* Street light locations and installations shall be coordinated by the Subdivider with the power company and the City. Street lighting shall conform to the latest edition of the Illuminating Engineering Society Handbook. Street lights shall be as manufactured by Kim Standards or a comparable street light approved by the Director of Public Works. Street lights shall be installed a maximum distance of 600 feet apart, at intersections, and at the ends of Cul-de-sacs. The Subdivider shall pay for the electricity used by the Street lights until building permits are issued for 80% of the lots, after which time the City shall pay for the cost of electricity used.

(E) *Street Names and Signs.* Shall conform to the City of Aubrey Code of Ordinances, Chapter 10 Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 5, IMPROVEMENTS REQUIRED PRIOR TO ACCEPTANCE OF SUBDIVISION, Section 4, Street Names and Signs and Aubrey's Technical Construction Standards and Specification (TCSS) Manual as amended, except as otherwise provided in this document.

(F) *Storm Drainage.* Stormwater collection and conveyance systems shall conform to the City of Aubrey Code of Ordinances Chapter 10, Subdivision Regulation, Exhibit 10A

Subdivision Ordinance, Article 3, SUBDIVISION DESIGN STANDARDS, Section 11, Storm Water Collection and Conveyance Systems and Aubrey's Technical Construction Standards and Specification (TCSS) Manual as amended, except as otherwise provided in this document.

(G) *Detention.* Stormwater detention shall conform to the City of Aubrey's Technical Construction Standards and Specification (TCSS) Manual as adopted at time of recordation of this document and the City of Aubrey Code of Ordinances, Chapter 10, Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 3, SUBDIVISION DESIGN STANDARDS, Section 11, Storm Water Collection and Conveyance Systems.

(H) *Solid Waste.* The City shall provide solid waste management services to the Property.

(I) *Retaining Wall Requirements,* Construction Regulations, and Design Criteria. Use of retaining walls shall be minimized in the development. All retaining walls shall conform to the City of Aubrey Code of Ordinances, Chapter 10 Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 5, IMPROVEMENTS REQUIRED PRIOR TO ACCEPTANCE OF SUBDIVISION, Section 6, Retaining Wall Requirements, Construction Regulations, and Design Criteria.

EXHIBIT E

HOME BUYER DISCLOSURE PROGRAM

The PID Administrator for the Duck Point Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.

2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.

3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.

4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.

5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.

6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.

7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

9. The City will include announcements of the PID on the City's web site.

The Developer and the PID Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT F

LANDOWNER AGREEMENT

CONSENT AND AGREEMENT OF LANDOWNER

[TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PHASE]

This Consent and Agreement of Landowner is issued by MM Aubrey 160, LLC, a Texas limited liability company as the landowner (the "Landowner") who holds record title to all property located within the Duck Point Public Improvement District (the "PID") created by the City of Aubrey pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within the PID, dated _____, 2024, including the Service and Assessment Plan and Assessment Rolls attached thereto (the "Assessment Ordinance").

Landowner(s) hereby declare and confirm that they collectively hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on **Exhibit A,** attached hereto and incorporated herein. Landowner(s) hereby consent to the Covenants, Conditions and Restrictions set forth in **Exhibit B** attached hereto and incorporated herein. Further, Landowner(s) hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.

2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.

3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.

4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;

5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).

6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.

7. Each Assessment is final, conclusive and binding upon such Landowner, regardless of whether such Landowner may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.

9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.

10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.

11. As of the date hereof, all notices required to be provided to Landowner under the PID Act have been received and to the extent of any defect in such notice, Landowner hereby waives any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.

12. That the resolution creating the PID, the Ordinance levying the Assessments the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Denton County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property. Provided, Landowner, by acknowledging such items will be recorded and become a lien and encumbrance, is not committing to be responsible for the recording of such items or the delivery of such items to the City.

13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.

14. There are no Parcels owned by the Landowner within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.

15. Each Parcel owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of the date of this Consent and Agreement of Landowner.

IN WITNESS WHEREOF, the undersigned has caused this Consent of Landowner to be executed as of _____, 2024.

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 Moayedi
Its: Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2024 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Aubrey, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

EXHIBIT A TO LANDOWNER AGREEMENT

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

EXHIBIT B TO LANDOWNER AGREEMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").

B. The City Council of the City of Aubrey, Texas (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Duck Point Public Improvement District (the "District") by the then record owners taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Denton County) in the area requested to be included in the District and the record owners of taxable real property that constitute more than fifty percent (50 %) of all of the area of all taxable real property that are liable for assessment within the area requested to be included in the District, created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (the "Assessments") on property in the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;

(d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Denton County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice as required by Section 5.014 of the Texas Property Code, as amended.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER:

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 Moayedi
Its: Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2024 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Aubrey, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

EXHIBIT G

CERTIFICATION FOR PAYMENT FORM

PAYMENT CERTIFICATE NO. _____ ("PAYMENT CERTIFICATE")

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the "City of Aubrey, Texas, Special Assessment Revenue Bonds, Series 2024 (Duck Point Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meaning ascribed to them in the Indenture. MM Aubrey 160, LLC, a Texas limited liability company (the "Developer") requests payment to the Developer (or to the person designated by the Developer) from the Authorized Improvement Account of the Project Fund from _____, N.A., (the "Trustee"), in the amount of _____ ($_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Duck Point Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Payment Certificate on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. The itemized payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Development Agreement; and (ii) are consistent with and within the cost identified for such Authorized Improvements as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the Duck Point Public Improvement District and has no outstanding delinquencies for such Assessments.

6. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

7. The work with respect to the Authorized Improvement(s) referenced below (or its completed segment) has been completed and the City has inspected such Authorized Improvement(s) or completed segment.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Authorized Improvement	Total Cost Authorized Improvement	Budgeted Cost of Authorized Improvement	Amount requested be paid from the Authorized Improvement Account

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "all bills paid" affidavits or "conditional all bills paid" affidavits, as applicable, and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with City approved plans and all applicable governmental laws, rules, City Regulations as defined in the Development Agreement.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.
b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

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 Moayedi
Its: Manager

Date:_____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Authorized Improvement Account of the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Authorized Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Authorized Improvement Account
$_____	$_____

CITY OF AUBREY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT H

CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____ , (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund] [the Improvement Account of the Project Fund] from_____, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Duck Point Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Authorized Improvement Costs incurred by Developer with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Bond Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

By: _____

Date:_____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

CITY OF AUBREY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Case Report – Public Hearing - Annexation of ± 1.33 acres of land (ROW) Pickens
City Council – July 25, 2024

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Conduct a public hearing for proposed annexation on a portion of Denton CAD ID 52165, being approximately 1.33 acres of land out of the F. H. Pollard Survey, Abstract No. 995, Denton County, Texas.

Item:	Conduct a 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 Denton CAD ID 986865, being an approximate 1.33 acre tract of land situated in the F.H. Pollard Survey, Abstract No. 995, generally located west of FM 1385, south of FM 428, and east of Coffey Road. (Pickens ROW)
Summary:	The City Council shall hold a public hearing to consider testimony on the proposed annexation of the ±1.3359.941 acres of land as required by Texas Local Government Code.
Recommended Action:	Conduct the required public hearing.

Case Report - Annexation of ±1.33 acres of land (ROW)Pickens City Council – July 25, 2024

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Annexation application into City of Aubrey corporate limits for Denton County CAD Property ID 986865, ±1.33 acres of land in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas

---

Item:	Consideration and action on an Ordinance annexing a portion of Denton CAD ID 986865, being an approximate 1.33 acre tract of land situated in the F.H. Pollard Survey, Abstract No. 995, generally located west of FM 1385, south of FM 428, and east of Coffey Road, and any associated right-of-way; adopting a municipal services agreement; and providing an effective date. (Pickens ROW)
Summary:	The applicant, Dosti Partners, LLC, has made application to annex the subject property into the corporate limits of the City of Aubrey.
Recommended Action:	The annexation ordinance is recommended for approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN APPROXIMATELY 1.33 ACRES OF LAND, GENERALLY LOCATED WEST OF FM 1385, SOUTH OF FM 428 AND EAST OF COFFEY ROAD OUT OF THE F.H. POLLARD SURVEY, ABSTRACT NO. 995, TRACT 34A, DENTON COUNTY, TEXAS, AS DESCRIBED AND SHOWN IN MORE DETAIL IN THE ATTACHED EXHIBIT "A", INTO THE EXTRATERRITORIAL AND CORPORATE LIMITS OF THE CITY OF AUBREY, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; ADOPTING A MUNICIPAL SERVICES AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas (the "City") is a home rule municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Aubrey City Charter; and

WHEREAS, the City of Aubrey, Texas, ("City"), is authorized, pursuant to Chapter 43 of the Texas Local Government Code, to annex property and extend the corporate limits of the City, subject to state law; and

WHEREAS, the City received a C-3 voluntary annexation petition (the "Petition"), as shown in **Exhibit "A"** and incorporated as if set forth fully herein, from Dosti Partners LLC, the property owner (the "Owner") of the certain tract of land being approximately 1.33 acres of land, further described and depicted in Exhibit "A", (the "Property"), requesting to be annexed into the extraterritorial jurisdiction and corporate limits of the City; and

WHEREAS, the City now desires to grant said Petition and annex the Property; and

WHEREAS, on June 29, 2024, the City Council of the City ("City Council") passed Resolution No. 969-24, which granted the petition requesting to be annexed into the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written services agreement for the area to be annexed was negotiated and executed prior to the annexation date and incorporated herein; and

WHEREAS, the City Council has investigated into, has determined, and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council finds and determines that annexation of the property hereinafter described as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

SECTION 1. Findings. 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. Annexation. The Property is hereby annexed into the City, and the boundary limits of the City are hereby extended to include the Property within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 3. Written Services Agreement. A Written Services Agreement has been negotiated and prepared in accordance with Section 43.0672 of the Texas Local Government Code, and as shown in **Exhibit "B"**, attached and incorporated as if set forth fully herein, and adopted as part of this Ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Aubrey. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Mayor Authorization. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance,

including any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 6. Severability Clause. It is hereby declared by the City Council of the City of Aubrey that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 7. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of Aubrey except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 9. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Denton County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Aubrey, Texas.

PASSED AND APPROVED this 25th day of July 2024.

_____
CHRIS RICH
MAYOR

ATTEST:

_____
JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

_____
PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit A
Annexation Petition

Voluntary Annexation Petition (C-3)

TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Dosti Partners 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 1.33 acres of land, described as follows:

Being a portion of Denton CAD ID 986865, generally located west of FM 1385, south of FM 428 and east of Coffey Road; and being an approximate 1.33 acre tract of land situated in the F.H. Pollard Survey, Abstract Number 995, Tract 34A, Denton County, Texas, and being part of that same tract of land described by deed to Dosti Partners LLC, recorded under County Clerk's File Number 2021-180838, Real Property Records, 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:
DOSTI PARTNERS LLC
a Texas limited liability company

By: _____
Name: Bhadresh N. Trivedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of JUNE, 2024 by Bhadresh N. Trivedi, Manager of Dosti Partners LLC, a Texas limited liability company on behalf of said company.

CHARLES M. KREIDLER
Notary Public, State of Texas
Comm. Expires 10-11-2026
Notary ID 124335772

_____
Notary Public, State of Texas

EXHIBIT A
Property Legal Description and Depiction/Map

Dosti Partners, LLC Annexation of 1.333 acres *Denton County*
6/26/2024

METES AND BOUNDS DESCRIPTION FOR
ANNEXATION OF 1.334 ACRES SITUATED IN THE
FREDERICK POLLARD SURVEY, ABSTRACT NO. 995, DENTON COUNTY, TEXAS
INTO AUBREY, TEXAS

Being a 1.333 acre tract of land for annexation into the City Limits of Aubrey, Texas, said 1.333 acre tract being in the Frederick Pollard Survey, Abstract No. 995, Denton County, Texas, and being a portion of a called 80.6122 acre tract of land conveyed to Dosti Partners LLC by Instrument Number 2021-180838 of the Deed Records of Denton County, Texas, (D.R.D.C.T), said 1.333 acre tract of land for annexation being further described as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said 1/2 inch iron rod found being on the northwest corner of said 80.6122 acre Dosti Partners tract, said ½ inch iron rod found also being on the northeast corner of a called 183.00 acre tract of land conveyed to 9882 Coffey Road LLC, by Instrument Number 2008-38977, D.R.D.C.T, said 1/2 inch iron rod found also being on the south line of a called 394.474 acre tract of land conveyed to A1719 LLC (Tract 2) by Instrument Number 2020-28892, D.R.D.C.T;

THENCE, S 87°33'58" E, along the common north line of said 80.612 acre Dosti Partners tract and the south line of said 394.474 acre A1719 LLC tract, a distance of 1,166.01 feet to a 1/2 inch iron rod found with cap "Bohler" for corner, on the northeast corner of said 80.6122 acre, Dosti tract, said 1/2 iron rod found also being on the northwest corner of a called 159.941 acre tract of land conveyed to MM Aubrey 160 LLC by deed recorded in Instrument Number 2021-180618, D.R.D.C.T;

THENCE, S 11°05'41" W, departing the south line of the said 394.474 acre A1719 LLC tract, and being along the common east line of said 80.612 acre Dosti tract and the west line of said 159.941 acre MM Aubrey 160 LLC tract, a distance of 50.58 feet to a point for corner;

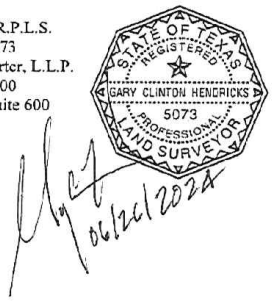
THENCE, N 87°33'58" W, departing the common east line of said 80.612 acre Dosti Partners tract, and the west line of said 159.94 acre MM Aubrey 160 LLC tract, and being across said 80.612 acre Dosti tract, a distance of 1,156.87 feet to a point for corner on the common east line of said 183.00 acre Coffey Road LLC tract and the west line of said 80.612 acre Dosti Partners tract;

THENCE, N 01°00'05" E, along the common west line of said 80.612 acre Dosti Partners tract, and the east line of said 183.00 acre 9882 Coffey Road tract, a distance of 50.02 feet to THE POINT OF BEGINNING, said annexation tract containing 1.333 acres (58,072 square feet) of land, more or less;

NOTES:

1. This document was prepared under 22 TAC § 663.21 and does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Basis of Bearings and Distance: Legal description for called 80.612 acre tract conveyed to Dosti Partners by Instrument Number 2021-180838 of the Deed Records of Denton County.
3. A metes and bounds description of even date herewith accompanies this exhibit.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
Phone: 214-361-7900



H:\Projects\Aubrey\40009-00-Annexations\2024 Annexation\New Folder\Description\Dosti Partners Annexation Description Final.Doc

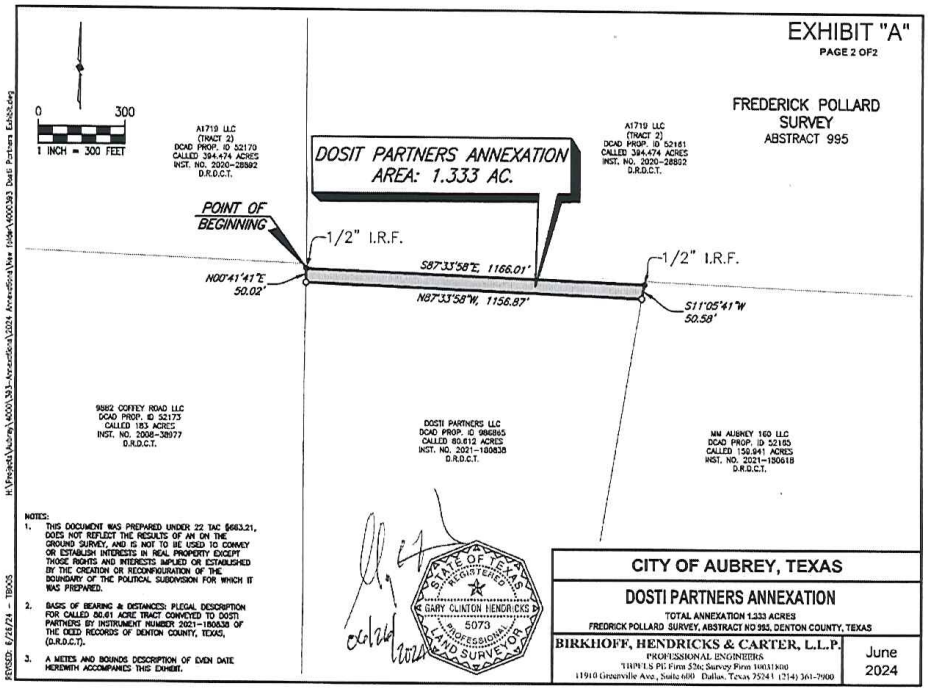


EXHIBIT "A"
PAGE 2 OF2
FREDERICK POLLARD SURVEY
ABSTRACT 995
0 300
1 INCH = 300 FEET
A1719 LLC (TRACT 2) DCAD PROP. ID 52170 CALLED 394.474 ACRES INST. NO. 2020-28892 D.R.D.C.T.
A1719 LLC (TRACT 2) DCAD PROP. ID 52161 CALLED 394.474 ACRES INST. NO. 2020-28892 D.R.D.C.T.
DOSIT PARTNERS ANNEXATION AREA: 1.333 AC.
POINT OF BEGINNING
1/2" I.R.F.
1/2" I.R.F.
S87°33'58"E, 1166.01'
N00°41'41"E 50.02'
N87°33'58"W, 1156.87'
S11°05'41"W 50.58'
9882 COFFEY ROAD LLC DCAD PROP. ID 52173 CALLED 183 ACRES INST. NO. 2008-38977 D.R.D.C.T.
DOSTI PARTNERS LLC DCAD PROP. ID 986865 CALLED 80.612 ACRES INST. NO. 2021-180838 D.R.D.C.T.
MM AUBREY 160 LLC DCAD PROP. ID 52165 CALLED 159.941 ACRES INST. NO. 2021-180618 D.R.D.C.T.
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. BASIS OF BEARING & DISTANCES: PLEGAL DESCRIPTION FOR CALLED 80.61 ACRE TRACT CONVEYED TO DOSTI PARTNERS BY INSTRUMENT NUMBER 2021-180838 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, (D.R.D.C.T).
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
STATE OF TEXAS REGISTERED GARY CLINTON HENDRICKS 5073 PROFESSIONAL LAND SURVEYOR
06/26/2024
CITY OF AUBREY, TEXAS
DOSTI PARTNERS ANNEXATION
TOTAL ANNEXATION 1.333 ACRES
FREDRICK POLLARD SURVEY, ABSTRACT NO 995, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75241 (214) 361-7900
June 2024

Exhibit B
Written Services Agreement

SERVICE PLAN AGREEMENT
PICKENS LAKE ROW PROPERTY
CITY OF AUBREY, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF DENTON §

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Aubrey, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Owner owns a parcel of real property (the "Property") in Denton County, Texas, generally located west of FM 1385, south of FM 428 and east of Coffey Road, and being an approximate 1.33 acre tract of land situated in the F.H. Pollard Survey, Abstract Number 995, Tract 34A, Denton County, Texas and being more particularly described and depicted in **Exhibit "A"** attached hereto and incorporated herein; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in **Exhibit "B"** attached hereto; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Denton County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. The City acknowledges and agrees that it shall provide the municipal services listed in **Exhibit "B"** to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement,** arising in any way from the City's reliance on this Agreement.

Section 3. The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

Section 5. The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at the following internet address and that the Regulations shall apply to all development of the Property: https://ecode360.com/AU6231.

Section 6. This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences, or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

Section 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to

the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand–delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:
City of Aubrey
Attn: Charles Kreidler, City Manager
107 South Main Street
Aubrey, Texas 76227

With Copy to:
Messer & Fort, PLLC
Attn: Patricia Adams, City Attorney
6371 Preston Road, Suite 200
Frisco, Texas 75034

To Owner:
Dosti Partners LLC
Smith & Douglas Inc.
12801 N. Central Expy, Suite 140
Dallas, Texas 75243-1703
Email: bhadresh_trivedi@yahoo.com

With Copy to:
Dennis Holmgren
Holmgren Johnson: Mitchell Madden LLP
12801 N. Central Expy, Ste 140
Dallas TX 75243
Email: dennis@hjmmlegal.com

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Denton County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is

disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

Section 11. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Denton County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4, and 10 herein.

Section 15. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without the written agreement of the Parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this 8th day of July **2024**.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF AUBREY, TEXAS

By: CMKreidler

Name: Charles Kreidler

Title: City Manager

Date: 7-8-2024

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on July 8, **2024, by** Charles Kreidler, City Manager **of the City of Aubrey, Texas on behalf of said City.**

Notary Public in and for the State of TEXAS

JENNIFER HICKS
Notary Public, State of Texas
Comm. Expires 07-05-2028
Notary ID 129043943

OWNER: DOSTI PARTNERS, LLC

BY: Bhadresh Trivedi

By: _____

Name: _____

Title: Manager

Date: 07/08/2024

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on July 8th**, 2024, by** Bhadresh Trivedi**, owner of said Property.**

Andrea Buerger
Notary Public in and for the State of TEXAS

Andrea Buerger
My Commission Expires
6/15/2028
Notary ID130702220

Exhibit "A" – Legal Description

Dosti Partners, LLC Annexation of 1.333 acres *Denton County*
6/26/2024

METES AND BOUNDS DESCRIPTION FOR
ANNEXATION OF 1.334 ACRES SITUATED IN THE
FREDERICK POLLARD SURVEY, ABSTRACT NO. 995, DENTON COUNTY, TEXAS
INTO AUBREY, TEXAS

Being a 1.333 acre tract of land for annexation into the City Limits of Aubrey, Texas, said 1.333 acre tract being in the Frederick Pollard Survey, Abstract No. 995, Denton County, Texas, and being a portion of a called 80.6122 acre tract of land conveyed to Dosti Partners LLC by Instrument Number 2021-180838 of the Deed Records of Denton County, Texas, (D.R.D.C.T), said 1.333 acre tract of land for annexation being further described as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said 1/2 inch iron rod found being on the northwest corner of said 80.6122 acre Dosti Partners tract, said ½ inch iron rod found also being on the northeast corner of a called 183.00 acre tract of land conveyed to 9882 Coffey Road LLC, by Instrument Number 2008-38977, D.R.D.C.T, said 1/2 inch iron rod found also being on the south line of a called 394.474 acre tract of land conveyed to A1719 LLC (Tract 2) by Instrument Number 2020-28892, D.R.D.C.T;

THENCE, S 87°33'58" E, along the common north line of said 80.612 acre Dosti Partners tract and the south line of said 394.474 acre A1719 LLC tract, a distance of 1,166.01 feet to a 1/2 inch iron rod found with cap "Bohler" for corner, on the northeast corner of said 80.6122 acre, Dosti tract, said 1/2 iron rod found also being on the northwest corner of a called 159.941 acre tract of land conveyed to MM Aubrey 160 LLC by deed recorded in Instrument Number 2021-180618, D.R.D.C.T;

THENCE, S 11°05'41" W, departing the south line of the said 394.474 acre A1719 LLC tract, and being along the common east line of said 80.612 acre Dosti tract and the west line of said 159.941 acre MM Aubrey 160 LLC tract, a distance of 50.58 feet to a point for corner;

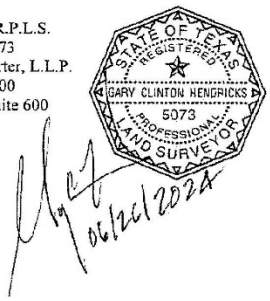
THENCE, N 87°33'58" W, departing the common east line of said 80.612 acre Dosti Partners tract, and the west line of said 159.94 acre MM Aubrey 160 LLC tract, and being across said 80.612 acre Dosti tract, a distance of 1,156.87 feet to a point for corner on the common east line of said 183.00 acre Coffey Road LLC tract and the west line of said 80.612 acre Dosti Partners tract;

THENCE, N 01°00'05" E, along the common west line of said 80.612 acre Dosti Partners tract, and the east line of said 183.00 acre 9882 Coffey Road tract, a distance of 50.02 feet to THE POINT OF BEGINNING, said annexation tract containing 1.333 acres (58,072 square feet) of land, more or less;

NOTES:

1. This document was prepared under 22 TAC § 663.21 and does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Basis of Bearings and Distance: Legal description for called 80.612 acre tract conveyed to Dosti Partners by Instrument Number 2021-180838 of the Deed Records of Denton County.
3. A metes and bounds description of even date herewith accompanies this exhibit.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
Phone: 214-361-7900



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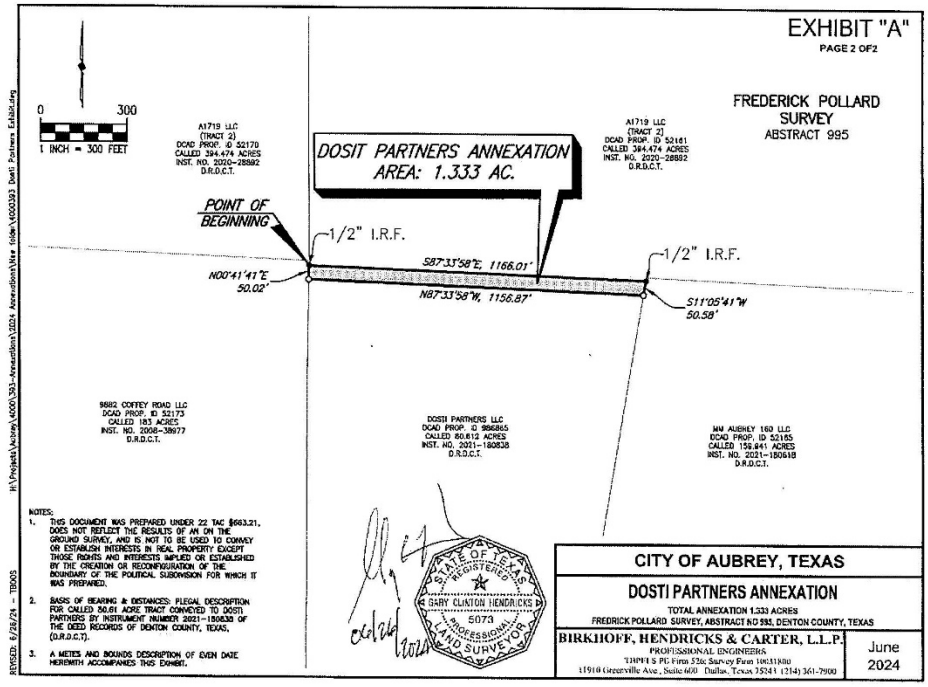
EXHIBIT "A"
PAGE 2 OF2
FREDERICK POLLARD SURVEY
ABSTRACT 995
0
300
1 INCH = 300 FEET
A1719 LLC (TRACT 2) DCAD PROP. ID 52170 CALLED 394.474 ACRES INST. NO. 2020-28892 D.R.D.C.T.
A1719 LLC (TRACT 2) DCAD PROP. ID 52161 CALLED 394.474 ACRES INST. NO. 2020-28892 D.R.D.C.T.
DOSIT PARTNERS ANNEXATION AREA: 1.333 AC.
POINT OF BEGINNING
1/2" I.R.F.
1/2" I.R.F.
S87°33'58"E, 1166.01'
N87°33'58"W, 1156.87'
N00°41'47"E 50.02'
S11°05'41"W 50.58'
9682 COFFEY ROAD LLC DCAD PROP. ID 52173 CALLED 183 ACRES INST. NO. 2006-38977 D.R.D.C.T.
DOSTI PARTNERS LLC DCAD PROP. ID 986865 CALLED 80.612 ACRES INST. NO. 2021-180838 D.R.D.C.T.
MM AUBREY 160 LLC DCAD PROP. ID 52155 CALLED 159.841 ACRES INST. NO. 2021-180618 D.R.D.C.T.
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. BASIS OF BEARING & DISTANCES: FLEGAL DESCRIPTION FOR CALLED 80.61 ACRE TRACT CONVEYED TO DOSTI PARTNERS BY INSTRUMENT NUMBER 2021-180838 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, (D.R.D.C.T).
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
STATE OF TEXAS REGISTERED GARY CLINTON HENDRICKS 5073 PROFESSIONAL LAND SURVEYOR
6/26/2024
CITY OF AUBREY, TEXAS
DOSTI PARTNERS ANNEXATION
TOTAL ANNEXATION 1.333 ACRES
FREDRICK POLLARD SURVEY, ABSTRACT NO 995, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPFE & PE Firm 526; Survey Firm 100318-00
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
June 2024
REVISED: 6/26/24 - TBG05
H:\Projects\Aubrey\40011393-Annexation\2024 Annexation\Doc Files\40011393 Dosti Partners Exhibit.dwg

Exhibit "B"
MUNICIPAL SERVICE PLAN FOR
PICKENS LAKE ROW PROPERTY

Upon annexation of the area identified above and as identified on Exhibit A, the City of Aubrey will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**
   The City of Aubrey, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Fire Protection and Emergency Medical Services**
   The City of Aubrey, Texas and its Fire Department will provide fire protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

   The City of Aubrey, Texas and its Fire Department will provide EMS services to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

3. **Maintenance of Water and Wastewater Facilities**
   All water and wastewater facilities owned or maintained by the City of Aubrey at the time of the proposed annexation shall continue to be maintained by the City of Aubrey. All water and wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be maintained by the City of Aubrey to the extent of its ownership. The now existing water and wastewater mains at existing locations shall be available for the point of use extension based upon the City of Aubrey standard extension policy now existing or as may be amended. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances.

4. **Solid Waste Collection**
   Solid waste collection is contracted through Republic Services and commercial accounts are arranged by each account individually with the City of Aubrey. Solid waste collection will be provided to citizens in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose fees and provide the service.

If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose fees and provide the service. Garbage collection locations shall be subject to the approval of the Director of Public Works. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

5. **Maintenance of Roads and Streets**
Any and all public roads, streets or alleyways shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under the ownership of the homeowner association and as such maintained by the association.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools**
The City of Aubrey, Texas is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

7. **Maintenance of any Publicly owned Facility, Building or Municipal Service**
The City of Aubrey, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

8. **Other Services**
The City of Aubrey, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2 ½ YEARS

1. **Police and Fire Protection and Solid Waste Collection**
The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other

areas already incorporated in the City of Aubrey, Texas with like topography, land use and population density as those found within the newly annexed areas.

2. **Water Facilities**
For the next 2 ½ years, the City of Aubrey, Texas finds and determines that there is sufficient capacity for water to provide services to the annexed areas pursuant to the City of Aubrey extension policies.

3. **Wastewater Facilities**
The City of Aubrey is constructing a sewer lift station and force main that will have sufficient capacity to provide wastewater services to the annexed areas by May 1, 2024.

4. **Roads and Streets**
The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

5. **Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service**
The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS
The City of Aubrey, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS
This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Aubrey.

LEVEL OF SERVICE
Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS
The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

City Council Meeting
Staff Report
July 25, 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 Jen Holdco 24 LLC, owners of approximately 47.3 acres of land, located at 4721 and 4799 FM 2931 out of the J. Bridges Survey, Abstract No 36, Denton County, Texas, setting a Public Hearing for the annexation; authorizing staff to negotiate and enter into a written services agreement with Owner. (Palomino Development)

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

Summary
This item is a resolution to set the date, time and place for a public hearing on the annexation of approximately 47.3 acres of land out of the J. Bridges Survey, Abstract No. 36, Tracts 4 and 4B. This property when developed will be a single family subdivision, none as Palomino. This annexation is consistent with the development agreement between the city and the developer.

The hearing date is set for September 26, 2024, at 6:00 pm at the Aubrey Council Chambers.

Financial Summary
NA

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, JEN HOLDCO 24 LLC, OF APPROXIMATELY 47.3 ACRES OF LAND OUT OF THE J. BRIDGES SURVEY, ABSTRACT NO. 36, TRACTS 4 AND 4B, DENTON COUNTY, TEXAS, BEING COMMONLY KNOWN AS 4721 AND 4799 FM 2931, AND BEING FURTHER 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 July 11, 2024, Jen Holdco 24 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 **September 26, 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 (20th) day but before the tenth (10th) 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 (20th) day but before the tenth (10th) 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 25th day of July 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:

The owner of the hereinafter described tract(s) or parcel(s) of land ("Property"), hereby voluntarily petition the City Council of the City of Aubrey, Texas, to annex the Property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Aubrey Texas, the Property, containing approximately 47.3 acres of land, described as follows:

Denton CAD IDs 77033 and 52575, located at 4721 and 4799 FM 2931; and being an approximate 47.3 acre tract of land situated in the J. Bridges Survey, Abstract No. 36, Tracts 4 and 4B, 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 is wholly within the extraterritorial jurisdiction of the City of Aubrey, 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:

Jen Holdco 24 LLC
a Delaware limited liability company

By Lennar Homes of Texas Land and Construction, Ltd.,
its Agent, under Limited Power of Attorney
dated effective 5/30/24

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: Jennifer Eller
Name: Jennifer Eller
Title: Attorney 2nd Agent

NOTARY ACKNOWLEDGEMENT

STATE OF Texas §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Eller, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this 11th day of July, 2024.

(SEAL)

LAURA LYNN SALGADO
Notary ID #125169119
My Commission Expires
January 18, 2025

NOTARY PUBLIC in and for the
STATE OF Texas

Laura Salgado
Printed Name
My commission expires: 1-18-2025

EXHIBIT A
Property Legal Description and Depiction/Map

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.

EXHIBIT B

Property Exhibit

Aubrey Texas

January 2024

Kimley»Horn

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
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 2931, beginning at the intersection of FM 2931 and Frontier Parkway, continuing north to the intersection of FM 2931 and Spring Hill Road, 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.

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

Summary
This resolution will set the date, time and place for the public hearings on the annexation of FM 2931 from the Palamino Development going north to the intersection of FM 428. This is a roadway annexation that will require two public hearings between the dates of 8/21 - 8/29. One hearing will be scheduled for the regular council meeting on 8/22.

Financial Summary

Staff Recommended Motion
Approve

Conditions
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, SETTING PUBLIC HEARINGS FOR THE ANNEXATION OF A TRACT OF LAND KNOWN AS THE PORTION OF FM 2931, BEGINNING AT THE INTERSECTION OF FM 2931 AND FRONTIER PARKWAY, CONTINUING NORTH TO THE INTERSECTION OF FM 2931 AND SPRING HILL ROAD, AND ANY ADDITIONAL ADJACENT RIGHT-OF-WAY, DENTON COUNTY, TEXAS; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICE OF SUCH PUBLIC HEARINGS PUBLISHED; DIRECTING THE PREPARATION OF A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Aubrey ("City Council") has found and determined that annexation of a tract of land known as the portion of FM 2931, beginning at the intersection of FM 2931 and Frontier Parkway, continuing north to the intersection of FM 2931 and Spring Hill Road, and any additional adjacent right-of-way that is adjacent to the City's limits is in the best interest of the City of Aubrey (the "City"); and

WHEREAS, the property to be annexed is within the right-of-way of a state highway owned by the State of Texas; and

WHEREAS, the City Council directs publication, mailing and distribution of notice(s) for public hearings, as required by Section 43.063 of the Local Government Code, to consider the annexation of the area of land described hereinbelow (the "Property"); and

WHEREAS, City staff is directed to draft a proposed Service Plan for the extension of municipal services for 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.

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. The City Council directs that the following described Property be considered for annexation into the City's corporate limits:

A tract of land known as the portion of FM 2931, beginning at the intersection of FM 2931 and Frontier Parkway, continuing north to the intersection of FM 2931 and Spring Hill Road, and any additional adjacent right-of-way, Denton County, Texas.

SECTION 3. The City Council shall hold two public hearings, in accordance with Chapter 43 of the Texas Local Government Code, giving all interested persons the right to appear and be heard on the proposed annexation by the City of the property described in Section 2.

SECTION 4. The City Secretary of the City is hereby authorized and directed to cause notice of such public hearings called by Section 3 to be mailed to any school district or public entity providing services to the Property and by certified mail to any railroad having right-of-way in the Property, in accordance with Chapter 43 of the Texas Local Government Code. In addition, such notice shall be posted on the City's website and published in a newspaper having general circulation in the City and in the Property in accordance with Chapter 43 of the Texas Local Government Code.

SECTION 5. City staff is directed to draft a proposed Service Plan for the extension of municipal services into the proposed area of annexation before the publication of notice of the first 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 the 25th day of July, 2024.

_____
Chris Rich, Mayor

ATTEST:

_____
Jenny Hicks, City Secretary

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Consideration and action on an Ordinance amending the Fiscal Year 2024 Budget.

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

Summary
This ordinance amends the current fiscal year 2024 budget to include key capital equipment and improvements. Capital equipment includes street department items (barricade trailer, chipper and roller) and a mower trailer for the parks department as well as two side-by-side ATV's for the fire department and a generator for the communications center at the community center. Other improvements include resurfacing of the bays in fire station #1, software for fleet management and Axon body camera system for the police department. This amendment also addresses upgraded audio/visual and change orders for the new council chamber.

Financial Summary
This budget amendment totals $683,000 as follows:

- $120,000 Street equipment
- $350,000 Admin projects including fleet software, Axon system, resurfacing of station #1 bay floor, ATVs for fire department and generator
- $13,000 Parks department mowing trailer
- $200,000 Council chamber AV system upgrades and construction change orders

---

Staff Recommended Motion
Approve

Conditions
N/A

CITY OF AUBREY, TEXAS

ORDINANCE NO. 854-24

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS AMENDING ORDINANCE NO. 801-23, ADOPTING THE 2023- 2024 FISCAL YEAR BUDGET TO BALANCE REVENUE SURPLUS, EXPENSE SURPLUS AND SHORTFALL; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR THE AMENDMENT OF THE 2023-2024 FISCAL YEAR BUDGET IN ACCORDANCE WITH EXHIBIT "A" HERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas, ("City"), is a home rule municipality created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council adopted Ordinance No. 801-23 adopting the 2023-2024 Fiscal Year Budget of the City of Aubrey, Texas (the "2023-2024 Budget") and the City has been making expenditures and operating under the 2023-2024 Budget as required by law; and

WHEREAS, City Staff has submitted an amendment to the 2023-2024 Budget set forth in Exhibit "A" "FY 2024 Budget Amendment", a copy of which is attached hereto and incorporated herein; and

WHEREAS, the City Council has reviewed the proposed FY 2024 Budget Amendment and has determined that the proposed amendment is necessary and appropriate in order to accurately reflect revenue surplus, expense surplus, shortfalls and expenditures and should therefore be adopted;

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

SECTION 1. That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the 2023-2024 Budget adopted by Ordinance No. 801-23 is hereby amended as set forth more specifically in **Exhibit "A"** hereto, and all line items, expenditures and revenues not expressly amended as set forth in Exhibit "A" shall remain in full force and effect without amendment.

SECTION 3. That this Ordinance shall become effective on and after its passage and adoption in accordance with state law and Charter.

PASSED AND ADOPTED this 25th day of July, 2024.

_____

CHRIS RICH
MAYOR

ATTEST:

_____

JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

_____

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit “A”
FY 2024 Budget Amendment

Exhibit A

City of Aubrey
Budget Amendment
Fiscal Year Ending September 30, 2024
As of July 25, 2024

Capital Improvement Fund

Account Number	Description	Current Budget	Change	Amended Budget
501-5501-09-5659	Chamber Improvement Project	$ 732,025	$ 200,000	$ 932,025
501-5501-09-5689	Street Projects	945,902	120,000	1,065,902
501-5501-09-5690	Admin Projects	86,349	350,000	436,349
501-5501-02-5641	Parks Projects	-	13,000	13,000
		$ 1,764,276	$ 683,000	$ 2,447,276

This item is a discussion and question/answer session with staff regarding the fiscal year 2024-2025 budget. Following are the General Fund and Enterprise Fund budgets:

General Fund Revenue

	Fiscal 2024		Fiscal 2025	YOY Change vs. Est	
Account Description	**Budget**	**Estimate**	**Proposed**	**Amount**	**%**
Property Taxes	2,380,000	2,380,000	2,750,000	370,000	15.5%
Sales Taxes	2,300,000	2,300,000	2,500,000	200,000	8.7%
Franchise Taxes	1,308,000	1,308,000	1,533,000	225,000	17.2%
Charges for Services	8,804,329	8,804,329	7,942,937	(861,392)	-9.8%
Permits	2,648,680	1,796,680	2,634,780	838,100	46.6%
Interest Income	400,000	400,000	400,000	-	0.0%
Other[1]	917,145	756,754	531,359	(225,395)	-29.8%
	18,758,154	17,745,763	18,292,076	546,313	3.1%

Note 1 - Fire department received a $250,000 donation in Fiscal 2024 not expected in Fiscal 2025.

General Fund Expense by Dept

	Fiscal 2024		Fiscal 2025	YOY Change vs. Est	
Department	**Budget**	**Estimate**	**Proposed**	**Amount**	**%**
Administration[1]	1,565,363	1,664,531	1,456,421	(208,110)	-12.5%
Police	4,120,917	3,948,407	4,845,070	896,663	22.7%
Fire	6,687,424	6,687,424	7,405,241	717,817	10.7%
Streets	508,682	508,682	494,864	(13,818)	-2.7%
Development Serv.	2,383,344	2,133,344	2,297,077	163,733	7.7%
Court	110,513	110,513	121,591	11,078	10.0%
Parks and Rec	426,236	427,236	531,066	103,830	24.3%
Library	468,314	468,314	485,679	17,365	3.7%
Fleet	-	-	-	-	NA
HR	-	-	239,838	239,838	NA
	16,270,793	15,948,451	17,876,847	1,928,396	12.1%
Surplus	**2,487,361**	**1,797,312**	**415,229**		

Fiscal 25 Note - Admin down due to transfers out (HR and PD)

Enterprise Fund Revenue

	Fiscal 2024		Fiscal 2025	YOY Change vs. Est	
Account Description	**Budget**	**Estimate**	**Proposed**	**Amount**	**%**
Water Billings	1,734,386	1,734,386	2,000,000	265,614	15.3%
Water Impact Fees	300,000	300,000	736,812	436,812	145.6%
Infrastructure Inspection Fees	250,000	250,000	250,000	-	0.0%
Interest Income	105,000	105,000	2,114,072	2,009,072	1913.4%
Sewer Billings	1,078,560	1,078,560	1,150,000	71,440	6.6%
Sewer Impact Fees	300,000	308,000	836,615	528,615	171.6%
Other	139,500	180,077	153,500	(26,577)	-14.8%
	3,907,446	3,956,023	7,240,999	3,284,976	83.0%

Enterprise Fund Expense by Category

	Fiscal 2024		Fiscal 2025	YOY Change vs. Est	
Department	**Budget**	**Estimate**	**Proposed**	**Amount**	**%**
Personnel[1]	747,472	747,522	852,738	105,216	14.1%
Materials & Supplies	287,900	292,900	292,900	-	0.0%
Repairs & Maintenance	534,500	534,500	546,500	12,000	2.2%
Utilities	261,700	261,700	261,700	-	0.0%
Contract Services	135,050	135,050	134,650	(400)	-0.3%
Fees & Other Services	134,054	134,295	131,934	(2,361)	-1.8%
Debt Service[2]	715,006	715,006	2,951,728	2,236,722	312.8%
Administration Fee	98,640	98,640	98,640	-	0.0%
Depreciation Expense	450,000	450,000	600,000	150,000	33.3%
Other	108,906	108,906	-	(108,906)	-100.0%
	3,473,228	3,478,519	5,870,790	2,392,271	68.8%

1. Personnel cost excludes proposed hire of Assistant PW Director $123,000

2. Debt service and Interest income amounts include preliminary estimate of CIP borrowing

Surplus	**434,218**	**477,504**	**1,370,209**		

Major Items:

- Impact fees - Keeneland and HPR
- CIP borrowing preliminary estimates
- Proposal for new hire - Assistant PW Director (excluded pending approval)
- Potential CIP increase from Republic

City Council Meeting
Staff Report
July 25, 2024

Agenda Item
Receive a report, and take action on awarding a bid to Pace Construction, LLC for Main Street Beautification Project F2024(957), Phase I, in an amount not to exceed $573,000, and authorizing the City Manager to execute the necessary contract documents.

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

Summary
The Main Street Beautification Project, Phase I was advertised in the newspaper on June 21, 2024, and June 28, 2024, and was available on Civcast. The project consists of parking, sidewalks, landscaping, irrigation and electrical improvements on Mulberry, Plum and, Main between Plum and Mulberry.

On July 15, 2024, two bids were received, but only one was considered responsive. Although Apple Pavement Services was low bid, they are not a pre-approved TxDOT contractor as required by the bid documents. Pace Construction LLC is the only responsive bidder for this project.

Company	Bid Amount
Apple Pavement Services	$546,140.00
Pace Construction LLC	$573,000.00

We contacted references provided in the bid process and did not receive any negative comments for Pace Construction LLC. We have received a recommendation letter from the engineer of record to accept the bid. Staff recommends awarding the bid to Pace Construction LLC for the Main Street Beautification Project and authorizing the City Manager to execute the necessary contract documents.

Financial Summary
This project is funded through ARPA funds and a TxDOT reimbursement grant.

Staff Recommended Motion
Approve

Conditions
N/A

Bid Number: 2024-07
Bid Title: Main Street Project F2024(957)
Category: 2024-07 Main Street Project F2024(957)
Status: Open

Publication Date/Time:
6/20/2024 12:00 AM
Closing Date/Time:
7/15/2024 2:00 PM
Related Documents:
Invitation and Instructions to Bidder Construction Plans Project Manual Specifications List

Return To Main Bid Postings Page

Government Websites by CivicPlus®

THE POST-SIGNAL.

AFFIDAVIT OF PUBLICATION

Pilot Point Post-Signal
PO Box 249
(940) 686-2169

State of Pennsylvania, County of Lancaster, ss:

Hayden Lipsky, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Pilot Point Post-Signal, attached notice was published 2 time(s) in the on the following date(s):

PUBLICATION DATES:
Jun. 21, 2024

Jun. 28, 2024

NOTICE ID: 26MB2998sYTD8PwxcQYt
NOTICE NAME: A 00 11 00 Advertisement for Bids_Main
Publication Fee: 225.88

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Hayden Lipsky
For the Pilot Point Post-Signal

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

VERIFICATION

State of Pennsylvania
County of Lancaster

Subscribed in my presence and sworn to before me on this: 07/02/2024

Nicole Burkholder
Notary Public
Notarized remotely online using communication technology via Proof.

CITY OF AUBREY
ADVERTISEMENT FOR BIDS

1 st Advertisement: June 21, 2024
2 nd Advertisement: June 28, 2024
Bidder Question Cutoff – July 3, 2024

The City of Aubrey is soliciting bid proposals for the construction of the following project:

CITY OF AUBREY MAIN STREET (FM 428) – PROJECT F2024(957)

Sealed proposals must be delivered to:

Physical and Mailing Address :
City of Aubrey
107 South Main Street
Aubrey, Texas 76227

Sealed proposals, including acknowledgment of all addendum's shall be received no later than **July 15, 2024, at 2:00 PM** . The proposals will be publicly opened and read aloud at this time and place. Bids received after this time will be returned unopened. Address proposals to **Jenny Hicks, City Secretary.**

The project entails the installation of landscape and scenic enhancements consisting of parallel parking, sidewalk, and associated landscape and irrigation improvements.

Contract Documents, including Plans and Specifications, may be examined without charge in the:

Engineer:
TNP, Inc.
3200 S Interstate 35E, Suite 1129
Denton TX 76210
Anthony Milbitz, P.E.

Owner:
City of Aubrey
107 S Main St
Aubrey TX 76227
Attn: Jenny Hicks, City Secretary

Further information regarding

	REMOVAL QUANTITIES				Engineer's OPCC		Pace Construction Services LLC		Apple Pavement Services LLC	
	ITEM NUMBER	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	01006006	PREP ROW (TREE) (LESS THAN 24" DIA)	EA	3	$3,389.62	$10,168.86	$625.00	$1,875.00	$1,750.00	$5,250.00
	01046015	REMOVING CONC (SIDEWALKS)	SY	28	$20.00	$560.00	$70.00	$1,960.00	$22.50	$630.00
	01046028	REMOVING CONC (MISC)	SY	3	$17.83	$53.49	$70.00	$210.00	$300.00	$900.00
	01056014	REMOVING STAB BASE & ASPH PAV (7"-12")	SY	457	$10.00	$4,570.00	$12.00	$5,484.00	$36.00	$16,452.00
	01106001	EXCAVATION (ROADWAY)	CY	150	$20.00	$3,000.00	$14.00	$2,100.00	$55.00	$8,250.00
	01326005	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	208	$72.93	$15,169.44	$40.00	$8,320.00	$75.00	$15,600.00
	01616017	COMPOST MANUF TOPSOIL (4")	SY	516	$5.20	$2,683.20	$16.00	$8,256.00	$40.00	$20,640.00
	01626002	BLOCK SODDING	SY	277	$5.00	$1,385.00	$17.00	$4,709.00	$20.00	$5,540.00
	01686001	VEGETATIVE WATERING	MG	77	$20.00	$1,540.00	$150.00	$11,550.00	$30.00	$2,310.00
	01706001	IRRIGATION SYSTEM	LS	2	$4,000.00	$8,000.00	$12,000.00	$24,000.00	$12,500.00	$25,000.00
	01926025	PLANT MATERIAL (45 GAL) (TREE)	EA	5	$350.00	$1,750.00	$1,750.00	$8,750.00	$3,000.00	$15,000.00
	01926028	PLANT MATERIAL (1 GAL) (SHRUB)	EA	277	$10.41	$2,883.57	$38.00	$10,526.00	$47.00	$13,019.00
	02476061	FL BS (CMP IN PLC) (TYA GR1-2) (6")	SY	503	$37.64	$18,932.92	$35.00	$17,605.00	$25.00	$12,575.00
	04166088	DRILL SHAFT (RDWY ILL POLE) (24 IN)	LF	14	$250.00	$3,500.00	$205.00	$2,870.00	$400.00	$5,600.00
	04656005	JCTBOX (COMPL) (PJB) (3FTX3FT)	EA	1	$6,430.13	$6,430.13	$3,700.00	$3,700.00	$10,000.00	$10,000.00
	04796005	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	1	$750.00	$750.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00
	04816033	PIPE (MISC) (6IN)	LF	35	$50.00	$1,750.00	$84.00	$2,940.00	$70.00	$2,450.00
	04816034	PIPE (MISC) (8 IN)	LF	178	$50.00	$8,900.00	$80.00	$14,240.00	$95.00	$16,910.00
	04966004	REMOV STR (SET)	EA	1	$630.00	$630.00	$2,000.00	$2,000.00	$1,850.00	$1,850.00
	05006001	MOBILIZATION	LS	2	$7,059.43	$14,118.85	$20,000.00	$40,000.00	$12,500.00	$25,000.00
	05026001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$5,000.00	$10,000.00	$2,400.00	$4,800.00	$7,500.00	$15,000.00
	05066038	TEMP SEDMT CONT FENCE (INSTALL)	LF	640	$3.50	$2,240.00	$7.00	$4,480.00	$4.00	$2,560.00
	05066039	TEMP SEDMT CONT FENCE (REMOVE)	LF	640	$1.00	$640.00	$5.00	$3,200.00	$4.00	$2,560.00
	05286004	LANDSCAPE PAVERS	SY	108	$135.00	$14,580.00	$95.00	$10,260.00	$171.00	$18,468.00
	05296008	CONC CURB & GUTTER (TY II)	LF	646	$75.00	$48,450.00	$30.00	$19,380.00	$35.00	$22,610.00
	05316002	CONC SIDEWALKS (5")	SY	713	$86.71	$61,824.23	$80.00	$57,040.00	$72.00	$51,336.00
	05316004	CURB RAMPS (TY 1)	EA	1	$2,500.00	$2,500.00	$4,400.00	$4,400.00	$3,000.00	$3,000.00
	05316010	CURB RAMPS (TY 7)	EA	2	$2,800.00	$5,600.00	$3,500.00	$7,000.00	$3,000.00	$6,000.00
	06446004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	6	$960.00	$5,760.00	$1,220.00	$7,320.00	$750.00	$4,500.00
	06446076	REMOVE SM RD SN SUP&AM	EA	6	$170.00	$1,020.00	$430.00	$2,580.00	$300.00	$1,800.00
	06666048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	24	$10.00	$240.00	$60.00	$1,440.00	$15.00	$360.00
	6666153	REFL PAV MRK TY I (Y)(ISLAND)(100MIL)	SF	60	$10.00	$600.00	$20.00	$1,200.00	$8.00	$480.00
	06666303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	178	$1.00	$178.00	$20.00	$3,560.00	$2.50	$445.00
	06686055	PRE PM TY B(ACC PRK)(BL&WH)(W/BORDR)LG	EA	1	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$500.00	$500.00
	10026025	LANDSCAPE AMENITY (TRASH/RECYCLE BIN)	EA	3	$2,500.00	$7,500.00	$1,800.00	$5,400.00	$3,010.00	$9,030.00
	10026026	LANDSCAPE AMENITY (BENCH)	EA	6	$1,500.00	$9,000.00	$2,425.00	$14,550.00	$2,070.00	$12,420.00
	10026027	7 LANDSCAPE AMENITY (ADA PARKING SIGN)	EA	1	$1,200.00	$1,200.00	$2,425.00	$2,425.00	$50.00	$50.00
	10046001	TREE PROTECTION	EA	2	$350.00	$700.00	$200.00	$400.00	$800.00	$1,600.00
	30766001	D-GR HMA TY-B PG64-22	TON	460	$125.00	$57,500.00	$275.00	$126,500.00	$185.00	$85,100.00
	30776013	SP MIXES SP-C SAC-B PG64-22	TON	63	$135.00	$8,505.00	$515.00	$32,445.00	$225.00	$14,175.00
	30776075	TACK COAT	GAL	33	$4.01	$132.33	$6.00	$198.00	$40.00	$1,320.00
	50966002	TREE GRATE(CAST IRON)(48" X 48")	EA	5	$4,000.00	$20,000.00	$2,500.00	$12,500.00	$9,870.00	$49,350.00
	51306001	ADJUST FIRE HYDRANT	EA	1	$6,566.68	$6,566.68	$2,500.00	$2,500.00	$7,500.00	$7,500.00
	70616008	LIGHTING AND ELECTRICAL MODIFICATIONS	LS	1	$210,000.00	$210,000.00	$50,000.00	$50,000.00	$20,000.00	$20,000.00
	72256002	BONDS AND WARRANTIES	LS	1	$29,150.59	$29,150.59	$25,127.00	$25,127.00	$10,000.00	$10,000.00
						Total $612,162.29		Total $572,300.00		Total $546,140.00

July 18, 2024

Anthony Diep, PLA
Texas Department of Transportation
4777 E. Hwy. 80
Mesquite, TX 75150

Re: Aubrey Main Street Improvements (FM428)
TxDOT Project Number CSJ0817-01-030
Federal Grant Number F2024(957)

This letter is to inform you bids were received and opened on Tuesday, July 15, 2024, for the above referenced project. The two bids received were tabulated. The apparent lowest bidder, Apple Pavement Services, LLC was considered to be non-responsive as a result of not being a TxDOT Prequalified Contractor. Therefore, Pace Construction Services, LLC is considered the lowest apparent bidder. I am attaching the following items for your review: 1) a copy of the bid tab that also includes the engineer's estimate in the first column. The following are the totals for the two bidders:

Contractor	Total Amount Bid
Pace Construction Services, LLC	$ 572,300.00
Apple Pavement Services, LLC	$ 546,140.00 *

* Apple Pavement Services, LLC is not a TxDOT Prequalified Contractor and was considered non-responsive.

The City recommends awarding the construction contract to Pace Construction Services, LLC

The engineer's estimate was $612,162.29 based upon the TxDOT twelve-month averages and the City's average bid prices. The recommended bid is $39,862.29 below the engineer's estimate. The lowest bid exceeded the AFA construction funding by $343,100.00. The City of Aubrey will be going by the AFA to pay 100% of the construction cost overage. The individual bid items have been analyzed for mathematical and material unbalancing and did not present any indication of malicious intent to achieve the lowest ultimate cost to the City or the State.

Please review and if found acceptable a construction contract is tentatively scheduled to be

awarded by the Aubrey City Council on July 25, 2024. If you have any questions or need additional information, please let me know.

Sincerely,

Leanne Wilson

Leanne Wilson
Director of Public Works and Development
lwilson@aubreytx.gov
Office: (940) 440-9343 x108

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

PROPOSED MAIN STREET (FM 428) SIDEWALK AND LANDSCAPE IMPROVEMENTS

Federal Aid Project Number: F2024(957)
CSJ: 0817-01-030

CITY OF AUBREY, TEXAS

PREPARED BY:

TEAGUE NALL AND PERKINS, INC.
5237 N. Riverside Dr. Suite 100
Fort Worth, TX 76137
FIRM 230
#ABY23022

2024

DO NOT DISSASEMBLE

BID PROPOSAL

FOR THE CONSTRUCTION OF

MAIN STREET SIDEWALK AND LANDSCAPING IMPROVEMENTS

FOR

CITY OF AUBREY, TEXAS

(THIS PROPOSAL MUST NOT BE REMOVED FROM THE CONTRACT DOCUMENTS)

Date: 7/15/2024

TO: City of AUBREY
107 S Main Street
Aubrey, TX 76227

FOR: Sidewalk Improvements consisting of Sidewalk, Pavement, Pavement Marking, Landscaping, Irrigation and Lighting.

Pursuant to the foregoing "Notice to Bidders", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the plans and Contract Documents and binds himself/herself upon acceptance of this proposal to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

Item No.	Est. Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
0100-6006	3	EA	PREP ROW (TREE) (LESS THAN 24" DIA) @ SIX HUNDRED TWELVE FIVE Dollars and ZERO Cents Per Unit	$ 625.00	$ 1875.00
0104-6015	28	SY	REMOVING CONC (SIDEWALKS) @ SEVENTY Dollars and ZERO Cents Per Unit	$ 70.00	$ 1960.00
0104-6028	3	SY	REMOVING CONC (MISC) @ SEVENTY Dollars and ZERO Cents Per Unit	$ 70.00	$ 210.00
0105-6014	457	SY	REMOVOING STAB BASE & ASPH PAV (7"-12") @ TWELVE Dollars and ZERO Cents Per Unit	$ 12.00	$ 5484.00
0110-6001	150	CY	EXCAVATION (ROADWAY) @ FOURTEEN Dollars and ZERO Cents Per Unit	$ 14.00	$ 2100.00

0132-6005	208	CY	EMBANKMENT (FINAL) (ORD COMP)(TY C) @ FOURTY Dollars and ZERO Cents Per Unit	$ 40.00	$ 8320.00
0161-6017	516	SY	COMPOST MANUF TOPSOIL (4") @ SIXTEEN Dollars and ZERO Cents Per Unit	$ 16.00	$ 8256.00
0162-6002	277	SY	BLOCK SODDING @ SEVENTEEN Dollars and ZERO Cents Per Unit	$ 17.00	$ 4709.00
0168-6001	77	MG	VEGETATIVE WATERING @ ONE HUNDRED FIFTY Dollars and ZERO Cents Per Unit	$ 150.00	$ 11,550.00
0170-6001	2	LS	IRRIGATION SYSTEM @ TWELVE THOUSAND Dollars and ZERO Cents Per Unit	$ 12,000.00	$ 24,000.00

0192-6025	5	EA	PLANT MATERIAL (45 GAL) (TREE) @ ONE THOUSAND SEVEN HUND. FIFTY Dollars and ZERO Cents Per Unit	$ 1750.00	$ 8750.00
0192-6028	277	EA	PLANT MATERIAL (1 GAL) (SHRUB) @ THIRTY EIGHT Dollars and ZERO Cents Per Unit	$ 38.00	$ 10,526.00
0247-6061	503	SY	FL BS (CMP IN PLC)(TYA GR1-2)(6") @ THIRTY FIVE Dollars and ZERO Cents Per Unit	$ 35.00	$ 17,605.00
0416-6088	14	LF	DRILL SHAFT (RDWY ILL POLE) (24 IN) @ TWO HUND. FIVE Dollars and ZERO Cents Per Unit	$ 205.00	$ 2870.00

0465-6005	1	EA	JCTBOX (COMPL) (PJB) (3FTX3FT) THREE THOUSAND SEVEN HUNDRED Dollars and ZERO Cents Per Unit	$ 3700.00	$ 3700.00
0479-6005	1	EA	ADJUSTING MANHOLES (WATER VALVE BOX) @ ONE THOUSAND FIVE HUNDRED Dollars and ZERO Cents Per Unit	$ 1500.00	$ 1500.00
0481-6033	35	LF	PIPE (MISC) (6IN) @ EIGHTY FOUR Dollars and ZERO Cents Per Unit	$ 84.00	$ 2940.00
0481-6034	178	LF	PIPE (MISC) (8 IN) @ Eighty Dollars and ZERO Cents Per Unit	$ 80.00	$ 14240.00
0496-6004	1	EA	REMOV STR (SET) @ TWO THOUSAND Dollars and ZERO Cents Per Unit	$ 2000.00	$ 2000.00

0500-6001	2	LS	MOBILIZATION @ TWENTY THOUSAND Dollars and ZERO Cents Per Unit	$ 20,000.00	$ 40,000.00
0502-6001	2	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING @ TWO THOUSAND FOUR HUNDRED Dollars and ZERO Cents Per Unit	$ 2400.00	$ 4800.00
0506-6038	640	LF	TEMP SEDMT CONT FENCE (INSTALL) SEVEN Dollars and ZERO Cents Per Unit	$ 7.00	$ 4480.00
0506-6039	640	LF	TEMP SEDMT CONT FENCE (REMOVE) @ FIVE Dollars and ZERO Cents Per Unit	$ 5.00	$ 3200.00
0528-6004	108	SY	LANDSCAPE PAVERS @ NINETY FIVE Dollars and ZERO Cents Per Unit	$ 95.00	$ 10,260.00

0529-6008	646	LF	CONC CURB & GUTTER (TY II) @ Thirty Dollars and Zero Cents Per Unit	$ 30.00	$ 19380.00
0531-6002	713	SY	CONC SIDEWALKS (5") @ Eighty Dollars and Zero Cents Per Unit	$ 80.00	$ 57040.00
0531-6004	1	EA	CURB RAMPS (TY 1) @ Four Thsnd Four Hundr Dollars and Zero Cents Per Unit	$ 4400.00	$ 4400.00
0531-6010	2	EA	CURB RAMPS (TY 7) @ Three Thsnd Five Hundr Dollars and Zero Cents Per Unit	$ 3500.00	$ 7000.00
0644-6004	6	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(T) @ One Thsnd Two Hundr Twenty Dollars and Zero Cents Per Unit	$ 1220.00	$ 7320.00
0644-6076	6	EA	REMOVE SM RD SN SUP&AM @ Four Hundr Thirty Dollars Zero and Cents Per Unit	$ 430.00	$ 2580.00

0666-6048	24	LF	REFL PAV MRK TY I (W)24"(SLD)(100MIL) @ Sixty Dollars and 25 Cents Per Unit	$ 60. 01	$ 1440. 01
0666-6153	60	SF	REFL PAV MRK TY I (Y)(ISLAND)(100MIL) @ Two Hundl Fifty Dollars and 25 Cents Per Unit	$ 20. 01	$ 1200. 01
0666-6303	178	LF	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL) @ Twenty Dollars and 25 Cents Per Unit	$ 20. 01	$ 3560. 01
0668-6055	1	EA	PRE PM TY B (ACC PRK) (BL&WH)(W/BORDR) LG @ One Thsnd Dollars and 25 Cents Per Unit	$ 1000. 01	$ 1000. 01
1002-6025	3	EA	LANDSCAPE AMENITY (TRASH/RECYCLE BIN) @ One Thsnd Eight Hundrd Dollars and 25 Cents Per Unit	$ 1800. 01	$ 5400. 01

1002-6026	6	EA	LANDSCAPE AMENITY (BENCH) @ Two Thousand Four Hundred Twenty Five Dollars and 00 Cents Per Unit	$ 2425.00	$ 14,550.00
1002-0627	1	EA	LANDSCAPE AMENITY (ADA PARKING SIGN) @ Two Thousand Four Hundred Twenty Five Dollars and 00 Cents Per Unit	$ 2425.00	$ 2425.00
1004-6001	2	EA	TREE PROTECTION @ Two Hundred Dollars and 00 Cents Per Unit	$ 200.00	$ 400.00
3076-6001	460	TON	D-GR HMA TY-B PG64-22 @ Two Hundred Seven Five Dollars and 00 Cents Per Unit	275.00 $ [illegible]	$ 126,500.00
3077-6013	63	TON	SP MIXES SP-C SAC-B PG64-22 @ Five Hundred Fifteen Dollars and 00 Cents Per Unit	$ 515.00	$ 32,445.00
3077-6075	33	GAL	TACK COAT @ Six Dollars and 00 Cents Per Unit	$ 6.00	$ 198.00

5096-6002	5	EA	TREE GRATE (CAST IRON) (48"X48") @ Two Thousand Five Hundred Dollars and 00 Cents Per Unit	$ 2500.00	$ 12,500.00
5130-6001	1	EA	ADJUST FIRE HYDRANT @ Two Thousand Five Hundred Dollars and Cents Per Unit	$ 2500.00	$ 2500.00
7061-6008	1	LS	LIGHTING AND ELECTRICAL MODIFICATIONS @ Fifty Thousand Dollars and 00 Cents Per Unit	$ 50,000.00	$ 50,000.00
7225-6002	1	LS	BONDS AND WARRANTIES @ Twenty Five Thousand One Hundred Twenty Seven Dollars and 00 Cents Per Unit	$ 25,127.00	$ 25,127.00

$573,000.00

TOTAL BASE BID $

The undersigned bidder acknowledges receipt of the following Addenda: **(If none is received, then write NONE or N/A across the blanks.)**

Addendum No. 1 Date Received _____

Addendum No. 2 Date Received _____

Addendum No. 3 Date Received _____

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him and to begin the work to be performed under the contract within ten (10) days after written authorization to begin the work (Work Order) and to complete the work in full within **86 days** after the date specified in the "Notice to Proceed/Work Order":

Enclosed with this proposal is a certified check or cashier's check or bid bond payable to the City of Aubrey in the amount of five percent (5%) of the total bid, which is to become the property of the City of Aubrey, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed: _____

Company: Pace Construction Services

Address: 1904 Thornberry dr

Mesquite Tx 75454

Telephone: 972-832-9253

FAX: _____

SEAL

(If Bidder is Corporation)

Submitted by Pace Construction Services LLC Paul Ambers, an individual / a partnership / a corporation

Doing Business As _____